

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 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 Dale Wilgus, Investment Committee

PUBLIC COMMENT

RESOLUTION NO. 01-1187

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 318477 THROUGH 318727:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 318477 through 318727 and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
INCREASE				
1B08269	Chemcote Roofing	Roofing/Services Bldg	8612-4011	\$ 22,500.00

VOUCHERS

1P10040	Diamond Industrial Floors, Inc.	Slip resistant flooring system/medic #2,#4, & #5	0260-4012	\$ 14,568.00
1B08778	Kirk Williams Co., Inc.	Plumbing, new Serv Bldg	8612-4011	\$ 56,460.40
1B08362	Dell	Windows portion of HR's Payroll Programs	8613-4105	\$ 13,353.00
1B42992	Child Care Unlimited	Childcare Services	4580-2080	\$ 5,224.00
1B42992	Toddler Inn	Childcare services	4580-2080	\$ 14,044.99
1B42992	Liberty Community Center	Childcare Services	4580-2080	\$ 14,813.25
1P02944	ILC Dover, Inc.	Vapor Guard/Leatherlips Pump Station	3530-4110	\$ 14,200.00
1B02727	AEP	Electric Serv to OECC Pump Stations	3530-2600	\$ 58,659.93
1B01726	Kokosing Construction Co.	General Construction/Alum Creek	3590-4011	\$ 156,621.54
1B04289	Gannett Fleming Engineers	Construction Mngmt Serv/Alum Creek Facility	3590-4031	\$ 155,094.87
1B01721	Jess Howard Electric Co.	Electrical Contract/Alum Creek Facility	3590-4011	\$ 44,919.41
1B01723	Kirk Williams Co., Inc.	Contract/Alum Creek/ HVAC	3590-4011	\$ 8,303.40
1B01722	Jess Howard Electric Co.	Contract/Alum Creek/ HVAC	3590-4011	\$ 26,171.60
1B01725	Kokosing Construction Co.	Contract/Central Maint/Alum Creek Pump Station	3590-4011	\$ 161,125.40
1B01720	Jess Howard Electric Co.	Contract/Central Maint/Alum Creek Pump Station	3590-4011	\$ 61,938.31
1B04296	Fort Defiance Construction	Africa Rd. Extension	3590-4020	\$ 410,770.87
1B09796	Mid-State Electrical Const., Inc.	Bid Pkg #4 Electrical/Porter-Kingston	4811-4011	\$ 24,270.92
1B09818	Robertson Construction	Porter/Kingston Construction Bid Pkg #1 General Trades Alternate #G1 Paving Alternate #G2 Concrete Apron Alternate #G3 Communication Tower Alternate #G4 Dumpster Enclosure	4811-4011	\$ 122,006.75
1B05258	Petroleum Traders	Gasoline /Diesel Fuel	0140-1530	\$ 7,822.04
1B08266	Sellers Electric Co.	Electric/Services Building	8612-4011	\$ 94,036.30
1B10488	Concrete Technology	Precast Concrete Plant Cast/Administrative Bldg	8612-4011	\$ 212,881.00
1B10480	George J Igel & Co., Inc.	Mass Excavation & Shoring/Admin Bldg	8612-4011	\$ 21,371.73
1B08269	Chemcote Roofing Co.	Roofing/Services Bldg	8612-4011	\$ 60,463.00

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

RESOLUTION NO. 01-1188

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

**Therefore,** The Delaware County Board of Commissioners joins Governor Bob Taft, the Delaware Coalition for Cardiovascular Health and the Delaware General Health District in encouraging all residents of Delaware County to take small steps to safeguard their cardiovascular health.

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

**RESOLUTION NO. 01-1191**

**IN THE MATTER OF PROCLAIMING OCTOBER 23-31, 2001 NATIONAL RED RIBBON WEEK  
DELAWARE COUNTY, OHIO:**

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

Whereas,            The National Federation of Parents for Drug Free Youth Has Designated the Week of October 23-31, 2001; Red Ribbon Week and

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

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

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

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

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

Now Therefore, We The Board of County Commissioners of Delaware County Do Hereby Proclaim October 23-31, 2001, as Red Ribbon Week in Delaware County, and Encourage all Citizens of Delaware County to Participate in Prevention Activities Throughout the County.

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

**RESOLUTION NO. 01-1192**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Clerk of Courts is requesting that Betty J. Porter and 9 Deputy Clerks attend an Ohio Clerk of Courts Association District Meeting in Columbus, Ohio October 16, 2001, at the cost of \$286.00.

The EMS Department is requesting that 45 EMS Medics and Intermediates attend a Basic Life Support Refresher Course at Grady Memorial Hospital October 23 through December 20, 2001, at the cost of \$1,800.

The Treasurer’s Office is requesting that Dale M. Wilgus attend the Fall Treasurers Conference in Columbus, Ohio November 13 though November 16, 2001, at the cost of \$290.00.

CSEA is requesting that Wendy Shannon attend a Managing Multiple Project Seminar in Columbus, Ohio on October 31, 2001, at the cost of \$206.00.

The Auditor’s Office is requesting that Shoreh Elhami attend a Census 2010 Conference in Washington D.C. November 15 through November 16, 2001, at the Cost of \$255.00.

The Department of Job and Family Services is requesting that Carrie Block attend an Adoptive Placement Visit in Hornell, New York October 25, though October 26, 2001, at the cost of \$199.95.

The County Commissioners are requesting that Letha George, Jennifer Walraven, Dave Cannon, Jim Ward, Don Wuertz, and Debbie Martin attend an Annexation Seminar in Columbus, Ohio on October 26, 2001, at the cost of \$414.00.

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

**RESOLUTION NO. 01-1193**

**IN THE MATTER OF APPROVING PLAT FOR WARRENSBURG ESTATES:**

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

**Warrensburg Estates**

Farm Lot 15, Section 4 Radnor Township and Farm Lot 12, Section 4, Scioto Township, Township 5 North, Range 20, U.S. Military Lands Delaware County, State of Ohio, cost \$9.00.

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

**RESOLUTION NO. 01-1194**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR HOMESTEAD AT  
HIGHLAND LAKES-CROSSKIRK DRIVE:**

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

**Homestead At Highland Lakes-Crosskirk Drive:**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** made and entered into this 15TH day of October 2001 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **HOMESTEAD COMMUNITIES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**HOMESTEAD AT HIGHLAND LAKES, CROSSKIRK DRIVE**” which was approved by the County Engineer 10/3/01, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** shall deposit **FIFTEEN THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- 4) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 5) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 6) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2002**.
- 7) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “*Traffic Control for Construction and Maintenance*”/
- 8) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 9) If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

**RESOLUTION NO. 01-1195**

**IN THE MATTER OF ACCEPTING ROADS IN NORTHBROOKE CORPORATE CENTER AND HOME DEPOT:**

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

**Northbrooke Corporate Center**

- An addition of 0.26 mile to **Township Road Number 426, Highfield Drive**

**Home Depot**

- An addition of 0.28 mile to **Township Road Number 596, Owenfield Drive**

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

**RESOLUTION NO. 01-1196**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR WALKER WOOD SECTION 14:**

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

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

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at **\$30,000** 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. 01-1197**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010167	Verizon	Lackey Old State Road	Place aerial and buried cable
U010170	American Electric Power	CR 605	Replace pole
U010172	Columbus Southern Power	South Old 3C Highway	Relocate existing pole

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

**RESOLUTION NO. 01-1198**

**IN THE MATTER OF APPROVING CHANGE ORDER # 4 THE PARK AT GREIF BROTHERS:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve change order #4 the park at Greif Brothers:

**George J. Igel & Co.**

Original Contract	\$1,663,148.97
Non-performed items in Original Contract	\$ 93,132.15(subtract)
Requested Increase	\$ 287,122.49(add)
<b>Revised Contract Amount</b>	<b>\$1,857,139.31</b>

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

**RESOLUTION NO. 01-1199**

**IN THE MATTER OF APPROVING CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND M-E COMPANIES TO PERFORM CONSTRUCTION INSPECTION:**

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

A copy of the contract is available for review in the Commissioner's office.

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

**RESOLUTION NO. 01-1200**

**IN THE MATTER OF APPROVING CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND INSTALLED BUILDING PRODUCTS (INSULATION FOR THE SCIOTO RESERVE WASTEWATER TREATMENT):**

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

A copy of the contract is available for review in the Commissioner's office.

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

**RESOLUTION NO. 01-1201**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SCIOTO RESERVE SECTION 1, PHASE 5, 6A AND 6B:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plan for Scioto Reserve Section 1, Phase 5, 6A and 6B submittal to the Ohio EPA for their approval as per recommendation of the County

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Sanitary Engineer.

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

**RESOLUTION NO. 01-1202**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR HIDDEN SPRINGS;**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following Sanitary Subdivider's Agreement:

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 15TH day of October 2001, by and between T&R PROPERTIES SUBDIVIDER, as evidenced by the HIDDEN SPRINGS sanitary sewer improvements and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$80,925.40) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,665.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

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

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

**RESOLUTION NO. 01-1203**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND RD ZANDE & ASSOCIATES, INC.;**

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

**AGREEMENT**

This AGREEMENT, made and entered into this 15<sup>th</sup> day of October 2001, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and R.D. Zande & Associates, Inc., with offices at 1237 Dublin Road, Columbus, Ohio, 43215, hereinafter called "ENGINEER".

**WHEREAS, the COUNTY is in need of commercial plan examination, residential plan examination & inspection services in the county; and**

**WHEREAS, the ENGINEER is qualified as a commercial plan examiner, residential plan examiner, building inspector and electrical safety inspector; and**

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

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

**SECTION I. BASIC SERVICES OF THE ENGINEER**

- A. The ENGINEER shall provide plan review services on an as needed basis, as authorized by the Chief Building Official, with the mutual agreement of the ENGINEER.
- B. The ENGINEER shall provide building inspector services on an as needed basis, as authorized by the Chief Building Official.
- C. The ENGINEER shall review construction documents submitted to Delaware County Code Compliance for conformance with the Delaware County Building Code and the Ohio Basic Building Code. Upon completion of the review, the ENGINEER shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the conditions found not to be in compliance with the applicable code provisions or not clearly defined in the submitted construction documents. The ENGINEER agrees to review and return submitted construction documents to the COUNTY within seven (7) business days for residential and (10) business days for commercial from the date of receipt by the ENGINEER.

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

**SECTION II. COUNTY RESPONSIBILITIES**

The COUNTY shall be responsible to provide to the ENGINEER

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

**SECTION III. BASIS OF PAYMENT**

- A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.

Commercial plan examination - \$66/hr.  
Residential plan examination - \$66/hr.  
Building inspector - \$45/hr.  
Electrical inspector - \$45/hr.  
HVAC inspector - \$45/hr.  
Administrative Support - \$42/hr.  
Reimbursable expenses – At cost  
Mileage - \$0.32/mile  
Pick up & Delivery of Plans – 2.5 X payroll cost (this is a shared cost with other clients doing business with Delaware County Offices; this will be a proportionate cost allocated to Code Compliance for each billing period, based on activity on each trip with multiple clients)

- B. The ENGINEER shall provide a written statement indicating the total time spent for each plan examination upon return of the plans which shall accompany the ENGINEER'S written Approval, Addendum Letter or Correction Letter.
- C. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided to the COUNTY at the time inspection results are delivered each day.
- D. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

**SECTION IV. GENERAL CONSIDERATIONS**

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for one year. This AGREEMENT may be renewed for one-year periods upon mutual agreement of both parties.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.



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- E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- F. Indemnification-The ENGINEER shall indemnify, keep and save harmless the COUNTY and its respective officers and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ENGINEER, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.
- G. Should the ENGINEER, its officers, agents, or employees be sued under this CONTRACT for actions other than negligent acts, errors or omissions, in the performance of the professional services, then the COUNTY shall indemnify the ENGINEER up to \$25,000.00 and the COUNTY may, at its election, defend the ENGINEER, or pay Attorney fees and the Court costs up to the stated sum of \$25,000.00.
- H. Contract annual amount not to exceed \$25,000.00.

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

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

**RESOLUTION NO. 01-1204**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND BENATEC ASSOCIATES INC.;**

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

**AGREEMENT**

This AGREEMENT, made and entered into this 15th day of October 2001, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and Benatec Associates, Inc., with offices at 119 Dillmont Drive, Columbus, Ohio, 43235, hereinafter called "

**WHEREAS, the COUNTY is in need of commercial plan examination, residential plan examination & inspection services in the county; and**

**WHEREAS, the ENGINEER is qualified as a commercial plan examiner, residential plan examiner and building inspector; and**

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

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

**SECTION I. BASIC SERVICES OF THE ENGINEER**

- H. The ENGINEER shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- I. The ENGINEER shall provide building inspector services on an as needed basis, as authorized by the Chief Building Official.
- J. The ENGINEER shall review drawings submitted to Code Compliance for conformance with the Delaware County Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ENGINEER shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ENGINEER agrees to review and return submitted drawings to the COUNTY within seven (7) business days from the date of receipt by the ENGINEER.
- K. The ENGINEER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT.

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- L. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- M. The ENGINEER shall furnish own vehicle for transportation.
- N. The ENGINEER shall provide a system whereas the ENGINEER shall provide pick up and/or delivery service of the plan review documents at a specified date and time as agreed upon by the ENGINEER and the COUNTY.

**SECTION II. COUNTY RESPONSIBILITIES**

The COUNTY shall be responsible to provide to the ENGINEER

- F. The COUNTY shall furnish the standard forms necessary for the execution of the services.
- G. The COUNTY shall provide clerical services necessary for the processing of the permits.
- H. Provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with this AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance.
- I. Provide conference and meeting facilities for the ENGINEER to meet with applicants in regards to the work performed by the ENGINEER pursuant to this Contract.
- J. Use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Contract.

**SECTION III. BASIS OF PAYMENT**

- A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.

Commercial plan examination - \$53/hr.  
Residential plan examination - \$47/hr.  
Building inspector - \$47/hr.  
Administrative Assistant - \$26/hr.  
Reimbursable expenses – At cost  
Mileage - \$0.32/mile

***Pick up & Delivery of Plans – no additional cost***

- E. The ENGINEER shall provide a written statement indicating the total time spent for each plan examination upon return of the plans which shall accompany the ENGINEER'S written Approval, Addendum Letter or Correction Letter.
- F. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided to the COUNTY at the time inspection results are delivered each day.
- G. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

**SECTION IV. GENERAL CONSIDERATIONS**

- I. This AGREEMENT shall be governed by the laws of the State of Ohio.
- J. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- K. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for one year. This AGREEMENT may be renewed for one year periods upon mutual agreement of both parties.
- L. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.
- M. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- N. Indemnification-The ENGINEER shall indemnify, keep and save harmless the COUNTY and its respective officers, agents, and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ENGINEER, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other

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expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.

O. Should the ENGINEER, its officers, agents, or employees be sued under this CONTRACT for actions other than negligent acts, errors or omissions, in the performance of the professional services, then the COUNTY shall indemnify the ENGINEER up to \$25,000.00 and the COUNTY may, at its election, defend the ENGINEER, or pay Attorney fees and the Court costs up to the stated sum of \$25,000.00.

P. Contract annual amount not to exceed \$25,000.00.

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

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

**RESOLUTION 01-1205**

**IN THE MATTER OF APPROVING A GRANT BUDGET REVISION REQUEST FOR THE RECYCLE, OHIO! GRANT:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approving the revision request:

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

**RESOLUTION 01-1206**

**IN THE MATTER OF APPROVING A PROPOSAL BY L. ROBERT KIMBALL AND ASSOCIATES TO FACILITATE THE CONSOLIDATION OF THE DELAWARE COUNTY AND CITY OF DELAWARE COMMUNICATIONS FACILITIES AND TO SET A COST CEILING OF \$25,000.00:**

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

WHEREAS, the Delaware County Board of Commissioners and the City of Delaware City Council desire to progress toward the consolidation of the County and City primary Public Safety Answering Points (PSAP) and radio dispatch Centers into a single Center, and

WHEREAS, the Board of County Commissioners approved a resolution authorizing a Request for Proposals with a bid opening date of 21 September; and,

WHEREAS, employees from the County and City met and evaluated the proposals and concur that L. Robert Kimball and Associates proposal to facilitate this effort at a time and material cost is the most cost effective and best;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the proposal offered by L. Robert Kimball and Associates to facilitate the consolidation of the Delaware County and City of Delaware Communications facilities at a cost not to exceed \$25,000.00.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION 01-1207**

**IN THE MATTER OF ADOPTING A RESOLUTION APPROVING ANNEX P, TERRORISM RESPONSE PLAN, TO THE DELAWARE COUNTY EMERGENCY OPERATIONS PLAN UNDER THE AUTHORITY OF ORC 5502:**

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

WHEREAS, the Delaware County Board of Commissioners recognizes that terrorist attacks pose a significant threat within the United States; and,

WHEREAS, the Board recognizes that planning for such a possible eventuality will help reduce the risk of loss to life and property; and

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WHEREAS, both Federal and State agencies recommend that local Emergency Operations Plans provide for the possibility of a terrorist type incident;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve Annex P to the Delaware County Emergency Operations Plan and further resolve that the Delaware County Emergency Management Agency promulgate this plan to appropriate parties, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION NO. 01-1208**

**IN THE MATTER OF APPOINTING PAULA ZIEBARTH AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, The Board of Commissioners of Delaware County shall appoint an individual to the Delaware County Board of Developmental Disabilities for a four year term beginning January 1, 2002, and ending December 31, 2006, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Paula Ziebarth to the Delaware County Board of Developmental Disabilities.

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

**RESOLUTION NO. 01-1209**

**IN THE MATTER OF APPROVING PURCHASE OF SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, DELAWARE COUNTY COMMISSIONERS, AND TRANSITIONS COUNSELING LLC:**

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

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
THE DELAWARE COUNTY COMMISSIONERS  
AND  
TRANSITIONS COUNSELING, LLC**

This Contract is made and entered into on the 30th day of September, 2001 between Delaware County Department of Job and Family Services, hereinafter referred to as "DCDJFS", The Delaware County Commissioners and the TRANSITIONS COUNSELING, LLC, hereinafter referred to as "TRANSITIONS".

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and TRANSITIONS for the implementation of counseling services eligible to Delaware County participants. Services being provided are detailed in the Proposal Description.
2. **AGREEMENT PERIOD:** This Contract will be effective from September 30, 2001 through June 30, 2002, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** TRANSITIONS warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the TRANSITIONS for actual costs for services outlined in the Proposal Description document. Said reimbursement shall not exceed \$10,000.00. The payment for services provided by this Contract is contingent upon the availability of State and Federal funds.

The TRANSITIONS COUNSELING agrees to submit a request for payment for services and operations

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costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The TRANSITIONS will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 15 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

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

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

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** TRANSITIONS agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the TRANSITIONS.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** TRANSITIONS agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The TRANSITIONS agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. **TRANSITIONS** agrees to maintain compliance with state, federal and local regulations which govern the services provided under these purchased services. TRANSITIONS is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** TRANSITIONS and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or TRANSITIONS responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDJFS and TRANSITIONS agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964,

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Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that TRANSITIONS will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to participants appeal and state hearings in accordance with State Regulations. TRANSITIONS and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each party agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that one party is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B.408) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Programs in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that Delaware County's Programs meet specific designated outcomes and performance standards which will be included in the Partnership Agreement between the State and Delaware County. As these performance standards are refined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDJFS and TRANSITIONS will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if TRANSITIONS fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
  1. The quality or extent of purchased services furnished by TRANSITIONS has been reduced or improved.
  2. The maximum unit rate has varied significantly from actual cost.
  3. TRANSITIONS fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** TRANSITIONS agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
26. **DRUG-FREE WORKPLACE:** TRANSITIONS certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

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RESOLUTION 01-1210

**A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND IN ADDITION TO COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT FUNDS FOR PRIVATE REHABILITATION ACTIVITIES CONSISTENT WITH THE (CHIP) GRANT TO ASSIST ELIGIBLE LOW-MODERATE INCOME HOUSEHOLDS:**

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

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

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG and HOME programs for the purpose of addressing the local housing needs for eligible low-moderate income households throughout Delaware County; and

WHEREAS, Delaware County applied for and was approved for grant funding under the CDBG CHIP for Fiscal Year 1999; and

WHEREAS, Delaware County currently has been granted an extension until November 30, 2001 to complete activities approved under the FY99 CHIP; and

WHEREAS, Delaware County is in the process of bidding and contracting for services for the Private Housing Rehabilitation portion of the CHIP and may require additional funding to complete this activity in addition to the remaining CHIP grant funds; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households, and can be used to assist such households through the CHIP.

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

Section 1. That the Delaware County Board of Commissioners authorize the use of the Delaware County Revolving Loan fund in an amount not to exceed \$60,000 in addition to available CHIP Grant funds for Private Housing Rehabilitation activities.

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

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

RESOLUTION NO. 01-1211

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, AND DELAWARE METROPOLITAN HOUSING AUTHORITY FOR LEAD BASED PAINT TESTING FOR THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP 99):**

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

The parties to this AGREEMENT, the Delaware Metropolitan Housing Authority, hereinafter referred to as the DMHA, and the Delaware County Commissioners, (hereinafter "County") enter into this AGREEMENT effective October 15, 2001.

The parties agree as follows:

- 1. CONTRACT
  - 1.1 The County is in need of Lead Based Paint Mitigation Services for Lead Assessment, writing of Lead Specifications, Project Inspections and Lead Clearance Testing for the FY 99 CHIP for seven single-family housing units.
  - 1.2 DMHA has the knowledge and experience as needed by the County to perform said Lead Based Paint Mitigation Services for the Private Housing Rehabilitation activity within the CHIP.
- 2. SERVICES
  - 2.1 The DMHA shall provide lead assessment inspection services to determine the level of lead content

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associated with each single-family housing unit to be rehabilitated, write specifications for bidding purposes describing the work to be completed, inspection of the site to determine if proper procedures as established in the CHIP are being carried out while the work is being done, clearance testing, and if necessary, follow-up testing until each unit meets all applicable codes and the CHIP. A visual inspection insures all deteriorated paint on the interior and exterior has been treated and repainted and all bare soil has been covered with mulch or sewn with grass seed. The Delaware County CHIP will fax copies of inspection requests to DMHA to initiate these services on a unit-by-unit basis. On occasion, it may be necessary to perform the inspection and testing in the evenings or on weekends.

2.2 The DMHA agrees to initially assess the units within 10 days of the referral.

3. REPORTS

3.1 As applicable, the DMHA agrees to provide the Delaware County CHIP Program with a copy of the inspections and results of the clearance test within 2 working days from the time they are received from the lab.

3.2 The DMHA will establish and maintain a file of the original reports at its office.

3.3 The DMHA agrees to submit all billing invoices to the Delaware County CHIP Program by the third (3<sup>rd</sup>) of the month following the month during which any services are provided.

4. PAYMENT

4.1 The Delaware County CHIP Program agrees to pay the DMHA for the services provided by their Risk Assessor including inspections, writing of specifications, project inspections and clearance testing services as stated in Section 4.2.

4.2 The DMHA shall be reimbursed by the Delaware County CHIP Program at the rate of \$60 per hour for the Risk Assessor and \$17 for each dust wipe sample. Each inspection will take 1 to 3 hours and will require a minimum of 8 dust wipe samples per unit.

4.3 The total payment to DMHA during the life of this Agreement shall not exceed \$10,000.00.

4.4 The Delaware County CHIP Program agrees to reimburse the DMHA on a timely basis within 15-30 days commencing with the Delaware County CHIP Program's receipt of the billings submitted by the DMHA.

5. REVISION OR TERMINATION

5.1 Unless revised or terminated, this CONTRACT shall remain in full force and be effective for the period of October 15, 2001, through July 31, 2002.

5.2 The parties to this Agreement mutually agree that any revisions to or termination of this Agreement prior to July 1, 2002, shall require not less than sixty (60) calendar days written notice via certified mail.

6. NONDISCRIMINATION

6.1 This Agreement does not establish an employer/employee relationship between the County and DMHA. DMHA is an independent contractor and responsible for its own taxes, benefits, worker's compensation, insurance, etc.

7. CONTRACT ADMINISTRATOR

7.1 The DMHA Contractor Administrator shall be Theresa Kauble, Executive Director, Delaware Metropolitan Housing Authority. The CHIP Director shall be Timothy Boland, Delaware County Economic Development Director. All contract matters shall be addressed to either Ms. Kauble or Mr. Boland.

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

**RESOLUTION NO. 01-1212**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, AND MID-OHIO REGIONAL PLANNING COMMISSION FOR LEAD BASED PAINT TESTING FOR THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP 99):**



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

The parties to this AGREEMENT, Mid-Ohio Regional Planning Commission (MORPC), and the Delaware County Commissioner, (hereinafter "County") enter into this AGREEMENT effective October 15, 2001.

The parties agree as follows:

1. CONTRACT

1.1 The County is in need of Lead Based Paint Mitigation Services for Lead Assessment, writing of Lead Specifications, Project Inspections and Lead Clearance Testing for the FY 99 CHIP for seven single-family housing units.

1.2 MORPC has the knowledge and experience as needed by the County to perform said Lead Based Paint Mitigation Services for the Private Housing Rehabilitation activity within the CHIP.

2. SERVICES

2.1 MORPC shall provide lead assessment inspection services to determine the level of lead content associated with each single-family housing unit to be rehabilitated, write specifications for bidding purposes describing the work to be completed, inspection of the site to determine if proper procedures as established in the CHIP are being carried out while the work is being done, clearance testing, and if necessary, follow-up testing until each unit meets all applicable codes and the CHIP. A visual inspection insures all deteriorated paint on the interior and exterior has been treated and repainted and all bare soil has been covered with mulch or sewn with grass seed. The Occupant Protection Plan will be provided to explain the contractor's requirements and relocation requirements of the family during the lead construction work phase. Relocation may require having the family removed from a particular room, having them out of the house during the day, or having the family out of the house for the duration of the construction. The Delaware County CHIP will provide names and addresses and phone numbers to MORPC to initiate these services on a unit-by-unit basis.

2.2 MORPC agrees to initially assess the units within 10 days of the referral.

3. REPORTS

3.1 As applicable, MORPC agrees to provide the Delaware County CHIP Program with a copy of the inspections and results of the clearance test within 2 working days from the time they are received from the lab.

3.2 MORPC will establish and maintain a file of the original reports at its office.

3.3 MORPC agrees to submit all billing invoices to the Delaware County CHIP Program by the third (3<sup>rd</sup>) of the month following the month during which any services are provided.

4. PAYMENT

4.1 The Delaware County CHIP Program agrees to pay the MORPC for the services provided by their Risk Assessor including inspections, writing of specifications, project inspections and clearance testing services as stated in Section 4.2.

4.2 MORPC shall be reimbursed by the Delaware County CHIP Program at the rate of \$300.00 per unit for lead paint tests and reports and visual inspection, assessment and preparation of specifications.

4.3 The total payment to MORPC during the life of this Agreement shall not exceed \$ 10,000.00.

4.4 The Delaware County CHIP Program agrees to reimburse MORPC on a timely basis within 30 days commencing with the Delaware County CHIP Program's receipt of the billings submitted by MORPC.

5. REVISION OR TERMINATION

5.1 Unless revised or terminated, this Agreement shall remain in full force and be effective for the period of October 15, 2001, through July 31, 2002.

5.2 The parties to this Agreement mutually agree that any revisions to or termination of this Agreement prior to July 1, 2002, shall require not less than sixty (60) calendar days written notice via certified mail.

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6. NONDISCRIMINATION

6.1 This Agreement does not establish an employer/employee relationship between the County and MORPC. MORPC is an independent and responsible for its own taxes, benefits, worker's compensation, insurance, etc.

7. CONTRACT ADMINISTRATOR

7.1 Kathy Werkmeister shall be the contact person for MORPC. The CHIP Director shall be Timothy Boland, Delaware County Economic Development Director. All contract matters shall be addressed to either Ms. Werkmeister or Mr. Boland.

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

**RESOLUTION NO. 01-1213**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, AND OHIO TECHNICAL SERVICES FOR LEAD BASED PAINT TESTING FOR THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP 99):**

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

The parties to this AGREEMENT, Ohio Technical Services, and the Delaware County Commissioner, (hereinafter "County") enter into this AGREEMENT effective October 15, 2001.

The parties agree as follows:

1. CONTRACT

- 1.1 The County is in need of Lead Based Paint Mitigation Services for Lead Assessment, writing of Lead Specifications, Project Inspections and Lead Clearance Testing for the FY 99 CHIP for seven single-family housing units.
- 1.2 Ohio Technical Services has the knowledge and experience as needed by the County to perform said Lead Based Paint Mitigation Services for the Private Housing Rehabilitation activity within the CHIP.

2. SERVICES

- 2.1 The Ohio Technical Services shall provide lead assessment inspection services to determine the level of lead content associated with each single-family housing unit to be rehabilitated, write specifications for bidding purposes describing the work to be completed, inspection of the site to determine if proper procedures as established in the CHIP are being carried out while the work is being done, clearance testing, and if necessary, follow-up testing until each unit meets all applicable codes and the CHIP. A visual inspection insures all deteriorated paint on the interior and exterior has been treated and repainted and all bare soil has been covered with mulch or sewn with grass seed. The Delaware County CHIP will fax copies of inspection requests to Ohio Technical Services to initiate these services on a unit-by-unit basis. On occasion, it may be necessary to perform the inspection and testing in the evenings or on weekends.
- 2.2 The Ohio Technical Services agrees to initially assess the units within 10 days of the referral.

3. REPORTS

- 3.1 As applicable, the Ohio Technical Services agrees to provide the Delaware County CHIP Program with a copy of the inspections and results of the clearance test within 2 working days from the time they are received from the lab.
- 3.2 The Ohio Technical Services will establish and maintain a file of the original reports at its office.
- 3.3 The Ohio Technical Services agrees to submit all billing invoices to the Delaware County CHIP Program by the third (3<sup>rd</sup>) of the month following the month during which any services are provided.

4. PAYMENT

- 4.1 The Delaware County CHIP Program agrees to pay the Ohio Technical Services for the services provided by their Risk Assessor including inspections, writing of specifications, project inspections and clearance testing services as stated in Section 4.2.

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- 4.2 The Ohio Technical Services shall be reimbursed by the Delaware County CHIP Program at the rate of \$250.00 per hour for the first hour and \$80.00 per hour after the first hour and for the Risk Assessor and \$20.00 for each dust wipe sample. Each inspection will take 1 to 3 hours and will require a minimum of 8 dust wipe samples per unit.
- 4.3 The total payment to Ohio Technical Services during the life of this Agreement shall not exceed \$10,000.00.
- 4.4 The Delaware County CHIP Program agrees to reimburse the Ohio Technical Services on a timely basis within 15-30 days commencing with the Delaware County CHIP Program's receipt of the billings submitted by the DMHA.
- 5. REVISION OR TERMINATION
  - 5.1 Unless revised or terminated, this AGREEMENT shall remain in full force and be effective for the period of October 15, 2001, through July 31, 2002.
  - 5.2 The parties to this Agreement mutually agree that any revisions to or termination of this Agreement prior to July 1, 2002, shall require not less than sixty (60) calendar days written notice via certified mail.
- 6. NONDISCRIMINATION
  - 6.1 This Agreement does not establish an employer/employee relationship between the County and Ohio Technical Services. Ohio Technical Services is an independent contractor and responsible for its own taxes, benefits, worker's compensation, insurance, etc.
- 7. CONTRACT ADMINISTRATOR
  - 7.1 The Ohio Technical Services Contractor Administrator shall be Brian Hina. The CHIP Director shall be Timothy Boland, Delaware County Economic Development Director. All contract matters shall be addressed to either Mr. Hina or Mr. Boland.

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

**RESOLUTION NO. 01-1214**

**IN THE MATTER OF APPROVING CONTRACT FOR PURCHASE OF REAL ESTATE AT  
164 NORTH UNION STREET:**

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

**164 North Union Street**

Howard R. Speece and Melissa T. Speece, husband and wife, (hereinafter referred to as "Sellers"), grant to the Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter called "Purchaser"), the sole and exclusive right to purchase certain real property situated at 164 North Union Street in the City of Delaware, Delaware County, Ohio and more particularly shown and/or described on the attached Exhibit "A" and made a part hereof. Said real estate hereinafter referred to as "the Premises."

Sellers and Purchaser hereby agree as follows:

- 1. The Sellers agree to sell and the Purchaser agrees to purchase the Premises.
- 2. The purchase price shall be eighty-nine thousand dollars. (\$89,000.00). Five hundred dollars (\$500.00) shall be payable at the time of the signing of this Agreement with balance paid at closing.
- 3. The Duration of this offer shall be thirty (30) days and shall extend until 12:00 o'clock p.m. on the 5<sup>th</sup> day of November 2001.
- 4. The date for delivery of the Deed and the Closing of this transaction ("Closing") Shall be as agreed upon by the parties.
- 5. At closing and upon the receipt of said purchase price, the Sellers shall do the following:
  - (a) Convey the marketable title to the premises to the Purchasers by General Warranty Deed, in fee simple, free and clear of encumbrances except easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.

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(b) Pay any and all real estate taxes presently due.

(c) Pro-rate real estate taxes due based upon the latest available Auditor's Duplicate.

- 6. Seller shall deliver possession and occupancy of the premises to the Purchaser on or before 12:00 P.M. on December 1,2001. Sellers shall have until 12:00 P.M. on December 1, 2001 to remove any items from the premises. Sellers shall hold Purchasers harmless for any injuries sustained by Sellers and/or their family members of agents sustained after the date of closing.
- 7. Risk of loss to the Premises from fire or other casualty shall be borne by the Sellers until the closing
- 8. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
- 9. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U.S. certified mail, postage prepaid , returned receipt requested and addressed as follows:

To the Purchaser: Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

To the Sellers: Mr. and Mrs. Howard R. Speece  
5880 Kean Road  
Westerville, Ohio 43082

- 10. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
- 11. Parties agree that this Contract shall survive the delivery of the Deed.

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

**RESOLUTION 01-1215**

**RESOLUTION APPROVING THE METHOD FOR SELECTION OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY BOARD OF TRUSTEES UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Powell Community Infrastructure Financing Authority (the "Authority") to govern a proposed new community district (the "District") was heretofore filed and accepted by this Board of County Commissioners; and

WHEREAS, pursuant to Resolution No. 01-681, this Board of County Commissioners established the Authority pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, pursuant to Resolution No. 01-681, this Board of County Commissioners, approved the structure of the Board of Trustees of the Authority wherein seven (7) members are initially selected as provided in Section 349.04 of the Revised Code and this Board of County Commissioners appoints three (3) citizen members of the Board of Trustees to represent the interests of present and future residents of the District and one (1) member to serve as a representative of local government and two (2) of the initial citizen members serve initial one (1) year terms and the remaining citizen member and the member appointed to serve as a representative of local government shall serve two (2) year terms. The developer appoints three (3) members to serve on the Board of Trustees of the Authority as representatives of the developer, and designates two (2) of those members to serve an initial one (1) year term and the remaining member appointed by the developer serves an initial two (2) year term

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the proposed Authority is comprised solely of this Board of County Commissioners; and

WHEREAS, pursuant to this Resolution this Board of County Commissioners must adopt a method for selection of successor members to the Authority's Board of Trustees, pursuant to Chapter 349 of the Ohio Revised Code; and

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

- 1. Pursuant to Section 349.04 of the Ohio Revised Code, this Board of County Commissioners adopts the following method for selection of successor members of the Board of Trustees of the Authority, which

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determines the projected total population of the District and meets the following criteria:

- (a) Elected citizen members shall replace the appointed citizen member each time the District gains one-sixth (1/6<sup>th</sup>) its projected total population until such time as all of the appointed citizen members are replaced. Pursuant to the Petition, the projected total population of the District is 575 residents.
  - (b) Elected citizen members shall replace representatives of the developer each time the District gains one-third (1/3<sup>rd</sup>) its projected total population until such time as all of the developer's representatives are replaced.
  - (c) An elected citizen member shall replace the representative of local government at the time the District gains three-quarters of its projected total population.
  - (d) Elected citizen members of the Board of Trustees shall be elected by majority of the residents of the District voting in elections held on the first Tuesday after the first Monday in December of each year. Each citizen member except an appointed citizen member shall be a qualified elector who resides within the District.
2. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
  3. This Resolution shall be in full force and effect immediately upon its adoption.

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

**RESOLUTION 01-1216**

**RESOLUTION APPROVING THE METHOD FOR SELECTION OF THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY BOARD OF TRUSTEES AND APPOINTING THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Liberty Community Infrastructure Financing Authority (the "Authority") to govern a proposed new community district (the "District") was heretofore filed and accepted by this Board of County Commissioners; and

WHEREAS, pursuant to Resolution No. 00-748, this Board of County Commissioners established the Authority pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, pursuant to Resolution No. 00-748, this Board of County Commissioners, approved the structure of the Board of Trustees of the Authority wherein seven (7) members are initially selected as provided in Section 349.04 of the Revised Code and this Board of County Commissioners appoints three (3) citizen members of the Board of Trustees to represent the interests of present and future residents of the District and one (1) member to serve as a representative of local government and two (2) of the initial citizen members serve initial one (1) year terms and the remaining citizen member and the member appointed to serve as a representative of local government shall serve two (2) year terms. The developer appoints three (3) members to serve on the Board of Trustees of the Authority as representatives of the developer, and designates two (2) of those members to serve an initial one (1) year term and the remaining member appointed by the developer serves an initial two (2) year term

WHEREAS, pursuant to Resolution No. 00-852, this Board of County Commissioners appointed three (3) citizen members representing the interests of the present and the future residents of the District and one (1) member to serve as a representative of local government pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the proposed Authority is comprised solely of this Board of County Commissioners; and

WHEREAS, pursuant to this Resolution this Board is to re-appoint (2) citizen members representing the interests of present and future residents of the District; and

WHEREAS, pursuant to this Resolution this Board of County Commissioners must adopt a method for selection of successor members to the Authority's Board of Trustees, pursuant to Chapter 349 of the Ohio Revised Code; and

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

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- 4. Pursuant to letters received by this Board of County Commissioners from the citizen members of the Board of Trustees listed below expressing their desire to continue as members of the Board of Trustees, the following citizen members are hereby re-appointed to the Authority's Board of Trustees to serve a two - (2) year term ending October 16, 2003:

Thomas Jedlinsky  
Robert Polisen

- 5. Pursuant to Section 349.04 of the Ohio Revised Code, this Board of County Commissioners adopts the following method for selection of successor members of the Board of Trustees of the Authority, which determines the projected total population of the District and meets the following criteria:

- (e) Elected citizen members shall replace the appointed citizen member each time the District gains one-sixth (1/6<sup>th</sup>) its projected total population until such time as all of the appointed citizen members are replaced. Pursuant to the Petition, the projected total population of the District is 3,600 residents.
- (f) Elected citizen members shall replace representatives of the developer each time the District gains one-third (1/3<sup>rd</sup>) its projected total population until such time as all of the developer's representatives are replaced.
- (g) An elected citizen member shall replace the representative of local government at the time the District gains three-quarters of its projected total population.
- (h) Elected citizen members of the Board of Trustees shall be elected by majority of the residents of the District voting in elections held on the first Tuesday after the first Monday in December of each year. Each citizen member except an appointed citizen member shall be a qualified elector who resides within the District.

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

- 7. This Resolution shall be in full force and effect immediately upon its adoption.

- 8. Pursuant to a letter received by this Board, Triangle Properties, Inc. as the developer of the Authority, re-appoints the following persons as the developer members to the Board of Trustees of the Authority to serve a two - (2) year term ending October 16, 2003:

Donald R. Kenney Sr.

Ronald E. Davis

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

There being no further business the meeting adjourned.

\_\_\_\_\_  
Deborah B. Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald E. Wuertz