

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 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

10:00 AM Salt Bid Opening Engineer's Office

PUBLIC COMMENT – Fair Board Members and Mr. Ward discussed his requesting the fair be audited.

RESOLUTION NO. 01-1041

IN THE MATTER OF ADOPTING A RESOLUTION COMMENDING BILL LOWE FOR HIS YEARS AS DELAWARE COUNTY FAIR MANAGER:

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

Whereas, from 1983 until November 1993 Bill Lowe held the position of part-time Delaware County Fair Manager, and

Whereas, Bill Lowe became the full-time Delaware County Fair Manger in 1993, and

Whereas, for may years Bill Lowe has worked to make the Delaware County Fair one of the premier fairs in the State of Ohio, and

Whereas, Bill Lowe spent many seven day weeks in preparation for the Delaware County Fair and "Jug Week" in Delaware County, and

Whereas, Bill Lowe has dedicated his time and efforts to make sure the growth, planning and development of the fair was in the best interest of the citizens of Delaware County.

Now Therefore Be it Resolved, The Board of Commissioners of Delaware County wishes to express its sincere appreciation for the contributions Bill Lowe has made to Delaware County, and wish him the very best in all his future endeavors, and

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

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

RESOLUTION NO. 01-1042

IN THE MATTER OF APROVING A \$3000.00 SUPPLEMENTAL APPROPRIATION FOR FAIR SECURITY:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0120-030	Gen Fund/Comm – Grant	\$ 3,000.00

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

RESOLUTION NO. 01-1043

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE SEPTEMBER 20, 2001, COMMISSIONER'S SESSION TO 8:00AM:

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

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

RESOLUTION NO. 01-1044

IN THE MATTER OF APPROVING VOUCHERS, PURCHASE ORDERS AND PAYMENT OF WARRANTS NUMBERED 315486 THROUGH 316103:

It was moved by, Mr. Wuertz seconded by Mrs. Martin to approve for payment warrants numbered 315486 through 316103 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				
1B43011	Delaware JVS Adult ED	Prof Serv/Vocation	4510-2024	\$ 6,000.00

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INCREASE

1B43003	DATA	Client/Residential	4510-2025	\$ 11,000.00
1P10180	Installed Building Products, Inc.	Insulation & Vapor Barrier at Scioto Reserve	3530-4011	\$ 88,950.00
1P10040	Diamond Industrial Floors Inc.	Slip Resistant Floor for medic sta. #2,#4 & #5	0260-4012	\$ 14,568.32
1B08279	SunGard Bi-Tec Inc.	IFAS Licensing Model	8613-4106	\$ 532,239.00
1B08286	Acoustic Ceiling & Partition Co.	Drywall/Rough Carpentry	8612-4011	\$ 1,396,900.00
1B08284	Otis Elevator	New Serv. Bldg Elevator	8612-4011	\$ 219,980.00
1B10488	Concrete Technology	Architectural Precast Concrete	8612-4011	\$ 439,000.00
1B08362	Dell	Windows portion of Financial, HR & Payroll Programs	8613-4105	\$ 14,000.00
1B08361	Mapsys	UNIX Server of Fin, HR & Payroll Programs	8613-4105	\$ 64,000.00

Vouchers

1B07261	Treasurer, State of Ohio	Crippled Childrens Fund	0120-2059	\$ 11,803.41
1B10235	Paul Zernis General Contracting	Carolyn Conley Rehab	0079-2005	\$ 17,064.00
1P02664	City of Delaware	Del City 9-1-1 Levy Proceeds 2001	9110-2910	\$ 163,805.54
1B03519	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 12,981.50
1B07276	Ro-Dan Construction	Plumbing Contract/Library Expansion	8610-4012	\$ 8,443.00
1B10489	Tuttle Construction	Concrete & Masonry Walls	8612-4011	\$ 168,582.00
1B03141	Meacham & Apel Architects	Professional services	4812-4011	\$ 16,050.00
1P09786	Hill's Blacktop, Inc.	Bldg Remodeling/Rehabilitation	0020-4012	\$ 14,700.00
1B09606	Polaris Mall LLC	Public Road Improvements	8611-4020	\$ 626,090.36
1B42992	Liberty Community Center	Childcare Services	4580-2080	\$ 23,525.05
1B42992	Child Care Unlimited	Childcare services	4580-2080	\$ 7,185.00

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

RESOLUTION NO. 01-1045

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:
003-4510-020	JFS/ - Srvs & Chrgs	\$ 65,000.00
003-4516-020	JFS/ - Srvs & Chrgs	\$ 173,809.00
015-7030-015	Litter Grant - Mat & Sup	\$ 400.00
015-7030-040	Litter Grant - Equip	\$ 1,000.00
111-4535-020	Child Srvs/Cluster - Srvs & Chrgs	\$ 215,000.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
015-7030-011	015-7030-015	\$ 1,400.00
Litter Grant – Benefits	Litter Grant - Mat & Sup	
015-7030-012	015-7030-015	\$ 1,200.00
Litter Grant – PERS	Litter Grant - Mat & Sup	
020-2010-047	020-2010-040	\$ 200,000.00
MRDD – Transfers	MRDD - Equip	
131-1310-015	131-1310-020	\$ 1,000.00
ISP - Mat & Sup	ISP - Srvs & Chrgs	

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

RESOLUTION NO. 01 –1046

IN THE MATTER OF APPROVING THE DELAWARE COUNTY TREASURER’S REPORT:

It was moved by, Mrs. Martin seconded by Mr. Wuertz to approve the Treasurer’s Report.

Copy is available in the Commissioners’ office.

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

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RESOLUTION NO. 01-1047

IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 42.387, MORE OR LESS, ACRES FROM CONCORD TOWNSHIP TO CITY OF DUBLIN AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

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

Whereas, Richard C. Brahm, 145 East Rich Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **December 3, 2001, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01 -1048

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 Tami DeJonge and Tracey Merrin attend Quality Youth Program Training at Polaris Training Center on October 23-24, 2001, at no cost.

The Department of Job and Family Services is requesting that Mona Reilly attend an OJFSA conference in Columbus, Ohio on September 12, 2001, at the cost of \$10.00.

The Department of Job and Family Services is requesting that Carrie Block attend a monthly Adoption visit in Hornell, New York September 17-18, 200, at the cost of \$356.85.

The Dog Warden is requesting that John King attend a Pet First Aid Course in Mt. Gilead, Ohio on September 22, 2001, at no cost.

The Department of Job and Family Services is requesting that Jim Little attend a Child Welfare League of America Conference in Cleveland, Ohio October 29-31, 2001, at the cost of \$712.00.

EMS is requesting that 15 paramedics attend an Advanced Cardiac Life Support Course at Grady Memorial Hospital October 18 and October 25, 2001, at the cost of \$1,100.00.

CSEA is requesting that Adeana Turley attend SETS Training in Akron, Ohio on October 18-21, 2001, at the cost of \$430.00.

The Department of Engineering is requesting that Douglas Riedel attend a Transportation Engineering Conference in Columbus, Ohio on October 22 and 23, 2001; at the cost of \$85.00.

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

RESOLUTION NO. 01-1049

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM DORNOCH GOLF CLUB AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Dornoch Golf Club has requested a new D5I permit located at 3329 Columbus Pike, Delaware, Ohio and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 01-1050

IN THE MATTER OF APPROVING PLANS FOR TREEMONISHA SUBDIVISION; HIDDEN MEADOWS AT ALUM CREEK; PLATS FOR WINDING CREEK ESTATES 3; RATTLESNAKE RIDGE AND DITCH MAINTENANCE PETITION FOR RATTLESNAKE RIDGE:

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

Treemonisha Subdivision

Part of Farm Lot 2, Quarter Township 3, Township 3, Range 16, U.S.M.L. Harlem Township, Delaware County, Ohio. No Cost.

Hidden Meadows at Alum Creek

Situated in Berlin Township, Delaware County, Ohio Part of Farm Lot 7, Section 2, Township 4, Range 18 U.S. Military Lands. No cost.

Winding Creek Estates 3

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Farm Lot 5 and 8, Section 2, Township 4, Range 18 United States Military Lands, and being a 34.353 acre subdivision (3.961 acres in farm Lot 5 and 30.392 acres in Farm Lot 8), out of an original 60.750 acres tract (Tract 1) conveyed to G&G Land Corporation in Deed Book 609, Page 149 at The Delaware County Recorder’s Office, Delaware, Ohio. Cost \$45.00.

Rattlesnake Ridge

Situated in the State of Ohio, County of Delaware, Township of Trenton, being in Farm Lot 28 of Section 4, Township 4, Range 16, Unites States Military Lands containing 21.193 Acres of land, more or less, said 21.193 acres being out of that 204.958 acre tract of land described in the deed to Rattlesnake Ridge Golf Club, Ltd. of record in Official Record 35, Page 1312, Recorder’s Office, Delaware County Ohio. Cost \$12.00.

Ditch Maintenance Petition- Rattlesnake Ridge

We the undersigned owners of 21.193 acres in Trenton Township, Delaware County, Ohio propose to create a subdivision known as Rattlesnake Ridge 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 Rattlesnake Ridge Subdivision.

The cost of the drainage improvements is \$76,103.00 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. Four (4) 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, \$19,025.75 per lot. An annual maintenance fee equal to 2% of this basis \$381.00 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 \$ has been paid to Delaware County.

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

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

RESOLUTION NO. 01-1051

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR GRAND OAK SECTION 1; TARTAN FIELDS PHASE 16; VILLAGES OF OAK CREEK 11, PART A; VILLAGES OF OAK CREEK 11 PART B:

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

Grand Oak Section 1

THIS AGREEMENT executed on this 17th day of September, 2001, between **CENTEX HOMES, COLUMBUS DIVISION** as evidenced by the **GRAND OAK SECTION 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 9/4/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of 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 **SEVENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent 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

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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.

Tartan Fields Phase 16

THIS AGREEMENT executed on this 17th day of September, 2001, between **NHG DEVELOPMENT GROUP, INC.** evidenced by the **TARTAN FIELDS PHASE 16** 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 8/27/01, 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-TWOTHOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. 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

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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.

Villages of Oak Creek 11Part A

THIS AGREEMENT executed on this 17th day of September, 2001 between **HOMEWOOD CORPORATION** as evidenced by the **VILLAGES OF OAK CREEK PHASE 11, PART A** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 8/24/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

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

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

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

Villages of Oak Creek 11 Part B

THIS AGREEMENT executed on this 17th day of September, 2001 between **HOMEWOOD CORPORATION** as evidenced by the **VILLAGES OF OAK CREEK PHASE 11, PART B** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improve- ments shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 8/24/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

The **SUBDIVIDER** further agrees that any violations of or noncompliance with any of the provisions

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and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

RESOLUTION NO. 01-1052

IN THE MATTER OF ACCEPTING ROADS IN WALKER WOOD SECTION 7, PHASE 2; RIVER BEND SECTION 2, PHASE 2; DORNOCH ESTATES SECTION 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 7, Phase 2

- An addition of 0.19 mile to **Township Road Number 885, Tucker Trail**
- **Minnie Court**, to be known as **Township Road Number 997**
- **Rufus Court**, to be known as **Township Road Number 998**
- **Ratcliff Court**, to be known as **Township Road Number 999**
- **Norma Court**, to be known as **Township Road Number 1200**

River Bend Section 2, Phase 2

- An addition of 0.18 mile to **Township Road Number 596, Owenfield Drive**
- **Evergreen Avenue**, to be known as **Township Road Number 995**
- **Windbrush Avenue**, to be known as **Township Road Number 996**

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Dornoch Estates Section 2

- An addition of 0.36 mile to **Township Road Number 856, Royal Dornoch Circle**
- **Odevene Way**, to be known as **Township Road Number 1201**
- **Meadows Drive**, to be known as **Township Road Number 1202**
- **Inverness Avenue**, to be known as **Township Road Number 1203**

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

RESOLUTION NO. 01-1053

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WALKER WOOD SECTION 7, PHASE 2; RIVER BEND SECTION 2, PHASE 2; DORNOCH ESTATES SECTION 2:

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

Walker Wood Section 7, Phase 2

- On Township Road Number 997, Minnie Court, at its intersection with Township Road Number 885, Tucker Trail
- On Township Road Number 998, Rufus Court, at its intersection with Township Road Number 885, Tucker Trail
- On Township Road Number 999, Ratcliff Court, at its intersection with Township Road Number 885, Tucker Trail
- On Township Road Number 1200, Windbrush Drive, at its intersection with Township Road Number 885, Tucker Trail

River Bend Section 2, Phase 2

- On Township Road Number 995, Evergreen Avenue, at its intersection with U.S. Route 23
- On Township Road Number 995, Evergreen Drive, at its intersection with Township Road Number 596, Owenfield Drive
- On Township Road Number 996, Windbrush Avenue, at its intersection with Township Road Number 596, Owenfield Drive
- On Township Road Number 996, Windbrush Drive, at its intersection with U.S. Route 23

Dornoch Estates Section 2

- On Township Road Number 1201, Odevene Way, at its intersection with Township Road Number 856, Royal Dornoch Circle
- On Township Road Number 1202, Meadows Drive, at its intersection with Township Road Number 856, Royal Dornoch Circle
- On Township Road Number 1203, Inverness Avenue, at its intersection with Township Road Number 856, Royal Dornoch Circle

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

RESOLUTION NO. 01 -1054

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010142	Columbia Gas	Woods on Seldom Seen 3	Install gas main
U010144	Verizon	Horseshoe Road	Place telephone cable
U010145	Del-Co Water	Boston Road	Install waterline
U010146	Del-Co Water	Ross Road	Install waterline
U010147	Columbia Gas	Covington Meadows Section 2	Install gas main
U010148	Columbus Southern Power	South Old State Road	Install electric service
U010149	Suburban Natural Gas	Highland Hills at the Lakes 3	Install gas main
U010150	Suburban Natural Gas	Highland Hills at the Lakes 2	Install gas main

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

RESOLUTION NO. 01-1055

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE

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CONTRACT SUBMITTED BY QUALITY MASONRY COMPANY, INC., FOR GARAGE FLOOR RESURFACING AND DRAINAGE IMPROVEMENTS:

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

Whereas, Delaware County went out to bid and bids were taken on September 10, 2001, and

Whereas, after carefully reviewed the bids received, the bid submitted by Quality Masonry Company, Inc., 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 Quality Masonry Company, Inc., in the amount of \$34,100.00 for Garage Floor Resurfacing and Drainage Improvements.

CONTRACT

AGREEMENT, made and entered into this 17th day of September, 2001, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **QUALITY MASONRY COMPANY, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **THIRTY-FOUR THOUSAND ONE HUNDRED DOLLARS** (\$34,100), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **DELAWARE COUNTY GARAGE CONCRETE FLOOR RESURFACING AND DRAINAGE IMPROVEMENTS**, in accordance with general specifications and Invitation to Bid for same hereto attached; which general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before 30 days after commencement of work.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 01 -1056

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING TO CONSIDER THE RECONSTRUCTION AND ALTERATION OF THE INTERSECTIONS OF SOUTH OLD STATE (CR10) AND POWELL ROADS (CR 14) AND ALSO SOUTH OLD STATE (CR10) AND ORANGE ROADS (TR 114), ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO.

It was moved by Mrs. Martin, seconded by Mr. Wuertz to set date and time for viewing of intersections of South Old State and Powell Roads and also South Old State and Orange Roads, Orange Township, Delaware County, Ohio. Notice is hereby given that it is the intention of the Board of County Commissioners of Delaware County, Ohio, to begin investigation for the above referenced project.

Notice is hereby given that on November 5th at 1:00 PM the Delaware County Commissioners will leave their office at 101 North Sandusky to view the above mentioned proposed improvements. A final public hearing to consider the improvement will be held on November 5, 2001 at 7:30 PM in the hearing room of the Board of County Commissioners located at 101 North Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION 01-1057

IN THE MATTER OF APPROVING AN AMENDED COUNTYWIDE 9-1-1 PLAN.

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

WHEREAS, the Delaware County Board of Commissioners appointed a 9-1-1 Planning Committee on 2 January 2001 to amend the Delaware Countywide 9-1-1 Plan in accordance with Ohio Revised Code 4931.45, and

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WHEREAS, the 9-1-1 Planning Committee received final public recommendations to the plan on 29 August, and

WHEREAS, the 9-1-1 Planning Committee met for a final session on 31 August and adopted the amended plan for forwarding to the Board of Commissioners and **all Delaware County** political sub-divisions, and

WHEREAS, after reviewing and incorporating appropriate recommendations **from the public, public** officials, and the Delaware County Prosecutor’s Office, the 9-1-1 Planning Committee recommends ratification of the amended plan.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the amended Delaware County 9-1-1 Plan as recommended by the appointed 9-1-1 Planning Committee

Further be it resolved that the Board of County Commissioners would like to express their thanks to all those who participated in the process and the Committee members for their diligence and hard work in making this amendment a reality.

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 01-1058

IN THE MATTER OF APPROVING A PROPOSAL FOR INSTALLING SIDEWALKS AT MEDIC STATION TWO IN SUNBURY.

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

WHEREAS, Emergency Services requested proposals from four contractors for proposals to install sidewalks at Medic Station Two in Sunbury; and,

WHEREAS, only two proposals have been received and both have been reviewed and evaluated,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the project proposal submitted by Robertson Construction to install sidewalks at Medic Station Two in Sunbury at a cost of \$10,600.

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. 01-1059

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR GENOA FARMS, PHASES 1 & 2

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

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

Genoa Farms Section 1

This agreement executed on this 17th day of September 2001, by and between DOMINION HOMES, as evidenced by the GENOA FARMS, SECTION 1 Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$112,100.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 38 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$181,101.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the

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completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$9,055.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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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.

Genoa Farms Section 2

This agreement executed on this 17th day of September 2001, by and between DOMINION HOMES as evidenced by the GNOA FARMS SECTION 2 A Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$115,050.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 39 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$86,093.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,300.00 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

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SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

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

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

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

RESOLUTION NO. 01-1060

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR STONE BRIDGE AT GOLF VILLAGE:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plan for Stone Bridge at Golf Village submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

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RESOLUTION NO. 01-1061

IN THE MATTER OF APPROVING CHANGE ORDERS WITH KOKOSING CONSTRUCTION FOR THE ALUM CREEK WATER RECLAMATION FACILITY:

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

Water Reclamation Facility

Kokosing Construction – Change Order #4 – S98-1B

Bid Proposal	\$	36,414,320.00
Previous Chang Orders	\$	29,720.76
Increase CO # 4	\$	112,171.00
Total Contract to Date	\$	36,556,211.76

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

RESOLUTION 01-1062

IN THE MATTER OF DELAWARE COUNTY CODE COMPLIANCE REQUIRING ALL SPECIALTY CONTRACTORS TO HOLD A VALID STATE OF OHIO CONTRACTORS LICENSE:

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

WHEREAS, the pending changes in the Ohio Revised Code Chapter 4740 pursuant to the signing of House Bill 434 will become effective September 17, 2001; and

WHEREAS, such changes shall require all specialty contractors engaging in non residential work to hold a valid State of Ohio contractors license; and

WHEREAS, the licensing procedure will be administered by the Ohio Construction Industry Examining Board; and

WHEREAS, the Ohio Construction Industry Examining Board’s charge is to insure professionalism and customer confidence of Ohio citizens who hire various skilled tradesmen in the field of electrical, HVAC, refrigeration, plumbing and hydronics; and

WHEREAS, House Bill 434 is a General Rule and the intent is to create a system under which a contractor may obtain a single license to perform business in all parts of Ohio; and

WHEREAS, by virtue of Ohio Revised Code 307.37 & 3781.10, the Delaware County Board of Commissioners have created a building department that is responsible for the regulations pertaining to the erection, construction, repair, alteration and maintenance of all buildings within the unincorporated portion of the County; and

WHEREAS, by virtue of the changes to Ohio Revised Code Chapter 4740, Delaware County Code Compliance is now required to assure that all specialty contractors performing business that warrants a permit hold a valid State of Ohio contractors license; and

NOW THEREFORE, WE THE DELAWARE COUNTY BOARD OF COMMISSIONERS DO HEREBY ACKNOWLEDGE THE REQUIREMENTS OF THE CHANGES TO OHIO REVISED CODE CHAPTER 4740, THE REQUIREMENT FOR DELAWARE COUNTY CODE COMPLIANCE TO REQUIRE PROOF OF THE APPROPRIATE LICENSE FOR ALL SPECIALTY CONTRACTORS WHO ARE ENGAGING IN NON-RESIDENTIAL WORK AND FOR CODE COMPLIANCE TO BEGIN REGISTERING SUCH SPECIALTY CONTRACTORS.

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

RESOLUTION 01-1063

IN THE MATTER OF APPROVING TRANSPORTATION SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE CAB CO.:

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

TRANSPORTATION SERVICE CONTRACT

This contract made and entered into September 17, 2001 by and between the Delaware County Department of Job and Family Services (DCDJFS) and the Delaware Cab Co. (Provider)

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1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
2. **CONTRACT PERIOD:** This contract will be effective from September 17, 2001 through June 30, 2002 inclusive unless otherwise terminated.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal, and local funding as determined by the DCDJFS.
4. **COST AND DELIVERY OF PURCHASED SERVICES:** The amount to be paid for such services will be based on the following criteria established by DCDJFS. Reimbursement under this agreement will be by fixed unit rate. The rate of charge shall be as follows:

Flat rate of \$4.00 anywhere in Delaware city limits
\$0.75 per mile for travel beyond Delaware city limits

Provider shall submit to DCDJFS a monthly report of persons served, dates of service provided, rates charged, and required verifications.
5. **REFERRAL AND MONITORING PROCEDURES: See Exhibit 1**
6. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchased services rendered to eligible individuals. Such invoices shall include monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the correct invoice total.

DCDJFS shall not require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.
7. **INDEPENDENT CONTRACTORS:** Delaware Cab Co., its agents, and employees will act in performance of this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDJFS
8. **DUPLICATE BILLING:** Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.
9. **FINANCIAL RECORDS:** The Provider shall maintain independent books, records, 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 reports 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:** Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDJFS's final expenditure report, and/or will assure that maintenance of such for a like 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 act involving the records has been started before the expiration of the six year period, the provider shall retain the records until completion of the action and all issues which arise from it or until the end of the six year period, whichever is later.
11. **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 provision of the provider contract.
 - (A) The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.

As used in this section "deceptive" means: knowingly deceiving another or causing another to be

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

- 12. SAFE GUARDING OF CLIENT:** Provider agrees 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 providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
- 13. CIVIL RIGHTS: DCDJFS** and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
- 14. INDEMNITY AND INSURANCE**
- INDEMNITY: Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDJFS, the Ohio Department of Job and Family Services, and the Delaware County Board of Commissioners against any and all liability, loss damage, and/or related expenses incurred through the provision of services under this contract.
- INSURANCE: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury or death
- 15. TERMINATION:** This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.
- 16. PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.
- 17. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider 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 84) 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.
- 18. AMENDMENT OF CONTRACT:** This contract may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following
- The quality and extent of purchased services furnished by provider has been reduced or improved.
The maximum unit rate has varied significantly from actual cost.
The Provider fails to meet the necessary state and federal licensing requirements.
- 19. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:**
- (A) **CHARGES PER PERSON:** The Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per mile charge would be applied for distance traveled, calculated from the point of origin or base of the cab company, whichever is less, to the client's destination and return to the cab company or next fare, whichever is shorter.
- 20. RESOLUTION OF DISAGREEMENT:** The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:
- Level I Supervisor/Cab Company Operator
Level II DCDJFS Director/Cab Company Operator
- 21. GENERAL CONDITIONS:** Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.

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22. **MERGER OF BID DOCUMENTS:** Provider agrees that the bid specifications prepared by the DCDJFS and the Provider's response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

EXHIBIT I

Delaware County Department of Job and Family Services Responsibilities:

- A. Call referral to Delaware Cab at least twenty-four (24) hours prior to the time service is needed, except in emergency.
- B. Provide a written authorization of people needing the service to the Delaware Cab Company.
- C. Provide information concerning:
 - 1. When- time, date,
 - 2. Place- pick up and destination,
 - 3. Client name and applicable program,
 - 4. Which clients should have verification of their attendance at an appointment.
- D. Provide both telephone and written notice of any changes in ridership or times.

1. Delaware Cab Company Responsibilities:

- A. Provide taxi service:
 - 1. On an as-needed basis (in emergencies).
 - 2. On a pre-arranged schedule.
- B. Provide services within the time lines given.
- C. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
- D. Consult with appropriate staff on issues concerning times for pick-up and drop-off.
- E. Keep accurate records of services and send a monthly statement of services provided and charges.
- F. Immediately notify the supervisor or the director of any accident or incident, no matter how minor, that involves a client covered by this contract. A list of contact numbers is on page four (4) of the contract.
- G. Collect attendance verification from ARPS and EMT clients.

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

RESOLUTION NO. 01-1064

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS SUSAN BARNES, CARRIE BURNS AND CRAYON KIDS OF DUBLIN:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
Crayon Kids of Dublin, Inc. 6190 Shamrock Court Dublin, Ohio 43017	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		\$ 45.00 \$ 35.00	
		Rates per Hour		
Carrie Burns 141 Glengary Drive Delaware Ohio 43015	Infant	\$ 2.75		None
	Toddler	\$ 2.75		
	Preschool	\$ 2.50		
	School Age	\$ 2.50		

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	Hourly – Billing Units			
Susan Barnes 535 Adams Lane Delaware, Ohio 43015	Infant	\$ 2.05		
	Toddler	\$ 2.05		
	Preschool	\$ 1.90		
	School Age	\$ 1.90		
	Hourly – Billing Units			

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

RESOLUTION NO. 01-1065

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR FY99 PRIVATE HOUSING REHABILITATION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Wednesday, October 3, at 4:00 PM.** This bid is for one family unit located at 15628 Hartford Rd., Sunbury Ohio.

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

RESOLUTION NO. 01-1066

IN THE MATTER OF APPOINTING REGINA SCHODROWSKI AND GERALD WASHBURN AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVES TO THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD:

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 individuals to the Delaware-Morrow Mental Health and Recovery Services Board. Regina Schodrowski will complete Dr. Leslie Mass’s term beginning July 1, 2001 and ending June 30, 2005. Gerald Washburn will complete Phyllis Bahricks’s term beginning July 1, 1998 and ending June 30, 2002.

Therefore, Be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Regina Schodrowski and Gerald Washburn to the Delaware-Morrow Mental Health and Recovery Board.

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

RESOLUTION 01-1067

IN THE MATTER OF APPROVING CONTRACTS WITH AIR EXPERTS, LLC (INTERIOR HVAC) AND ACCENT COMMUNICATION SERVICES, INC. (VOICE AND DATA) FOR THE NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Air Experts, LLC
147 Lake Street
Delaware, OH 43015**

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

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**Bid Package Twenty-eight – INTERIOR HVAC
 Delaware County Services Building
 140 North Sandusky Street
 Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, Three Hundred Ninety-nine Thousand, Eight Hundred Sixty-three dollars (\$399,863), based upon the Bid Form, dated July 24, 2001 submitted by the Contractor.

\$399,863 Base Bid
no alternates awarded
Total Contract Amount \$ 399,863

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally

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determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Accent Communication Services, Inc.
611 Sunbury Road
Delaware, Ohio 43015**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Thirty – VOICE AND DATA
Delaware County Services Building
140 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Forty-six Thousand, Four Hundred Seventy-six dollars and Fifty cents (\$46,476.50), based upon the Bid Form, dated July 24, 2001 submitted by the Contractor.

**\$46,476.50 Base Bid
no alternates awarded
Total Contract Amount \$46,476.50**

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

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Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 01-1068

IN THE MATTER OF APPROVING CHANGE ORDER # 1 FOR BID PACKAGE 13 (FURNISH AND INSTALL FULLY ADHERED ROOF IN LIUE OF SPECIFIED BALLASTED ROOF) FOR THE NEW SERVICES BUILDING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve change order #1 for Bid Package 13:

Chemcote Roofing Company

Original Contract	\$334,980.00
Change Order	\$ 22,500.00
Revised Contract Amount	\$357,480.00

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

RESOLUTION NO. 01-1069

IN THE MATTER OF APPROVING CONTRACT WITH VERIZON WIRELESS AND DELAWARE COUNTY:

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

VERIZON WIRELESS SERVICE

This agreement, effective September 17, 2001, by and between Verizon Wireless and Delaware County is for the provision of wireless phone service for Judge Krueger.

TERM: Two year agreement.

HARDWARE: Star TAC phone at the one time cost of \$129.99 (on first month's bill).

RATE: \$25.00 monthly access charge plus chargeable time for use and taxes.

Complete contract is available in the Commissioners' office.

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

RESOLUTION NO. 01-1070

IN THE MATTER OF ADOPTING AN OFFICIAL COUNTY FLAG:

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

Whereas, the State of Ohio and the Capital Square Review and Advisory Board has asked all Ohio counties to adopt an official county flag by the beginning of the year 2003, and

Whereas, the State of Ohio and the Capital Square Review and Advisory Board would like to fly all county flags on the Veterans' Plaza on appropriate occasions, and

Whereas, Delaware County had previously adopted a county flag which incorporated all Delaware Townships at the time

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio that the Official Delaware County Flag, which includes Washington Township, and incorporates all Delaware County townships.

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

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2001

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners