

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Donald Wuertz, Deborah Martin, James Ward

- 8:30 AM Dale M. Wilgus-Investment Committee
- 10:00 AM Bid Opening Date And Time For Liquid Asphalt, Hot Mix And Cold Mix Materials And Two Men And A Paver (50 Channing Street)

PUBLIC COMMENT

RESOLUTION NO. 02-494

IN THE MATTER OF APPROVING VOUCHERS AND PAYMENT OF BATCH NUMBERS OHCF410A, OHCF410B, OHSC411D, OHSC412B, OHCF412A:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of batch numbers OHCF410A, OHCF410B, OHSC411D, OHSC412B, OHCF412A and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Vouchers			
House of New Hope, Inc.	Residential Treatment	22511607-534234215	\$ 7,601.51
Del Cty Bd of Dev Disabilities	Board & Care	1011501-5350	\$ 8,750.00
Treasurer State of Ohio	Crippled Children's Fund	10011102-535737530	\$ 8,804.13
Franklin County Coroner	Autopsies	10030301-534234201	\$ 5,675.00
City of Delaware	Reimbursement for Storm Sewers	40400412-541041002	\$ 77,348.00
Treasurer State of Ohio	Audit	10011102-530130101	\$ 10,321.63
Mid-State Electrical Construction, Inc.	New Bldg Const/Scioto/Electrical	40211406-541041002	\$ 5,590.85
Robertson Construction Services, Inc.	New Bldg Const/Scioto/General	40211406-541041002	\$ 37,576.74

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

RESOLUTION NO. 02-495

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Treasurers Office is requesting that Dale M. Wilgus attend a Spring Treasurers Conference in Aurora, Ohio May 14-16, 2002, at the cost of \$570.00.

Juvenile Court is requesting that Bobby Massie attend a Clinical Supervision Workshop in Columbus, Ohio May 6, 2002, at the cost of \$80.00. (Required Training).

The EMS Department is requesting that Bill Barks attend an Emergency Driver Training Program in Mt. Sterling, Ohio May 18, 2002, at the cost of \$300.00. (Required Training).

The Environmental Services Department is requesting that Julie Mays attend a Managing Conflict and Customer Service Course at JVS South on May 31, 2002, at the cost of \$55.00. (Continuing Education).

The Environmental Services Department is requesting that Kim Scaggs attend a Telephone Techniques for Customer Service at JVS South on May 6, 2002, at the cost of \$70.00. (Continuing Education).

Administrative Services is requesting that Steve Savon attend a County Loss Control Coordinators Association Meeting in Bellville, Ohio April 19, 2002, at the cost of \$35.00. (Safety Training).

The Records Center is requesting that Christine Shaw attend a tour and viewing of the Warren & Greene County imaging systems in Lebanon & Xenia, Ohio April 22, 2002, at the cost of \$125.00. (Training).

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

RESOLUTION NO. 02 -496

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING THE THIRD WEEK OF APRIL 2002 AS THE NATIONAL TELECOMMUNCATORS WEEK IN THE COUNTY OF DELAWARE, OHIO:

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

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

WHEREAS; the Congress of the United States, and the President of the United States have, since 1992, established the third week of April as National Telecommunicators Week, and;

WHEREAS; emergencies can occur at anytime, and;

WHEREAS; telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response, and;

WHEREAS; telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, Emergency Medical and Emergency Management responders, and;

WHEREAS; this board believes that the telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel, and;

WHEREAS; the services of public safety telecommunicators is a “silent service” that is seldom observed by the public that deserves recognition;

THEREFORE be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, enthusiastically supporting recognition of all our professional telecommunicators by declaring the third week of April as the National Telecommunicators Week, and that all our citizens are invited to observe this event.

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

RESOLUTION NO. 02-497

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE TREASURER’S OFFICE:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
24414102-520	Delinquent Tax - Mat & Sup	\$ 6,459.00

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

RESOLUTION NO. 02-498

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR’S OFFICE:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
20110105-520	REA/Appraisal - Mat & Sup	\$ 10,412.00
20110106-520	REA/GIS - Mat & Sup	\$ 2,933.70

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

RESOLUTION NO. 02-499

IN THE MATTER OF APPROVING A PLAT FOR STULTS FARM SUBDIVISION:

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

Stults Farm Subdivision

Situated In State Of Ohio, County Of Delaware, Township Of Scioto, Lot No. 10, V.M.S. 5500 And Being 8.977 Acres Of 10.646 Acres parcel Book 43, Page 2378, and all 30.917 acres parcel book 95, page 1833 in the Delaware County Recorder’s Records. Cost \$31.00.

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

RESOLUTION NO. 02-500

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR STULTS FARM:

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

Stults Farm

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 15th day of April, 2002 between **THE EDWARD A. KEMMLER MEMORIAL FOUNDATION & KRISTA J. VOLTOLINI** as evidenced by the **STULTS FARM** 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 12/20/01 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

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

RESOLUTION NO. 02-501

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR GOLF VILLAGE SECTION 3, PHASE A:

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

Golf Village Section 3, Phase A

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

In accordance with the **Subdivider’s Agreement**, The Engineer recommends the maintenance bond be set at **\$60,000** for the duration of the maintenance period. A Bond in that amount is currently in place. He also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

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

RESOLUTION NO. 02 -502

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

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

Permit #	Applicant	Location	Type of Work
U02049	Columbia Gas of Ohio	North Orange Section 3, Phase 2	Install gas pipe

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

RESOLUTION NO. 02-503

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE CONTRACT WITH THE SHELLY COMPANY FOR THE 2002 ROAD IMPROVEMENT PROGRAM:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Bid and approving the following contract:

2002 Road Improvement Program-Bid Opening of April 8, 2002

As a result of the referenced bid opening, the Engineer recommends a bid award be made to the Shelly Company of Ostrander, Ohio, the low bidder for the project.

CONTRACT

AGREEMENT, made and entered into this 15th day of April, 2002 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE SHELLY COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **ONE MILLION NINE HUNDRED TWO THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND TWO CENT (\$1,902,653.02)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2002 Road Improvement Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

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 September 13, 2002.

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

RESOLUTION NO. 02-504

IN THE MATTER OF DECLARING A NECESSITY TO ACQUIRE RIGHT-OF-WAY FOR
CONSTRUCTION OF THE EXTENSION OF SAWMILL PARKWAY:

It was moved by Mrs. Martin, second by Mr. Ward to declare a necessity to acquire a right of way for the construction of the extension of Sawmill Parkway, as follows:

Whereas, the Delaware County Commissioners have a duty to provide for the development of adequate roads in the county, and

Whereas, the Delaware County Commissioners have decided that it is necessary to extend Sawmill Parkway to insure adequate roads for the county, and

Whereas, the Board of County Commissioners of Delaware County, Ohio, by and through consultation with the Delaware County Engineer and deliberations have selected the site for the extension of Sawmill Parkway that will best serve the needs and ends of the citizens of the county, and

Whereas, the County has been unsuccessful in its efforts to purchase certain parcels within for the required right of way for the construction of the extension of Sawmill Parkway, and

Now Therefore Be It Resolved, that the Commissioners of Delaware, Ohio do hereby request that the Prosecuting Attorney of Delaware County, Ohio proceed with actions of appropriation pursuant to Chapter 163 of the Ohio Revised Code a 150 foot right-of-way on the tracts of land belonging to;

1. Zippity LLC, described as follows: (on file in the Commissioners Office)
- Situated in the Township of Liberty, in the State of Ohio, and in the County of Delaware, and being bounded and described as follows:
2. Vista Land Company LLC, described as follows: (on file in the Commissioners Office)
- Situated in the Township of Liberty, in the State of Ohio, and in the County of Delaware, and being bounded and described as follows:

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

RESOLUTION NO. 02-505

IN THE MATTER OF APPROVING TEMPORARY EASEMENT AND RIGHT-OF-WAY FOR OLD
3C IMPROVEMENTS PROJECT:

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

Charles N. Duffey

EASEMENT PURCHASE AGREEMENT
FOR PUBLIC ROAD RIGHT-OF-WAY
AND/OR
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION

This agreement made at Delaware, Ohio on the last date of acceptance by and between Charles N. Duffey, hereinafter called “SELLER” and the County of Delaware, State of Ohio, Hereinafter designated the “BUYER”, witnesseth:

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

1. Seller agrees to sell and convey and the buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at Delaware County, Ohio, and more particularly described as follows:

SEE LEGAL DESCRIPTION

(Copy available in the Commissioners Office)

2. The Seller further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at **Northwest corner SR. 3 & Chandler Ct., Westerville, Ohio**, Delaware County, Ohio and more particularly described as follows:

SEE LEGAL DESCRIPTION

(Copy available in the Commissioners Office)

3. The purchase price for both the permanent easements including all damages is **\$11,440.00** payable at closing.

4. Possession will be at closing.

5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.

6. The Buyer also agrees to the Following additional items of consideration:
None.

7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached to agreement is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the Sellers he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Eastlawn Memory Gardens, Inc

**EASEMENT PURCHASE AGREEMENT
FOR PUBLIC ROAD RIGHT-OF-WAY
AND/OR
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION**

This agreement made at Delaware, Ohio on the last date of acceptance by and between **Eastlawn Memory Gardens, Inc**, hereinafter called "**SELLER**" and the County of Delaware, State of Ohio, Hereinafter designated the "**BUYER**", witnesseth:

2. The Seller further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at **SR. 3 Westerville, Ohio**, Delaware County, Ohio and more particularly described as follows:

SEE LEGAL DESCRIPTION BELOW

3. The purchase price for both the permanent easements including all damages is **\$370.00** payable at closing.

4. Possession will be at closing.

5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.

6. The Buyer also agrees to the Following additional items of consideration:
None.

7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached to agreement is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the Sellers he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

meeting.

TEMPORARY RIGHT OF WAY EASEMENT FOR HIGHWAY PURPOSES
KNOW ALL MEN BY THESE PRESENTS:

That EASTLAWN MEMORY GARDENS, INC. hereinafter referred to as the GRANTOR(S) (as used herein, Grantor includes the plural and word in the masculine includes the feminine) in consideration of the sum of Three Hundred Seventy Dollars (\$370.00) to be paid by DELAWARE COUNTY, the GRANTEE, does hereby grant, bargain, sell, convey and release to the said GRANTEE, its successors and assigns forever, a temporary easement to exclusively occupy and use for highway Purposes for the use and benefit of Delaware County Commissioners, Which is more particularly described in the Exhibit A & B attached hereto with the following described real estate:

PARCEL 35 T
DELAWARE COUNTY, STATE ROUTE 3

The duration of the temporary easement herein granted to the Grantee is expected to be eighteen (18) months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors; provided however, because the progress of construction on any highway project is unpredictable, it is possible that Grantee will require additional time within which to completed the work to be performed on this temporary easement area.

TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVE FOR UP TO 18 MONTHS FROM DATE OF ENTRY BY GRANTEE.

DESCRIPTION OF
PARCEL 35 T
STATE ROUTE 3

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Being Part Of Farm Lot 20, Quarter Township 3, Township 3 Range 17, And Being Part Of The 9.915 Acre Tract Conveyed To Eastlawn Memory Gardens Inc. By Deeds Of Record In Deed Book 466, Page 611 And Deed Book 615, Records Of The Recorder's Office Delaware County, Ohio

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

RESOLUTION NO. 02-506

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE ANNUAL
PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR THE DELAWARE COUNTY
SHERIFF'S OFFICE RADIO COMMUNICATIONS:

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

The Delaware County Commissioners Office will receive bids on **Monday May 6, 2002 at 2:00PM** at the County Commissioners Office located at 101N. Sandusky St. Delaware, Ohio for annual preventative maintenance and service contract for the Delaware County Sheriff's Office radio communications. The specifications, requirements and expectations for the bid award are as follows (all are minimum):
Delaware County will award a contract for a period of two (2) years, (renewable, at the County's desire, at the anniversary date of the bid award for up to four (4) consecutive six (6) month periods). Delaware County reserves the right to terminate any contract for non-performance by providing written notice thirty (30) days in advance.

Bidders shall supply a sample of their contract with all bids. The contract shall include the original bidding documents and the bid specifications. The terms and conditions contained in these documents constitute the entire agreement between the parties.

All bidders shall list at least three (3) references, preferably from local businesses or companies.
All bidders shall include proof of general liability insurance with all bids.

All bidders shall include proof of Workman's Compensation Coverage with all bids.

Delaware County will award contract based on the lowest price and best quality of services for the County based on all terms bid and references provided.

Any deviations shall be documented as to their equality or superiority to the specifications to the satisfaction of the Delaware County Commissioners.

Failure to complete and sign the Bid Form in full or failure to comply with all specifications and instructions could result in the non-acceptance of bid.

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

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

RESOLUTION NO. 02-507

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

It was moved by Mrs. Martin, seconded by Mr. Ward, to approve the First Quarterly 2002 Report for Recycle Ohio Grant.

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

RESOLUTION NO. 02-508

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN GRAND OAK SECTION 1 AND FERIDEAN COMMONS 2:

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

Grand Oak Section 1	6,828 feet of 8 inch sewer	31 manholes
Feridean Commons 2	800 feet of 8 inch sewer	5 manholes

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

RESOLUTION NO. 02-509

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SCIOTO RESERVE SECTION 3 PHASE 5:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plan for Scioto Reserve Section 3 Phase 5 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-510

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR HARBOR POINTE SECTION 3; GOLF VILLAGE SECTION 4 PHASE A AND GOLF VILLAGE SECTION 4 PHASE B:

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

Harbor Pointe Section 3

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 15th day of April 2002, by and between MI SCHOTTENSTEIN HOMES INC SUBDIVIDER, as evidenced by the **HARBOR POINTE SECTION 3** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$144,550.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 49 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 (\$134,240.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$7000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the 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.

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

Golf Village Section 4 Phase A

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 15th day of April 2002, by and between CENTEX HOMES SUBDIVIDER, as evidenced by the **GOLF VILLAGE SECTION 4 PHASE A** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$79,650.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 27 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$106,800.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$6,400.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER 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

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

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

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

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

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

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

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

Golf Village Section 4 Phase B

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 15th day of April 2002, by and between CENTEX HOMES SUBDIVIDER, as evidenced by the **GOLF VILLAGE SECTION 4 PHASE B** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$88,500.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 30 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 (\$43,300.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,600.00, 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

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

RESOLUTION NO. 02-511

IN THE MATTER OF APPROVING A CONTRACT WITH CHOICE ONE FOR TELEPHONE SERVICE WITH THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the contract with Choice One.

(Copy available in the Commissioners Office)

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

FRED FOLWER –ANNOUNCING PUBLIC MEETINGS FOR DELAWARE COUNTY CODE COMPLIANCE PROGRAM:

**Delaware County Code Compliance
Fuel Gas Piping Permitting and Inspection Program**

Current codes, as well as new codes being considered for adoption, require the inspection of gas piping. In the past local gas suppliers have performed these inspections. However, due to recent deregulation laws, this service will end. Code Compliance has developed a program that will monitor the installation and testing of gas piping.

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

This program will consist of the permitting, inspection and testing of new gas piping installations in all buildings within the County’s jurisdiction. In an effort to adequately inform and prepare affected individuals and companies, Code Compliance is hosting two separate meetings. At the meetings Code Compliance staff will explain the program, announce the implementation date and hand out written procedures.

Meeting dates and locations: Tuesday, April 16, 2002, 6:30 p.m., Delaware County Olentangy
Environmental Control Center
Wednesday, April 17, 2002, 6:30 p.m., Delaware Joint Vocational
School (North Campus)
*Reservations required for each meeting

RESOLUTION NO. 02-512

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN STRATEGIC MONITORING SERVICES INC. AND THE DELAWARE COUNTY INTENSIVE SUPERVISION PROGRAM:

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

SERVICE AGREEMENT

THIS AGREEMENT is BETWEEN: STRATEGIC Monitoring Services, Inc., a body corporate duly incorporated under the laws of the State of Delaware and located at P.O. Box 3488, Blaine, Washington, U.S.A., 98231-3488. (hereinafter referred to as "**STRATEGIC**") **OF THE FIRST PART AND: DELAWARE COUNTY INTENSIVE SUPERVISION PROGRAM**, located at 115 N. Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as "**Agency**") **OF THE SECOND PART.**

WHEREAS Agency is desirous of contracting with STRATEGIC for the delivery by STRATEGIC of twenty-four hour, seven day per week Electronic Curfew Monitoring services using STRATEGIC’s Electronic Curfew Monitoring System, as well as the delivery of certain equipment necessary for such monitoring; and

WHEREAS STRATEGIC is in the business of developing and marketing computerized radio frequency based technology and software used in Electronic Curfew Monitoring; has developed STRATEGIC’s Electronic Curfew Monitoring System; and has organized a Monitoring Centre(s) for the purpose of providing Agency with Electronic Curfew Monitoring services; and

WHEREAS STRATEGIC is in the business of developing and marketing voice verification technology and software used in Voice Verification Monitoring; has developed the Warden Voice Verification System; and has organized a Monitoring Center(s) for the purpose of providing Agency with Voice Verification services; and

WHEREAS STRATEGIC desires to contract with Agency for the provision of Electronic Curfew Monitoring services and for the provision of equipment to accomplish same in exchange for certain payments and consideration;

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

1. Term of Agreement.

This Agreement will commence on the **15th** day of **April, 2002** and will continue in force for **twelve (12)** months (the "Initial Term"). This Agreement will be deemed to be renewed annually ("Renewal Term") upon the expiration of the Initial Term, unless a party hereto notifies the other party thirty days prior to renewal that this Agreement will be terminated or unless this Agreement is terminated as otherwise provided herein. Monthly rental will be at the same rates as provided in this Agreement and as in effect at the time of the renewal, unless the parties agree otherwise in writing.

In the event of failure by the Agency to pay STRATEGIC invoices when due, STRATEGIC retains the right, upon three (3) business days written notice, to terminate services hereunder whereupon the Agency shall promptly return all of STRATEGIC’s equipment in good working order.

2. Equipment.

All equipment is the property of STRATEGIC and shall remain the property of STRATEGIC. STRATEGIC shall furnish equipment for use by Agency, as more fully described as to type and quantities as listed on Schedule "A" attached hereto (the "Equipment"). Schedule "A" may be amended by way of addition or subtraction of equipment during the term(s) of this Agreement by written agreement of the parties hereto and any such changes shall be governed by the terms hereof as if incorporated in this original Agreement. STRATEGIC will require the Agency to verify its inventory of equipment on each renewal of this Agreement. Additionally, STRATEGIC also will provide the central computer hardware, central operating system and STRATEGIC’s Software necessary for operation of the Equipment and necessary to provide the services described herein. Such equipment and software shall be located at a Monitoring Centre, provided by STRATEGIC.

3. Software.

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

Title to all software used by STRATEGIC to perform services pursuant to this Agreement shall remain with STRATEGIC. Agency may not sublicense or distribute software in any fashion.

4. System Updates.

STRATEGIC may from time to time inform Agency respecting availability of updated Equipment and/or software. STRATEGIC may use updated equipment or software to comply with its duties under this Agreement, and may make the Platinum/Platinum Plus product line updated equipment available to Agency at no charge.

5. Central System Operation.

STRATEGIC shall provide, maintain and operate the central monitoring system on a 24-hour continuous basis, 7 days a week, 365 days a year.

6. Communications.

STRATEGIC shall provide for Agency use of toll-free numbers used for operation of the system.

7. Reports.

STRATEGIC shall furnish reports to Agency as follows:

- a. Daily Reports: STRATEGIC shall furnish daily printed reports, showing alarms for each unit, by telephone facsimile, if available at Agency, before 10:00 am Central Time of the following day or by mail.
- b. Other Reports: Within a reasonable period of time, STRATEGIC shall furnish other reports required to conduct a monitoring service and directly related to the activities of a monitored individual as may be reasonably requested by the Agency in writing. Other reports, including without limitation, detailed activity analysis reports or other summaries, are available and upon Agency request, STRATEGIC will provide a proposal for furnishing such reports.

8. Alarm Away Notification.

In addition to reports provided in Section 7 above, STRATEGIC shall furnish 24-hour Alarm Away notification monitoring services in connection with operation of the central computer station. Such service shall provide notification to the participant's reporting officer as specified in writing by the reporting officer by completing the notification form and faxing it to the monitoring center. The following methods are the alarm notification procedures (8.a, 8.b, or 8.c) available.

- a. Immediate Notification: STRATEGIC has the capability to provide simultaneous notification of an alarm by automatically generating a Page and/or a FAX giving notification that an alarm has occurred, or having the monitoring centre operator report, via telephone, to the designated Agency personnel that an alarm has taken place.
- b. Next Day Notification: By 10:00 am of each day, STRATEGIC will generate a printed report summarizing an active participant's activities for the previous twenty-four hour calendar day. Agency may select from a menu of parameters those items they choose to have included in each participant's report. If next day notification is selected, STRATEGIC will generate and FAX the Individual Summary Reports seven days a week.
- c. Next Working Day Notification: By 10:00 am each day, STRATEGIC will generate a printed report summarizing an active participant's activities for the previous twenty-four hour calendar day. Agency may select from a menu of parameters those items they choose in writing to have included in each participant's report. If next working day notification is selected, STRATEGIC will generate and FAX the Individual Summary Reports five days a week, with the reports for Saturday and Sunday being FAXed by 10:00 am Monday morning. STRATEGIC will not be responsible if Agency personnel are not available to receive in a timely fashion the reports requested by Agency, including Page notification, nor will STRATEGIC be responsible for undertaking any extra effort to reach Agency personnel not available as required herein.

9. Training.

STRATEGIC shall provide mutually agreeable training to Agency personnel as reasonably necessary for use of the Equipment and/or interpretation of the reports provided to Agency under this Agreement, including any newly developed Equipment or any different type of Equipment newly acquired by Agency. Additional training that may be required as a result of personnel changes of Agency will be provided by STRATEGIC for a reasonable fee.

10. Consultation.

STRATEGIC shall provide, for a mutually agreeable fee, additional consultation and advice regarding systems, operation and technology in regards to Electronic Curfew Monitoring as mutually agreed and reasonably requested by Agency.

11. Legal Appearances.

STRATEGIC shall provide court appearances as required by the judiciary or Agency, by a representative of STRATEGIC, provided Agency pays travel costs and other direct expenses.

12. Product Warranty.

All STRATEGIC Equipment supplied to Agency pursuant to this Agreement shall be free from manufacturing defects for the full term of this Agreement, including any subsequent renewal terms, from date of delivery. In the event any STRATEGIC product proves to be defective when correctly installed, properly maintained and used as directed, such

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

STRATEGIC Product shall be repaired or replaced at STRATEGIC's option. Agency shall return all equipment for warranty service or repair, to STRATEGIC's designated service facility at STRATEGIC's expense. Such returned equipment shall be repaired or replaced at the option of STRATEGIC, and shipped to Agency within three (3) business days of its receipt when requested to do so by the Agency at STRATEGIC's expense. Agency is responsible for shipping charges incurred as a result of excess inventory returns.

13. Damage, Theft and Tampering.

Agency agrees to be responsible for any lost or damaged Equipment which is lost or damaged while on the premises of or in control of Agency. Agency agrees to cooperate with efforts to recover or obtain restitution for any lost or damaged Equipment and to undertake reasonable actions helpful to accomplish same. Alterations or additions shall be considered to be damage or tampering. Agency is responsible to immediately report any lost or damaged Equipment to STRATEGIC. The Agency is responsible to verify its inventory of Equipment each year as a condition of renewal of this Agreement. Any lost or damaged equipment found as a result of the inventory, which has not been previously reported to STRATEGIC, is the responsibility of the Agency and STRATEGIC will invoice the Agency.

14. Operation of Equipment and System.

Equipment shall be operated by Agency according to instructions of STRATEGIC. STRATEGIC will provide reasonable telephonic technical assistance. Agency and STRATEGIC understand that new versions of hardware and software may from time to time be implemented, and agree to work together at all times to allow for reasonable and cost-effective use of the system. Agency shall give STRATEGIC reasonable advance notice of new participants being assigned to the monitoring program, schedule changes, and participants being terminated from the program.

15. Responsibility for Implementation of Program, Assignment of Participants and Choice of System/Sets.

Agency is solely responsible for the decision to implement an Electronic Curfew Monitoring program. Agency is solely responsible for screening and determination of suitability of offenders and physical attachment of electronic supervision devices to participants and set-up and enrollment. STRATEGIC offers the use of STRATEGIC's Electronic Curfew Monitoring System, technical services, and 24-hour central computer monitoring. Agency and its personnel assumes responsibility for attaching, removing, and supervising the use of electronic curfew monitoring field sets and responding to alarms when notification of same is received. Agency understand that electronic curfew monitoring systems and sets are intended solely for the purpose of identifying the presence or absence of a person in a given location and under specific circumstances, that the products are not impervious to tampering or misuse and that Electronic Curfew Monitoring is not the same as either electronic tracking or incarceration in a secure facility, such as a jail or prison.

16. STRATEGIC's Liability.

The parties expressly agree that STRATEGIC's liability with respect to the provision of any hardware and/or software pursuant to this Agreement is strictly limited to the replacement or repair of such hardware and/or software and the cancellation of charges for services not satisfactorily rendered. In no event shall STRATEGIC, its officers, employees or agents be liable for any consequential damages to Agency or any of its wards or any other third party, whether contractually, in tort or otherwise at law or in equity, for any error or omission, malfunction or negligence in the provision of any Equipment or services.

17. Agency's Liability.

The Agency shall be held responsible and shall indemnify STRATEGIC, its employees, agents and affiliates from any claims and damages related to the incorrect attachment of STRATEGIC Products to offenders and/or failure to properly set-up or test STRATEGIC Products before leaving same with the offender. The Agency shall indemnify and save harmless STRATEGIC, its employees, agents and affiliates with respect to any failure of the Agency to respond to any alarm or message notification from STRATEGIC. All installation, set-up and testing of STRATEGIC Products shall be in accordance with STRATEGIC's standard written instructions, as in effect from time to time.

18. Compensation.

In consideration for services and Equipment supplied by STRATEGIC, Agency agrees to pay, during the term of this Agreement and during any subsequent renewal periods, when a new rate for such renewal period is not specified, the amounts set out on Schedule "B" attached hereto. STRATEGIC agrees to submit a monthly billing invoice to Agency. The invoice will provide an itemized list of services performed during the invoice period and include the names of all participants monitored and the amount of time rendered with each client. The Agency agrees to pay STRATEGIC in accordance with this Agreement within thirty (30) days of the receipt of the invoice. If payments are not made within a forty-five (45) day period, Agency will be charged a finance fee of 1.5% per month, 18% per annum or the maximum allowable under the law on any overdue amount until full payment has been made.

19. Visitation of Facility.

Authorized employees or representatives of the Agency shall be entitled to enter STRATEGIC's Monitoring Centre during normal business hours or during any other times if arranged by Agency and STRATEGIC upon 24 hours notice.

20. Independent Contractor Status.

This Agreement is not intended, and shall not be construed, to create the relationship of agent, employee, partnership, joint venture or association as between Agency and STRATEGIC. STRATEGIC also understands and agrees that all employees or subcontractors of STRATEGIC furnishing services to Agency pursuant to this Agreement are, for all

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

purposes employees or subcontractors solely of STRATEGIC and not Agency and the Agency neither has nor exercises any control or direction over the work or functions of STRATEGIC.

21. Disclosure, Propriety Considerations.

STRATEGIC, its employees, and subcontractors shall keep all information supplied by Agency confidential and shall employ reasonable safeguards against any disclosure of such information. STRATEGIC shall further ensure that all persons having access to its computer system, database or records of persons monitored for the Agency under this Agreement have signed a Confidentiality Agreement. All materials or information of STRATEGIC will be considered to be proprietary and Agency agrees to keep same confidential and to employ all reasonable safeguards to prevent any disclosure of such materials or information to any non-Agency entities, including safeguards concerning the copying of same. Agency will further ensure that no monitored individual, including family members and friends, are given any information concerning STRATEGIC, specifically telephone numbers and location. Agency will not permit third parties to have use of or access to STRATEGIC products except in the proper course of the Agency's business and in particular Agency will not permit the use of STRATEGIC products outside of the context of duly awarded monitoring contracts and will not permit any outside party to copy or reverse engineer STRATEGIC products. Agency will at all times maintain accurate records respecting the location of STRATEGIC products and will provide such information to STRATEGIC on request.

Nothing herein shall be construed as preventing STRATEGIC from providing information respecting monitored individuals when lawfully compelled to do so by a court of competent jurisdiction. Where STRATEGIC is requested to supply information to the attorney of any monitored individual it may do so but only after providing notice of its intention to do so to the Agency in order to permit the Agency to take any legal action it deems appropriate to prevent the release of such information if deemed warranted by the Agency. Nothing shall be construed as limiting STRATEGIC's right to access information within any monitoring system supplied pursuant to this Agreement and STRATEGIC retains the right to make modifications at any time to the software and equipment supplied pursuant to this Agreement.

22. Representations of STRATEGIC.

STRATEGIC is a corporation duly organized, validly existing and in good standing and is qualified to do business in the U.S.A. and Canada. It has all licenses and permits required by the United States Federal Communications Commission and Underwriters Laboratory and in Canada by the Department of Communications and Canadian Standards Association to engage in the sale and service of the Equipment and in the provision of monitoring services, as described herein. STRATEGIC is duly authorized and empowered to enter into this Agreement and there are no filed, pending or anticipated legal or administrative actions that would prohibit or limit STRATEGIC's ability to enter into this Agreement nor are there any contracts or agreements that would prohibit or limit STRATEGIC's ability to enter into this Agreement.

23. Representations of Agency.

The Agency is authorized to enter into this Agreement and sufficient budget has been provided Agency to fund this Agreement and Agency will use such funding for this Agreement.

24. Governing Law and Filings.

The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of Ohio. The venue for this Agreement shall be the State of Ohio. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time and provision of this Agreement shall not be deemed to be a waiver of such provision. In the event any provisions of this Agreement are declared by the court or any other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the fullest extent permitted by law. STRATEGIC may make any UCC or other property security filings it deems necessary respecting STRATEGIC equipment and Agency will assist with such filings if reasonably required to effect them.

25. Force Majeure.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labour troubles, inability to procure materials, interrupted or inadequate telephone or electrical service, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay.

26. Termination.

a. STRATEGIC or Agency may terminate this Agreement after the first 30 days without cause by giving 30 days advance written notice of termination to the other party.

b. In the event of termination of this Agreement, all STRATEGIC Equipment which has been delivered by STRATEGIC to or on behalf of the Agency shall be promptly returned to STRATEGIC in good working order (reasonable wear and tear excepted) at Agency's expense. Notwithstanding termination of the Agreement STRATEGIC shall remain entitled to receive all per diem and other fees to which it is entitled for any equipment or consumables used past the termination date or not returned within 7 days of the termination date.

27. Arbitration as Preferred Dispute Resolution Process.

Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, including, without limitation, any claim that any of said Agreement or any part thereof, is invalid, illegal or otherwise voidable or void,

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

may be submitted to arbitration in accordance with the arbitration laws of the governing jurisdiction, as the preferred method of resolving any disputes. The situs of the arbitration proceedings will be at a mutually agreed location (or Huntsville, Alabama) and the award of costs of the arbitration will be at the discretion of the arbitrator.

28. Notices.

Any notice or other written communication required or permitted to be given by this Agreement will be deemed given when personally delivered or one (1) day after sent via facsimile or ten (10) days after it has been sent by registered or certified mail deposited in the United States postage prepaid properly addressed to the party to receive the notice at the addresses for the parties first set forth above or at any other address given in the manner provided by this Section 28.

Agency's address for notice is:

DELAWARE COUNTY INTENSIVE SUPERVISION PROGRAM

115 N. Sandusky Street,

Delaware, Ohio 43015

Phone: 740.833.2571

FAX: 740.833.2569

Contact: **Mr. Doug Missman**

STRATEGIC's address for notice is:

STRATEGIC Monitoring Services, Inc.

P.O. Box 3488

Blaine, Washington

U.S.A., 98231-3488.

Phone: 604.576.8658

Fax: 604.576.0436

Contact: **Mrs. Lynn Blakeway**

29. Time.

All times set forth in this Agreement shall be Central Standard Time unless daylight savings time is in effect, in which case such time shall be Central Daylight Savings Time.

30. Assignment.

This Agreement may not be assigned in whole or in part by either party except that the assignment by STRATEGIC to an entity controlled by STRATEGIC or to an affiliate of STRATEGIC is expressly permitted upon giving written notice.

31. Disallowance of Gratuity or Fee to Employees of Agency.

It is understood that the employees of Agency or individuals acting as agents of Agency are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this Agreement. STRATEGIC warrants that no employee or Agent of Agency has been retained to solicit or secure this contract and that STRATEGIC has not paid or agreed to pay any employee of Agency any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payment may result in the immediate termination of this Agreement.

32. Retention of Records and Files.

STRATEGIC will retain all hard copy records and files for an offender for a period of ninety (90) days after the offender is no longer being monitored on the system. After ninety (90) days from such date or from termination hereof, STRATEGIC may, at its option, destroy all hard copy records or files pertaining to such offenders unless otherwise notified in writing by Agency. STRATEGIC will archive an electronic record of all monitored data compiled during the term of each monitored individual for a period of no less than five (5) years.

33. Entire Agreement

This Agreement supersedes all prior Agreements, proposals, discussions and understandings between the parties and constitutes the whole of the Agreement between the parties and may be modified only by agreement in writing executed by both of the parties.

34. Captions.

Captions used herein are for reference only and are not a part of this Agreement.

SCHEDULE 'A'

Equipment supplied:

STRATEGIC's Electronic Curfew Monitoring System consisting of:

1. **20** Personal Identifier Device (PID) transmitter / Platinum Plus Receiver Unit (PRU+) set(s).
2. **5** Unit access controller(s) (LOCK)
3. **1** Field Verification Unit(s) (FVU)

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

NOTE: This represents the initial type and quantity of equipment available to Agency. The type and quantity of equipment covered in this contract may vary depending on Agency needs.

SCHEDULE 'B'

STRATEGIC will invoice the Agency at the first of every month for service for the previous month at the rates as set out below:

1. \$3.50 per day per actively monitored offender, including the day the offender becomes active and the day the offender ceases to be actively monitored.
2. \$1.25 additional charge per day per actively monitored offender utilizing the Warden Voice Verification to supplement the Electronic Curfew Monitoring Service. This price allows for one (1) call per day to the offender. STRATEGIC will supply the voice monitoring service and reports.
3. The Warden Voice Verification Monitoring based on the following rate schedule:

\$2.50 per day for Security Level One Monitoring up to 2 calls per 24-hour period.
\$3.50 per day for Security Level Two Monitoring up to 5 calls per 24-hour period.
\$4.25 per day for Security Level Three Monitoring up to 7 calls per 24-hour period.
\$5.00 per day for Security Level Four Monitoring up to 10 calls per 24-hour period.

A minimum Service Charge of \$5.00 will be applied on all new enrollments.
4. \$1.50 per day per Field Verifier Unit (FVU/FVU+) in the Agency's possession.
5. Normal shipping for sets is UPS 3-day service and is paid by STRATEGIC. Rush shipments, ie. overnight/next day will be invoiced to the Agency at \$25.00 per set to cover additional shipping costs. Agency is responsible for shipping charges incurred as a result of excess inventory returns.
6. Normal annual consumables provided at **N/C**. Normal annual consumables allowed for each PRU+/PID set are defined as 4 straps, 8 pin & locking bar sets, & 1 battery per year. Consumables ordered in excess of the normal annual per set will be charged at:

Straps: \$ 45.00 per package of 10
Pin & Locking Bars: \$ 18.75 per bag of 25 pin & locking bar sets
Batteries: \$ 9.50 each (warranted for one year)

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

RESOLUTION NO. 02-513

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ADULT PROBATION:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
10022202-500	Gen Fund/ISP - Salaries	\$ 6,809.40
10022202-510	Gen Fund/ISP - PERS	\$ 922.67
10022202-510	Gen Fund/ISP - Medicare	\$ 98.74

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

RESOLUTION NO. 02-514

IN THE MATTER OF APPROVING A RIGHT-OF-WAY EASEMENT FOR DEL-CO WATER COMPANY, INC., BY THE BOARD OF COMMISSIONERS ON THAT PROPERTY KNOW AS PARCEL NO. 400-100-01-113-001 AT 6457 MARYSVILLE ROAD:

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

WHEREAS, the Delaware Board of Commissioners is constructing a new facility for Emergency Medical Service (EMS) Medic 8; and,

WHEREAS, this facility is located at 6457 Marysville Road in Scioto Township alongside property owned by the

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

Del-Co Water Company, Inc.; and,

WHEREAS, a right-of-way easement between the Board of Commissioners and Del-Co Water Company, Inc., on this property is to the mutual benefit of both parties;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the right-of-way easement with the Del-Co Water Company, Inc., for the sum of \$1.00 and other valuable considerations mutually beneficial to both parties.

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. 02-515

IN THE MATTER OF APPROVING A BID OPENING DATE FOR ACCEPTANCE OF BIDS ON AN ANNUAL PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR DELAWARE COUNTY EMERGENCY COMMUNICATIONS:

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

WHEREAS, the Delaware County Board of Commissioners, Emergency Communications (9-1-1) Department operates a primary emergency and non-emergency radio dispatch facility, and;

WHEREAS, this service utilizes various systems to provide radio traffic to public safety entities throughout the County, and;

WHEREAS, the system requires periodic preventative maintenance and service due to failure;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a time and date of **2:00 p.m., 13 May 2002**, for the opening of bid proposals for the preventative maintenance and service of the Emergency Communications radio and radio dispatching system.

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

RESOLUTION NO. 02-516

IN THE MATTER OF APPROVING THE PURCHASE OF LIFE PAK 12’S FOR THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICE AND THE RELATED SUPPLEMENTAL APPROPRIATION:

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

WHEREAS, the Delaware County Board of Commissioners desire to ensure that the Emergency Medical Service (EMS) Department is equipped with the best emergency response equipment possible, and;

WHEREAS, the Life Pak 10’s currently used by EMS for heart monitoring and defibrillation are no longer being produced, and;

WHEREAS, this purchase with Medtronic Physio-Control allows the County to trade existing equipment for the new Life Pak 12’s;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the purchase of eleven (11) Life Pak 12’s from Medtronic Physio-Control off of the state purchasing contract at a cost of \$86,973.34, representing a savings of over \$140,000 from the normal purchase price.

BE IT FURTHER RESOLVED: that the Board of County Commissioners approve a supplemental appropriation of \$51,500.00 to Account 10011303-540, General Fund/EMS-equipment.

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

RESOLUTION NO. 02-517

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10016101-520	Gen Fund/Board of Elections - Mat & Sup	\$ 28,719.00
Vote on Motion	Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye	

RESOLUTION NO. 02-518

IN THE MATTER OF APPROVING THE LEAD SAFE RELOCATION PLAN FOR THE
COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) FY 2002 ON CONTINGENT THAT
DELAWARE COUNTY RECEIVES THE CHIP 2002 GRANT FUNDS FOR PRIVATE AND RENTAL
REHABILITATION FROM OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, the Ohio Department of Development has established the Community Housing Improvement Program (CHIP) to provide funding to local governments for the purpose of improving housing conditions, especially for low and moderate income households; and

WHEREAS, Delaware County has numerous low and moderate income households which need various forms of housing assistance and support services; and

WHEREAS, Delaware County has prepared and adopted a Community Housing Improvement Strategy and submitted same to the Ohio Department of Development; and

WHEREAS, this Relocation Plan was developed as a strategy to assist families with temporary relocation during the construction stage of the lead safe rehabilitation work;

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

SECTION I. The Board of Commissioners authorizes the approval of the Lead Safe Relocation Plan to assist Private Owner Rehabilitation and Rental Rehabilitation (tenants) in relocation while lead work is being done to their units.

Section II. The goal of the Lead Safe Housing Rehabilitation Program is to integrate lead paint hazard with the housing rehab program and reduce the exposure of young children to lead based paint hazards in their homes.

SECTION III. The Lead Safe Relocation Plan is in compliance with the HUD guidelines for the Evaluation and Control of Lead based Paint Hazards in Housing.

SECTION IV. That the Board of Commissioners authorizes the President of the Board to execute this plan contingent that the County receives the CHIP FY 2002 grant funds for Private and Rental Rehabilitation from the Ohio Department of Development.

Lead-Safe Relocation Plan
Delaware County

Delaware County administers a lead-safe housing rehabilitation program through the Ohio Department of Development (ODOD) Community Housing Improvement Program (CHIP). This relocation plan was developed as a strategy to assist families with temporary relocation during the construction stage of the lead-safe rehabilitation work. The intent is to help relocate families who own their own homes and voluntarily ask Delaware County for a grant to remove the lead hazards in their homes. In addition, it will assist those tenants who may be temporarily relocated when an owner requests assistance to control lead hazards in a rental unit.

Overview

The goal of the Lead-Safe Housing Rehabilitation Program is to integrate lead paint hazard with the housing rehab program and reduce the exposure of young children to lead-based paint hazards in their homes.

These activities are designed to meet the requirements of HUD’s Lead-Based Paint Abatement Housing where appropriate action must be taken to protect occupants, especially young children (six years of age and under) and women of child bearing age (14 to 44 years of age), from lead hazards associated with lead hazard reduction activities. Homes selected for testing and treatment under the program have been constructed prior to 1978 and contain lead-based paint hazards.

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

These policies are in compliance with HUD Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing (Chapter 8), June 1995, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The process of hazard reduction can last from a few hours to several weeks. To protect eligible homeowners and renters who live in housing units with lead paint, it may be necessary for them to temporarily remove their families from the premises. In all cases, the program will strive to limit the time that the family must be out of the home and will ensure that the safety of the children has the highest priority.

The program offers several levels of assistance:

1. No displacement (permanent, involuntary move) is anticipated. All occupants shall be notified in writing that they shall not be displaced.
2. Residential occupants will not be required to move permanently but may be required to relocate temporarily to permit the lead-based paint abatement program to be carried out. All conditions of the temporary relocation must be reasonable. At a minimum, and based on the level of need as determined by Delaware County Housing staff, the owner/tenant shall be eligible for:
 - a. Owners-- a payment to assist them in their temporary relocation;
 - b. Renters — reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs at that housing; and
 - c. Appropriate advisory services, including reasonable advance written notice of the beginning date and approximate duration of the temporary relocation; the address of the suitable, decent, safe, and sanitary lead-safe dwelling to be made available for the temporary period; and the reimbursement provisions stated in 2.(a.) or 2(b.).
3. The policy regarding temporary relocation costs for owner-occupants who elect to participate in abatement is a matter of the Housing Program's discretion.

There are specific situations in which occupants may not be present in a dwelling unit undergoing lead hazard reduction, and requirements that must be met if occupants will remain in the unit. In most circumstances, occupants must be temporarily relocated during lead hazard reduction activities.

The intent of this program is to develop an individual plan for families in need of relocation on a case by case basis. However, when possible, every attempt will be made to help families through one of the Delaware County plans.

In addition, there are certain situations where occupants may remain in the unit during lead hazard reduction work. The following conditions and restrictions apply to these types of projects.

Prohibit Access to Work Areas

No occupant shall be present in work areas or designated adjacent areas (not necessarily a whole room) while lead hazard reduction activities are taking place in any dwelling unit interior, common area or exterior. Adjacent areas are spaces set aside next to work areas that serve as a buffer zone between the work area and the remainder of the dwelling unit. Occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been met. See attached addendum for more information on work areas and adjacent areas.

Actions That Do not Disturb Lead-Based Paint

Relocation is not required if lead-based paint on walls, woodwork or other surfaces is not being removed or otherwise disturbed. For example, when the entire intervention involves dust lead cleaning only and no lead-based paint will be removed, occupants can remain in the unit.

Hazard Reduction Completed within Eight (8) Hours

Relocation is not required if the following three conditions are met:

1. The lead hazard reduction and the final cleanup of the work area and adjacent areas can be accomplished in one eight-hour working day; and
2. The areas available for occupancy provide sufficient bathroom, kitchen and sleeping facilities and entry/egress pathways to meet the needs of the occupants. (When hazard reduction work is done in these key areas, relocation is required until clearance standards are met – unless the work is extremely limited and the work

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

and adjacent area can be sealed and sufficiently isolated in the room to allow adequate safe access by occupants); and

3. Dust and debris in the work areas and adjacent areas are contained, in accordance with the HUD Interim Guidelines, from entering the remainder of the dwelling unit. Occupant belongings are removed from these areas, or covered and sealed. If little or no lead-based paint will be disturbed in the work area, occupant belongings can be covered but not necessarily sealed, and dust can be contained within the work area without the use of an adjacent area.

Hazard Reduction Requiring More Than Eight Hours

If a lead hazard reduction takes more than one eight-hour working day to complete, occupants should, in general, be temporarily relocated. However, if a project requires multiday interventions without relocation, considerable precautions must be taken. The following are minimum requirements:

1. The lead hazard activities are of limited scope (can be completed in five or fewer calendar days with work proceeding one or two rooms at a time);
2. The work areas and adjacent areas (together not necessarily an entire room) can be contained from the remainder of the dwelling unit, and dust caused by lead hazard reduction can be completely contained within the work area and adjacent areas;
3. The work area and adjacent areas can be sealed against entry during non-working hours;
4. The work area and adjacent areas remain inaccessible to occupants until post-lead hazard reduction clearance standards are met;
5. The areas available for occupancy provide sufficient bathroom, kitchen and sleeping facilities and entry/egress pathways to meet the needs of the occupants;
6. Thorough daily cleanup procedures (HEPA vacuum at minimum) are followed at the conclusion of work each day in the work area and adjacent areas;
7. Dust samples in living areas where pre-abatement dust testing was done and within 10 feet of the entrance to the adjacent area are taken at the end of the first day's work (1 sample) and at the end of the job (1 sample) and demonstrate that pre-lead hazard reduction levels do not increase HUD minimum requirements. Only regularly planned daily cleanup measures may take place before this sampling is completed. Work need not stop until dust sample results are available. However, the results of the dust sampling should be available within 24 to 48 hours.

After a specific work crew/supervisor has met this standard on both dust samples in 3 or more consecutive dwelling units (as applicable) using the same hazard reduction methods, then a living areas dust sample may be taken only at the end of the job in subsequent units done by that work crew/supervisor.

8. If there is lead dust migration into the occupied areas, (i.e., living areas where dust samples exceed the levels in 7. above), work must be stopped until relocation can be accomplished and appropriate dust cleanup procedures can be completed.

If these occupant protection requirements are not met, occupancy is prohibited during lead hazard reduction. Occupancy can occur again only after post-lead hazard reduction clearance standards are met. Occupants may not reoccupy any work area or adjacent area until post-lead hazard reduction clearance standards are met.

Lead Hazard Reduction on Exterior Surfaces

If lead-contaminated paint on the exterior of a dwelling unit is being abated, the following steps must be taken to ensure occupant protection:

1. Windows and doors to the interior space within the work area and adjacent area must be sealed off to prevent lead-contamination dust from entering the unit; and
2. Occupants, whenever possible, are prohibited from using entry/egress pathways in proximity to exterior lead hazard reduction areas. If alternate means of egress are unavailable, a pathway into and out of the dwelling unit must be maintained clear of paint chips and dust from the intervention activity, and occupants warned to avoid tracking dust into their home.

The above policies are intended to safeguard the health of residents and to balance their concerns with the operational realities of lead hazard reduction. Residents are probably at greatest risk where lead-based paint surfaces are being disturbed, and contractors and residents should act accordingly. All parties concerned must ensure that the children are exposed to the very least risk possible.

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002

Voluntary Relocation for Homeowners

The objective of this program is to provide financial assistance and technical support to families who are willing and able to help with their own relocation efforts. A payment will be given to families based on the county's relocation plan.

All families will receive applicable notices that will be delivered by certified mail or delivered in person. Families will be sent letters to notify them that they will not be displaced. These letters, and all letters regarding temporary relocation, will be delivered by hand or certified mail. Verification that letters were received will be maintained in the homeowner's relocation file.

In addition, families will be sent letters to notify them of their eligibility for benefits under Delaware County's Voluntary Relocation Plan. They will receive benefits based on the amount of time they must be out of their home and the number of people in the household. Although the family may be required to leave the home during lead control construction, this program is considered voluntary because the families are asking the Delaware County Housing Program to assist them in removing lead hazards from their home.

1. Voluntary relocation during the day only.

Payment	Family Size of Four or Less	Additional Payment
\$50.00/day	1,2,3 or 4 people	\$12.50 per day per person

For example, a family of four who must be out of their home for five days will receive a payment of \$200.00.

Every effort will be made to deliver the payment check to the homeowner on or before the first day of relocation. However, there may be extenuating circumstances where this is not possible due to delays in the processing of the check or weekends that may slow down delivery of the check.

Families will be asked to leave their residence between designated hours during the day. They will be provided a payment based on a rate as stated above. This will be explained to them during their relocation counseling so any questions will be addressed before the time of temporary relocation.

The payment may be used for food for lunch since families will be home for breakfast and dinner meals. Also, the payment may be used for transportation or other discretionary uses as determined by the family to make their time away from their home as comfortable as possible.

2. Voluntary relocation requiring the family to be away from their home overnight.

Payment	Family Size of Four or Less	Additional Payment
\$125.00	1,2,3 or 4 people	\$25.00 per day per person

In rare circumstances, if need is determined by staff, homeowners will receive an additional payment to pay for actual moving expenses. This may be necessary if the contractor is not able to safely cover all property that may be exposed during construction. Or the program will pay for additional moving expenses when it is necessary for a person's employment (such as a computer) or health (such as medical equipment).

The family may use the payment in any manner it chooses to cover expenses. For example, the family may use \$50 to \$60 for a motel and use the balance of \$65 to \$75 for food for three meals. If a family of four must be out of their home for four days, they will receive a check for \$500.

In general, families will be asked to make their own arrangements for overnight lodging; however, the relocation staff may assist in finding referrals for lodging at the homeowner's request. Lodging, in each case, must be lead safe (e.g., built after 1978 or tested and lead levels found to be below the "safe" levels as established by HUD).

Payment procedures and additional moving expense procedures will be followed according to the terms stated in (1.) above.

Involuntary Relocation Plan for Tenants

The intent of this program is to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (URA) as it applies to tenants who may be involuntarily relocated on a temporary basis to treat any lead hazards in their rental units.

Tenant relocation is considered involuntary because it is the owner (landlord) who is requesting the lead hazard control assistance. However, tenants are not considered "displaced" because they are not permanently relocated, and their rents are not increased as a result of the hazard reduction.

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2002**

Eligible residents (tenants) of rental properties will be entitled to proper notifications and reimbursement of reasonable out-of-pocket expenses incurred in connection with the temporary relocation. If a landlord does not assist in this process or if that person interferes with the staff's efforts to temporarily relocate the residents, the landlord will be required to pay for any costs which may be incurred (i.e., if the residents become displaced and become eligible for the full range of URA benefits).

The landlord may not increase rents for one year from the time that lead hazard controls are complete. In addition, the landlord may be asked to pay for temporary relocation costs when they go above and beyond the scope of Delaware County's Lead-Based Paint program.

In situations where the de-leading work is being conducted in response to important health related needs of the household, such as the discovery of a child with an elevated lead blood level, the less stringent, emergency relocation provisions of URA may apply.

Eligible residents include families where children live or visit often or visit for an extended length of time. It also includes families where there is a woman of child-bearing age (from 14 to 44 years of age). By this definition, families may include grandparents or single men who have children in their home on a regular basis.

There are a variety of ways to provide temporary housing:

1. Some residents prefer to temporarily move in with other family members who live nearby.
2. In cases involving the abatement of large multifamily projects, one or more "lead-safe" units can be made available for the temporary relocation of tenants. As units are treated, families are rotated through these units. This is called a "checkerboard" system.
3. In cases where vacant, lead-free units are not available on-site, the residents may temporarily relocate to motels or other nearby properties.
4. The temporary units must be suitable, decent, safe and sanitary. This means that large families must have temporary housing with an adequate number of bedrooms. This does not mean that the unit must be "comparable" to their permanent housing unit.

Residents are eligible for the following benefits

1. General Information Notices. (GINs) These letters, issued to tenants at the time of owner's application for lead assistance, must be sent to tenants to explain what funding the owner has applied for and that the tenant will not be permanently displaced. The tenant is cautioned not to move out of the unit or they will not be eligible for further benefits. This notice must be delivered as soon as possible after the owner's submission of an application.

All letters will be hand-delivered or sent by certified mail. A tenant file will be maintained for each tenant family, and it will include verification that letters were sent and received by the tenant.

2. Notices of Nondisplacement. These letters are sent at the time the property owner and the Delaware County Housing Program reach agreement; and it must explain that the tenant will not be "displaced." This means that the tenant will not be forced to move out their housing unit on a permanent basis.

3. Temporary Relocation Notices. These letters are required to provide the tenant with "reasonable" advance written notice of relocation and should explain where the temporary housing is located, the terms and conditions of the temporary move and the right to reimbursement of all reasonable out-of-pocket expenses. These notices should be sent about one month in advance to give families sufficient time to prepare for their move.

4. Elevated blood levels and presence of lead in housing unit notices. When the Delaware County Housing Program receives notice that a child living in the project has been found to have an elevated lead blood level, it will inform the family in writing. Also, it will inform the family if the unit tests positive for lead-based paint hazards.

5. When possible, the notices in (4.) may be combined with the other relocation notices.

6. The tenant will be provided with reimbursement for all reasonable out-of-pocket expenses incurred in connection with temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utilities at such housing. Housing staff will assist tenants when necessary or when the tenant asks for additional support. Housing staff will document all relocation efforts in the tenant files. However, if the project is cancelled prior to relocation and no federal funds are put into the project, the tenant will not be eligible for any financial benefits.

7. The landlord will be required to not raise the rent for one year from completion of the project. However, if the landlord does raise the rents, the landlord will be required to pay any rent increases for

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one year from the time of project completion. The date of completion will be the date of final inspection as determined by the relocation staff. The tenant shall not be liable for any rent increases during that year. The landlord will be asked to show proof that existing leases have been extended or new leases have been issued and signed that extend the rent levels paid by the tenant prior to the lead work for one additional year.

Landlords must also certify that tenants will not be rent burdened by paying more than 30 percent (30%) of their income to rent.

8. Families must continue to pay rent in their permanent housing unit, even during the time of temporary relocation.

9. After work is complete, the family will move back to their permanent housing so that any vacant units will become available for another family.

10. The program will make available translation services as necessary.

When temporary units are made available to tenants in a project, additional precautions will be taken to minimize the costs and ensure the health and safety of the family. These may include but not be limited to:

1. The family may receive a checklist of what items to take to the temporary unit.
2. The units shall have kitchens so the family can continue to cook their own meals.
3. A nurse may visit the family and take voluntary blood samples from children to monitor their health risk
4. The furniture that is provided is durable, minimizing the wear and tear on the unit and reducing the chance that it will be removed from the unit.
5. Long-distance calls are blocked on the telephones. Families must use a pay phone or calling card.
6. Other temporary arrangements are made for pets through the use of a local kennel if necessary.
7. Reimbursement for utility and telephone hookups will be provided to the tenant
8. A tenant may waive their rights to relocation assistance by agreeing to cost-saving measures (e.g., moving in with relatives).
9. Owner-occupants participating voluntarily are not entitled to reimbursement for temporary relocation expenses, except as stated in Delaware County's Voluntary Relocation Plan.

In all cases the Relocation Specialist will work to ensure that the family can live independently during their temporary relocation. The Relocation Specialist will make sure the family is self-sufficient, but cannot be available to help the family in an excessive way. The program will strive to meet the needs of families during these difficult times in a cost-effective way.

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

RESOLUTION NO. 02-519

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
40640405-580180101	50111117-4601	\$ 80,863.99
Tartan Fields - Transfers	Bond Retirement - Transfer-in	

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

Presentation Donald Eager -Fair Housing

There being no further business the meeting adjourned.

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Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners