

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 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 D. Ward

- 8:00 AM Duncan Whitney- Session Cancelled
- 2:00 PM Bid Opening Date For Acceptance Of Bids On An Annual Preventative Maintenance And Service Contract For Delaware County Emergency Communications

RESOLUTION NO. 02-628

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

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

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

RESOLUTION NO. 02-629

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session at 8:58AM.

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

PUBLIC COMMENT – Mr. Wuertz noted that Commissioners Martin attended the Presidential visit of President Bush in Columbus and was able to interact with the President regarding Welfare Reform.

RESOLUTION NO. 02-630

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF BATCH NUMBERS CMAPR058 AND CMAPR 0510:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of batch numbers CMAPR058 and CMAPR0510 and Purchase Orders and Vouchers as listed below:

PO'S

Vendor	Description	Account Number	Amount
Spring Electrical Const., Inc.	Electrical/Harlem EMS	40211407-541041002	\$ 67,525.00
Air Experts, LLC	HVAC/Harlem EMS	40211407-541041002	\$ 25,256.00
Romanoff Mechanical	Plumbing/Harlem EMS	40211407-541041002	\$ 47,075.00
Inca Enterprises, Inc.	General Trades/Harlem EMS	40211407-541041002	\$ 409,600.00
George J. Igel & Co.	Roadway/Greif Bros.	40811415-5420	\$ 19,362.78
Treasurer, State of Ohio	State Audit (2B13374)	10011102-530130101	\$ 37,000.00
OH St University Ext Serv	Agricultural Grant	10011102-560160101	\$ 115,761.50
Office City	Office Supplies	10011101-5201	\$ 1,570.00
	Office Supplies	21011113-5201	\$ 4,292.00
Fifth Third Bank	Interest/1999 Alum Creek Bond	50111117-5720	\$ 2,446,673.60
	Principal/1999 Alum Creek Bond	50111117-5725	\$ 1,935,000.00
Fifth Third Bank	Interest/Sewer Improvement Bond	50111117-5720	\$ 782,325.00
	Principal/Sewer Improvement Bond	50111117-5725	\$ 1,715,000.00
Huntington Bank	Int/1997 Capital Facilities Bond	50111117-5720	\$ 237,757.50
	Principal/1997 Capital Facilities Bond	50111117-5725	\$ 155,000.00
Ohio Water Development	Interest/ODWA Bond	50111117-5720	\$ 74,887.86
	Principal/ODWA Bond	50111117-5725	\$ 363,602.76
Delaware County Bank	Interest/1999 Special Assessment	50111117-5720	\$ 38,107.50
	Principal/ODWA Bond	50111117-5725	\$ 85,000.00
Delaware County Bank	Interest/Hayes Building Bond	50111117-5720	\$ 935,165.00
	Principal/Hayes Building Bond	50111117-5725	\$ 325,000.00
Dublin Management Group	Supervisor Training	10011108-530530503	\$ 8,400.00
Vouchers			
Office City	Board of Elections	40411412-545045015	\$ 5,504.46
SecureTech Systems, Inc.	Security System for Juvenile Ct	40111402-545045060	\$ 6,514.00

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

Accu-Tech	Cisco System	40411412-545045010	\$	8,463.34
Bureau of Workers Comp	WC Contract Coverage	75110902-537037025	\$	107,697.46
Office City	Furniture	40400412-545045015	\$	126,962.04
Medtronic Physio Control	Cardiac Monitor	10011303-545045025	\$	86,973.34

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

RESOLUTION NO. 02 -631

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Terry L. Conant attend the CCAO/OCDWA Summer Conference in Canton, Ohio June 2 to 4, 2002, at the cost of \$311.00. (On Board of Directors –Dog Warden’s Association).

The Administrative Services Department is requesting that Rachel Stull attend a training with Stacy Saunders for review of future supervisor trainers in Dayton, Ohio June 12, 2002, at no cost. (Observation).

The Department of Job and Family Services is requesting that Rhonda Leasure, Chad Richardson and Celia Vail attend a Tops Training Conference on Cultures in Worthington, Ohio May 31, 2002, at no cost. (Employment Services).

The Department of Job and Family Services is requesting that Pam Pruett, Jennifer Laird and Tammy Clawson attend a Payment Accuracy Conference in Worthington, Ohio June 19 and 20, 2002, at no cost.

The Engineering Department is requesting that Ryan Mraz attend an International Bridge Conference in Pittsburgh, Pennsylvania June 10 through 12, 2002, at the cost of \$1,307.50.

The Commissioners Office is requesting that Don Wuertz, Debbie Martin, Dave Cannon and Letha George attend the CCAO Summer Conference at Kent State June 2 through 4, 2002, at the cost of \$1,490.00.

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

RESOLUTION NO. 02 -632

IN THE MATTER OF PROCLAIMING MAY 12 THROUGH MAY 18 NATIONAL POLICE WEEK:

It was moved by , seconded by to approve the following proclamation:

WHEREAS, On April 10, 1962, President John F. Kennedy signed into Public Law, proclaiming May 15th be declared “Peace Officers’ Memorial Day” and that the week each year containing May 15th be proclaimed National Police Week, and

WHEREAS, The Board of Commissioners of Delaware County recognizes the dedication and sacrifice the Peace Officers of this County make for the protection and well being of all citizens, and

WHEREAS, The Police Officers of Delaware County will be honoring their fallen and deceased brothers and sisters across the nation during the week of May 12 through May 18 and on Sunday May 19.

Now Therefore Be it Resolved, The Delaware County Commissioners do hereby proclaim the week of May 12 through May 18, 2002, National Police Week in the County of Delaware, Ohio to honor America’s Peace officers who have made the supreme sacrifice while carrying out their duties to our nation and its communities, and to the Peace Officers of Delaware County who have dedicated their lives to law enforcement.

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

RESOLUTION NO. 02-633

IN THE MATTER OF DECLARING MAY 12 THROUGH MAY 18 HIGHWAY RAILROAD CROSSING SAFETY WEEK IN DELAWARE COUNTY:

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

WHEREAS, The Delaware County Railroad Crossing Task Force Committee is requesting the Commissioners declare May 12 through May 18, Highway Railroad Crossing Safety Week in Delaware County which is in coordination with the National Operation Lifesaver’s Highway Railroad Crossing Safety Week; and

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

WHEREAS, Delaware County currently has 25 railroad crossings that have no lights or gates; and

WHEREAS, Delaware County currently has 7 crossings that have lights only; and

WHEREAS, Delaware County currently has 27 crossings equipped with lights and gates, but it is important to note that forty-six percent of all highway rail-crossing crashes occur where there are gates and lights.

WHEREAS, “Anytime is Train Time” in Delaware County due to there being no set schedule for train traffic.

THEREFORE BE IT RESOLVED, the Delaware County Commissioners do hereby declare the week of May 12 through May 18 to be Railroad Crossing Safety Week in Delaware County.

FURTHER BE IT 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 -634

IN THE MATTER OF RECOGNIZING MAY AS OLDER AMERICANS MONTH:

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

**Proclamation by the Delaware County Board of Commissioners
Recognizing May as Older Americans Month**

WHEREAS, Delaware County’s older population has played an instrumental role in building this county and its’ institution, and;

WHEREAS, older county residents continue to make invaluable contributions as workers, leaders, volunteers and caregivers, and;

WHEREAS, Delaware County’s older population grew by forty-six (46) percent in the past decade and will continue to increase rapidly over the next several decades, and;

WHEREAS, as our population ages, the need for high quality affordable health, in-home and community services will continue to grow, and;

WHEREAS, for the past 39 years, every United States President has declared the month of May to be “Older Americans Month”, and;

WHEREAS, this year, as in the past, the Delaware County Council for Older Adults has planned a number of special local activities to pay tribute to older county residents and their caregivers, and;

WHEREAS, the Council for Older Adults wishes to involve all community members in these events and activities, including: May 15th, Committee to Save Senior Services Wine Tasting Fundraiser; May 15th, the Central Ohio Senior Hall of Fame Induction of Delaware County resident, Kathryn Beardsley; Tuesday, May 21st, Ohio Senior Citizens Day; Tuesday, May 21st, Caregiver Recognition Day ; Wednesday, May 22nd, Adult Protective Services Conference; and, Tuesday, May 28th, Caregiver Workshop at the Sunbury Library.

THEREFORE, BE IT RESOLVED, that in recognizing the month of May as “Older Americans Month” the Delaware County Board of Commissioners does hereby honor and congratulate the local older population for the important and vital contributions that they have made and continue to make in Delaware County.

FURTHER RESOLVE, that the Delaware County Board of Commissioners encourage local citizens, their family members and caregivers to get connected with the Council for Older Adults and it’s partner organizations, and, to become knowledgeable about volunteer opportunities, local service options, and, local resources to maintain a healthy and active lifestyle.

FURTHER RESOLVE, that the Delaware County Board of Commissioners recognize and congratulate local health and social service organizations who provide assistance and services for a growing number of older county residents and together, and continue to help make Delaware County a better place to live and grow older.

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

RESOLUTION NO. 02-635

**IN THE MATTER OF ADOPTING A RESOLUTION HONORING KATHRYN “KAY” BEARDSLEY
UPON HER INDUCTION INTO THE CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:**

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

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

WHEREAS, Kathryn “Kay” Beardsley is being honored for her legacy of kindness, organizational talents and perseverance through difficulties.

WHEREAS, Kathryn “Kay” Beardsley is being recognized for her outstanding community leadership skills and volunteer efforts with the Open Shelter.

WHEREAS, Kathryn “Kay” Beardsley has a long history with the Senior Citizens Inc. of Delaware County. A member since 1967, she was trustee for four years during the early development of the organization and she has been co-chair of the center’s craft group, working with the members as they made baby quilts to present to each new child born at Grady Memorial Hospital in Delaware.

WHEREAS, Kathryn “Kay” Beardsley is one of Delaware County’s special treasures, having enrolled in nursing school and after graduating working at the Delaware County Home.

WHEREAS, Delaware County is richer for the contributions made to the community by Kathryn “Kay” Beardsley.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Delaware County wishes to express it sincere appreciation for the contributions made by Kathryn “Kay” Beardsley and honor her on her induction into the Ohio Senior Citizens Hall of Fame.

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. Wuertz Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-636

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF COMMON PLEAS:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
25222203-540	Common Pleas/Special Projects - Equipment	\$ 8,000.00
TRANSFER OF APPROPRIATION		
FROM:	TO:	AMOUNT:
10022201-500	10022201-540	\$ 4,600.00
Gen Fund/Judge Krueger - Salaries	Gen Fund/Judge Krueger - Equip	

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

RESOLUTION NO. 02-637

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

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
10031301-500	General Fund/Sheriff - Salaries	\$ 56,049.00
10031301-510	General Fund/Sheriff - Fringe Benefits	\$ 10,172.89
10031301-520	General Fund/Sheriff - Mat & Sup	\$ 9,480.00

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

RESOLUTION NO. 02-638

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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

FUND NUMBER:	FUND NAME:	AMOUNT:
20110106-520	REA/GIS - Mat & Sup	\$ 7,806.00

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

RESOLUTION NO. 02-639

IN THE MATTER OF APPROVING PLATS FOR ORANGE POINT COMMERCE PARK PHASE 4-
SECTION 1 AND GENOA FARMS SECTION 2 AND PLANS FOR SCIOTO RESERVE SECTION 4
PHASE 9 AND NORTH ORANGE SECTION 2 PHASES 2 & 3:

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

Orange Point Commerce Park Phase 4-Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lots 2 And 22 Of Section 2, Township 3, Range 18, United States Military Lands, Containing 18.222 Acres Of Land, More Or Less, 0.513 Acres Being A Portion Of That Tract Of Land As Conveyed To Franklin Real Estate As Shown In Deed Book 663, Page 554 And Official Record 41, Page 1572, 9.766 Acres Being All Of That Tract Of Land As Conveyed To Duke Realty Limited Partnership As Shown In Official Record 128, Page 761, 4.346 Acres Being All Of That Tract Of Land As Conveyed To Duke-Weeks Realty Limited Partnership As Shown In Official Record 47, Page 368 And 3.597 Acres Being A Portion Of That Tract Of Land Conveyed To Duke Realty Limited Partnership By Deed Of Record In Deed Book 144, Page 487, Recorder’s Office, Delaware County, Ohio. Cost \$12.00.

Genoa Farms Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Being In Farm Lot 9, Section 2 Township 3, Range 17 United States Military Lands And Containing 19.895 Acres, More Or Less, Including 1.909 Acres Of Right-Of-Way, Out Of The 46.690 Acre Tract Conveyed To Dominion Homes, Inc., An Ohio Corporation, By Deed Of Record In Deed Book 86, Pages 2571, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$114.00.

Scioto Reserve Section 4 Phase 9

Street, Storm And Water Improvements, Situated In The Township Of Concord Being Parts Of Farm Lots 20 & 28, Section 2, Township 3, Range 19, U.S. Military Lands. No Cost.

North Orange Section 2 Phases 2 & 3

Site Development Plans, Part Of Farm Lots 1, 2, 3 And 4, Section 2, Township 3, Range 18, U.S. Military Lands Orange Township, Delaware County, Ohio. No Cost.

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

RESOLUTION NO. 02-640

IN THE MATTER OF ACCEPTING ROADS IN WEDGEWOOD SECTION 10 AND TWIN
HICKORY FARMS:

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

Wedgewood Section 10

- Heathrow Drive, to be known as Township Road Number 1247
- New Castle Place, to be known as Township Road Number 1248
- Dundee Court, to be known as Township Road Number 1249

Twin Hickory Farms

- Linda Lane, to be known as Township Road Number 1250

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

RESOLUTION NO. 02-641

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR GOLF VILLAGE
SECTION 4, PHASE A AND GOLF VILLAGE SECTION 4, PHASE B:

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002**

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

Golf Village Section 4, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 13th day of May 2002, between **CENTEX HOMES** as evidenced by the **GOLF VILLAGE SECTION 4, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/7/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002**

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

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

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

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

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

Golf Village Section 4, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 13th day of May 2002, between **CENTEX HOMES** as evidenced by the **GOLF VILLAGE SECTION 4, PHASE B** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/7/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 02-642

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WEDGEWOOD SECTION 10 AND TWIN HICKORY FARMS:

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

Stop Conditions – Wedgewood Section 10

- On Township Road Number 1247, Heathrow Drive, at its intersection with State Route 257
- On Township Road Number 1248, New Castle Place, at its intersection with Township Road Number 1247, Heathrow Drive
- On Township Road Number 1249, Dundee Court, at its intersection with Township Road Number 1247, Heathrow Drive

Stop Conditions – Twin Hickory Farms

- On Township Road Number 1250, Linda Lane, at its intersection with County Road Number 35, North 3B’s & K Road

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

RESOLUTION NO. 02-643

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS GENOA FARMS SECTION 2:

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

Genoa Farms Section 2

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be \$156,800 and two bonds totaling that amount are attached to cover the bonding of this project.

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

RESOLUTION NO. 02-644

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
U02073	Verizon	Mills Road	Place aerial cable on existing pole
U02073	Verizon	Home Road	Place aerial cable on existing pole

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

RESOLUTION NO. 02-645

IN THE MATTER OF REJECTING UNINSURED/UNDERINSURED MOTORIST INSURANCE THROUGH THE WILLIS POOLING ALL LINES AGGREGATE POLICY FOR DELAWARE COUNTY:

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

Whereas, the Ohio Supreme Court has issued a finding that entities within the state of Ohio must explicitly reject Uninsured/Underinsured Motorist insurance coverage if such coverage is not desired by that entity; and

Whereas, Delaware County staff has carefully reviewed the positives and negatives of having Uninsured/Underinsured Motorist insurance and has issued a recommendation to reject such coverage; and

Whereas, Delaware County has rejected Uninsured/Underinsured Motorist insurance since 1994;

Therefore be it resolved by the Board of Commissioners of Delaware County, State of Ohio, that it purposefully, with full awareness, rejects Uninsured/Underinsured Motorist insurance coverage under the Willis Pooling All Lines Aggregate insurance program that insures drivers of the Delaware County county government for auto liability insurance.

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

RESOLUTION NO. 02-646

IN THE MATTER OF APPROVAL TO SUBMIT ADDENDUM FOR APPLICATION FOR THE COMMUNITY CORRECTIONS ACT SUBSIDY GRANT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the submittal of the Addendum for the Community Correction Act from July 1, 2002 to June 30, 2003.

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

RESOLUTION NO. 02-647

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND DELAWARE COUNTY TRANSIT BOARD FOR TRANSPORTATION SERVICES:

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

CONTRACT FOR TRANSPORTATION SERVICES
between
Delaware County Transit Board
And
Delaware County Job and Family Services

This service contract entered into this 1st day of April, 2002 between the Delaware County Transit Board (hereafter called DCTB) and The Delaware County Department of Job and Family Services (hereafter called

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002**

PURCHASER) for the purpose of providing transportation services to Individuals associated with the PURCHASER.

Whereas, DCTB has established a public transportation system to provide transportation services within Delaware County and certain points beyond the county line.

Whereas, DCTB operates under Federal Transit Authority 49 U.S.C. section 5311 for providing transportation services.

Whereas, DCTB maintains a fleet of vehicles for ambulatory and non-ambulatory persons.

Whereas, DCTB drivers meet the qualifications and requirements as established by the Delaware County Transit Board.

Whereas, The PURCHASER is in need of transportation services for its customers, employees, or clients.

Notification

DCTB is a public transportation system. This contract does not provide exclusive transportation to the PURCHASER'S clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of the PURCHASER'S clients.

Conditions for Transportation

DCTB reserves the right to exclude any individual for unacceptable behavior or other reasons that DCTB administration determines may cause an unsafe transportation environment.

Term

The term of this contract shall be for a period commencing April 1, 2002 and will end March 31, 2003. Either Party may terminate this contract by giving the other Party hereto written notice thirty (30) days prior to the effective date of such termination.

Services

The scope of services shall be for demand response, fixed route-fixed stop, or deviated fixed route transportation services to be provided based upon authorization provided by the PURCHASER. Additional services as defined may be rendered at an additional charge.

DCTB shall:

- Provide transportation service on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules. DCTB does not operate on Sundays, Christmas Day, New Years Day, or Thanksgiving Day.
- Provide transportation service that includes demand response, fixed route-fixed stop, and deviated fixed route.
- Provide deviated fixed route service to Columbus medical facilities. This route will operate on Monday, Wednesday, and Friday and will leave Delaware City at 7:00 AM, 11:00 AM, and 3:00 PM. The destinations for this route include Riverside Hospital, Ohio State University Hospital, and Doctor's North Hospital.
- DATA will schedule transportation based on the PURCHASER'S authorization and availability of DATA vehicles.
- Forward a transportation request to Delaware Cab Company for consideration in the event that DATA cannot provide the specific transportation as authorized.
- Consult with the appropriate staff on transportation issues concerning individual clients.
- Keep accurate records and send invoices and detail of services provided and charges to the PURCHASER at least monthly.
- Maintain adequate insurance on all vehicles.
- Maintain vehicles and equipment in good operating order.
- Immediately notify the PURCHASER's designee of any accident or incident no matter how minor that involves an individual covered by this contract.
- Drivers will ensure that all wheelchairs are tied down.

The PURCHASER shall:

- Provide authorizations for individuals requiring transportation service. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, and any other special instructions or special services that are needed. Authorizations are to be in writing and faxed to DCTB's scheduling office.
- Ensure that clients requiring transportation are advised that it is their responsibility to contact the DATA scheduling office to arrange their transportation.
- Provide both telephonic and written confirmation of any changes to the authorization at least 48 hours in advance of effective change.
- Ensure that clients are aware that transportation for medical appointments in the Columbus Area should be made at the designated medical facilities and at times as identified in the "DATA Shall" section of this agreement.

Additional Services:

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

For Demand Response service only, DCTB may provide additional services within DCTB’s policies such as but not limited to:

- a) Wait Time (beyond DCTB’s policy of scheduled time)
 - i) At origin point
 - ii)At destination point
- b) Rider assistance in excess of immediate boarding or alighting vehicle
- c) Destination Notification of rider arrival (medical facilities, care providers, daycare centers, etc.)
 - i)NOTE: This service requires through the door assistance. DCTB’s policy prohibits through the door service at any private residence.
- d) Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- e) Other services on an individual basis as agreed by DCTB and the PURCHASER. The PURCHASER shall notify DCTB of any special service required and authorized, and a maximum time limit for the service.

Compensation:

The PURCHASER will pay DCTB for service at the rates identified below:

Demand Response: (within Delaware County Only)		
	All areas of County incl. Delaware City	\$ 1.80 per loaded mile
	Minimum	\$10.00
Fixed Routes:		
	Fixed Stop	\$ 5.00
	Deviation	\$10.00
	Columbus	\$65.00
	Dead Runs / No Shows	\$10.00
	Additional Service Time Charge:	\$8.50 per fifteen-minute unit or portion of unit

Contract amount not to exceed \$200,000.00.

NOTE: These rates are subject to change due to requirements which state that DCTB must charge a fully allocated cost for contracted transportation services. If a change is necessary, DCTB will notify the purchaser 45 days before the change occurs.

Disputes on invoices should be directed to DCTB’s Administrative Manager. The remaining portion of the invoice will be paid according to the terms previously described.

Hold Harmless Clause:

DCTB shall hold the PURCHASER free and harmless from any injury or damage resulting from the negligent or faulty performance of DCTB and shall make good any loss, damage, or injury without loss to the PURCHASER. DCTB shall hold the PURCHASER free and harmless of any injury and damage resulting from the transportation of the previously stated individuals.

Agency Contacts:

Questions concerning this contract or the services described herein should be directed to DCTB’s Executive Director and the PURCHASER’S Assistant Director

Non-discrimination Clause:

It is the policy of DCTB that services, employment, and access to facilities shall be provided to all otherwise eligible individuals without regard to race, color, religion, sex, handicap, national origin, sexual orientation and age. Parties contracting with the Delaware County Transit Board agree to the provisions of the above non-discrimination policy which shall apply equally to the parties of the contract and shall become effective with the signing and dating of this contract.

Savings Clause:

If any portion of this contract is deemed illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect.

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

RESOLUTION NO. 02-648

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE
DEPARTMENT OF JOB AND FAMILY SERVICES:

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
22411603-520	JFS/WIA - Mat & Sup	\$ 20,580.00

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

RESOLUTION NO. 02-649

IN THE MATTER OF AUTHORIZING THE ADDITION OF JODY LONG TO THE LIST OF VENDORS WHO ARE APPROVED TO PROVIDE HOME BASED MENTORING AND MONITORING SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize Jody Long as a vendor who is approved to provide home based mentoring and monitoring services for The Department of Human Services.

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

RESOLUTION NO. 02-650

IN THE MATTER OF APPROVING THE APPLICATION FOR THE PROSECUTORS VICTIMS OF CRIME GRANT:

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

Whereas, The Delaware County Office of Victims Assistance (DCOVs) would like to provide additional services to those Delaware County residents affected by crime, and

Whereas, DCOVs has the opportunity to apply for a Victims of Crime Grant through the Ohio Attorney General’s Office to provide additional funding for additional staffing

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio

That the Board of County Commissioners approves of the grant application for the Prosecutors Victims of Crime Grant in the amount of \$21,664.00 and the local match of \$15,140.00.

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

RESOLUTION NO. 02-651

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PROBATE COURT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10027201-530	General Fund/Probate Court - Srvs & Chrgs	\$ 5,369.01

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

RESOLUTION NO. 02-652

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR BID PACKAGE 1 (CHILLER REPLACEMENT PIPING) AND 2 (CHILLER REPLACEMENT ELECTRICAL) FOR DELAWARE COUNTY JAIL:

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

WHEREAS, Delaware County received bids for Chiller Replacement for Delaware County Jail on May 9, 2002. And;

WHEREAS, after carefully reviewing Hill Engineering recommends the bids submitted by the companies listed below have been determined to be the lowest and best bids;

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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

approve and accept the bids submitted by the following companies.

Bid Package No./Description	Company Recommended	Amount of Contract Award including Alternates	Alternates Recommended
Bid Package 1 Chiller Replacement Piping	Condair, Inc.	\$26,000.00	3.3.1 - \$4,000 Remove existing chiller in existing mechanical room and legally dispose of material and debris off site.
Bid Package 2 Chiller Replacement Electrical	Rhodes Heating & Air Conditioning, Inc.	\$25,660.00	

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

RESOLUTION NO. 02-653

IN THE MATTER OF APPROVING CHANGE ORDERS FOR BID PACKAGE 30 (ACCENT COMMUNICATION SERVICES INC.); BID PACKAGE 24 (GLEESON CONSTRUCTION) AND BID PACKAGE 3 (FERGUSON STEEL) FOR THE NEW SERVICES BUILDING:

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

Accent Communication Services Inc.

Original Contract	\$ 46,476.50
Previous Change Orders	\$ 9,006.52
Change Order #2 BP 30	\$ 21,707.73
Revised Contract Amount	\$ 77,190.75

Gleeson Construction

Original Contract	\$ 728,860.00
Change Order #1 BP 24	\$ 5,470.00
Revised Contract Amount	\$ 734,330.00

Ferguson Steel

Original Contract	\$ 734,654.00
Change Order #1 BP 3	(\$ 10,895.00)
Revised Contract Amount	\$ 723,759.00

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

RESOLUTION NO. 02-654

IN THE MATTER OF APPROVING THE CONTRACT WITH PROFESSIONAL SERVICES INDUSTRIES FOR TESTING AND INSPECTION SERVICES FOR THE NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

Professional Services Industries
4960 Vulcan Avenue
Columbus, Ohio 43228

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

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

ARTICLE 1

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

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

Testing and Inspection Services
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Twenty-Nine Thousand, four Hundred Ninety One Dollars (\$29,491.00), based upon the Proposal Form, dated April 13, 2001 submitted by the Contractor.

Proposal Amount \$29,491
Total Contract Amount \$29,491

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

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before Completion of all Architects Prepared Punch list Items 3/20/2002

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

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

- 3.5 LIQUIDATED DAMAGES
- Not Applicable

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 02-655

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

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

SUPPLEMENTAL
APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
22411601-500	JFS/Income Maint - Salaries	\$ 14,337.00
22411601-510	JFS/Income Maint - PERS	\$ 4,653.00
22411604-500	JFS/Child Protective - Salaries	\$ 15,235.00
22411604-510	JFS/Child Protective - PES	\$ 4,974.00
22411605-500	JFS/Admin - Salaries	\$ 8,899.00
22411605-510	JFS/Admin - PERS	\$ 2,659.00
22411606-500	JFS/Soc Srvs - Salaries	\$ 3,234.00
22411606-510	JFS/Soc Srvs- PERS	\$ 846.00
21011113-500	Econ Development - Salaries	\$ 3,456.30
21011113-510	Econ Development - PERS	\$ 468.33
21011113-510	Econ Development - Medicare	\$ 50.12
21411306-500	911 - Salaries	\$ 9,186.00
21411306-510	911- PERS	\$ 1,244.70
21411306-510	911 - Medicare	\$ 133.20
21511307-500	EMA - Salaries	\$ 3,473.60
21511307-510	EMA - PERS	\$ 470.67
21511307-510	EMA - Medicare	\$ 50.37

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

TRANSFER OF
APPROPRIATION

FROM:	TO:	AMOUNT:
10011102-590 Gen Fund/Comm - Contingency	10011103-500 Gen Fund/Record Center - Salaries	\$ 14,730.24
10011102-590 Gen Fund/Comm - Contingency	10011103-510 Gen Fund/Record Center - PERS	\$ 1,995.95
10011102-590 Gen Fund/Comm - Contingency	10011103-510 Gen Fund/Record Center - Medicare	\$ 213.59
10011102-590 Gen Fund/Comm - Contingency	10011101-500 Gen Fund/Comm - Salaries	\$ 5,682.97
10011102-590 Gen Fund/Comm - Contingency	10011101-510 Gen Fund/Comm - PERS	\$ 770.04
10011102-590 Gen Fund/Comm - Contingency	10011101-510 Gen Fund/Comm - Medicare	\$ 82.40
10011102-590 Gen Fund/Comm - Contingency	10011105-500 Gen Fund/Lands & Bldgs - Salaries	\$ 16,356.80
10011102-590 Gen Fund/Comm - Contingency	10011105-510 Gen Fund/Lands & Bldgs - PERS	\$ 2,216.35
10011102-590 Gen Fund/Comm - Contingency	10011105-510 Gen Fund/Lands & Bldgs - Medicare	\$ 237.17
10011102-590 Gen Fund/Comm - Contingency	10011106-500 Gen Fund/Service Center - Salaries	\$ 2,334.40
10011102-590 Gen Fund/Comm - Contingency	10011106-510 Gen Fund/Service Center - PERS	\$ 316.31
10011102-590 Gen Fund/Comm - Contingency	10011106-510 Gen Fund/Service Center - Medicare	\$ 33.85
10011102-590 Gen Fund/Comm - Contingency	10011107-500 Gen Fund/Zoning - Salaries	\$ 78.44
10011102-590 Gen Fund/Comm - Contingency	10011107-510 Gen Fund/Zoning - PERS	\$ 10.63
10011102-590 Gen Fund/Comm - Contingency	10011107-510 Gen Fund/Zoning - Medicare	\$ 1.14
10011102-590 Gen Fund/Comm - Contingency	10011108-500 Gen Fund/Human Resources - Salaries	\$ 3,925.41
10011102-590 Gen Fund/Comm - Contingency	10011108-510 Gen Fund/Human Resources - PERS	\$ 531.89
10011102-590 Gen Fund/Comm - Contingency	10011108-510 Gen Fund/Human Resources -	\$ 56.92

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

Medicare			
10011102-590	10011302-500	\$	1,509.30
Gen Fund/Comm - Contingency	Gen Fund/Safety - Salaries		
10011102-590	10011302-510	\$	204.51
Gen Fund/Comm - Contingency	Gen Fund/Safety - PERS		
10011102-590	10011302-510	\$	21.88
Gen Fund/Comm - Contingency	Gen Fund/Safety - Medicare		
10011102-590	10011202-500	\$	1,077.20
Gen Fund/Comm - Contingency	Gen Fund/Pub Def - Salaries		
10011102-590	10011202-510	\$	145.96
Gen Fund/Comm - Contingency	Gen Fund/Pub Def - PERS		
10011102-590	10011202-510	\$	15.62
Gen Fund/Comm - Contingency	Gen Fund/Pub Def - Medicare		
10011102-590	10011304-500	\$	9,186.00
Gen Fund/Comm - Contingency	Gen Fund/911 - Salaries		
10011102-590	10011304-510	\$	1,244.70
Gen Fund/Comm - Contingency	Gen Fund/911- PERS		
10011102-590	10011304-510	\$	133.20
Gen Fund/Comm - Contingency	Gen Fund/911 - Medicare		
10011102-590	10026201-500	\$	27,063.46
Gen Fund/Comm - Contingency	Gen Fund/Juvenile Court - Salaries		
10011102-590	10026201-510	\$	3,667.10
Gen Fund/Comm - Contingency	Gen Fund/Juvenile Court- PERS		
10011102-590	10026201-510	\$	392.42
Gen Fund/Comm - Contingency	Gen Fund/Juvenile Court - Medicare		
10011102-590	10027201-500	\$	5,019.87
Gen Fund/Comm - Contingency	Gen Fund/Probate Court - Salaries		
10011102-590	10027201-510	\$	680.19
Gen Fund/Comm - Contingency	Gen Fund/Probate Court- PERS		
10011102-590	10027201-510	\$	72.79
Gen Fund/Comm - Contingency	Gen Fund/Probate Court - Medicare		
10011102-590	10020201-500	\$	36,833.60
Gen Fund/Comm - Contingency	Gen Fund/Clerk of Courts - Salaries		
10011102-590	10020201-510	\$	4,990.96
Gen Fund/Comm - Contingency	Gen Fund/Clerk of Courts- PERS		
10011102-590	10020201-510	\$	534.08
Gen Fund/Comm - Contingency	Gen Fund/Clerk of Courts - Medicare		
22411601-590	22411601-500	\$	20,000.11
JFS/Income Maint - Contingency	JFS/Income Maint - Salaries		

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 13, 2002

22411603-590 JFS/WIA - Contingency	22411603-500 JFS/WIA - Salaries	\$	3,380.00
22411604-590 JFS/Child Protective - Contingency	22411604-500 JFS/Child Protective - Salaries	\$	21,470.90
22411605-590 JFS/Admin - Contingency	22411605-500 JFS/Admin - Salaries	\$	10,723.93
22411606-590 JFS/Soc Srvs - Contingency	22411606-500 JFS/Soc Srvs - Salaries	\$	3,006.43

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
24820101-580 Title Admin Fund - Transfers	10020201-460 General Fund - Transfer-in	\$ 42,358.64

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners