

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 28, 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 (Absent), James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 02-1357

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR1025:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve payment of warrants in batch numbers
CMAPR1025 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Vouchers			
Del Co. Fam Serv Co of Gov	Prof Serv/Help Me Grow	22411601-530130102	\$ 11,754.64
Family Connections	Residential Treatment	22511607-534234215	\$ 7,134.00
Us Postal Service	Postal Services	10011105-5331	\$ 19,750.00

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

RESOLUTION NO. 02 -1358

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Julie Kunkle, Ron Pruett and Candy Kelley attend
an ABD Medicaid Training in Franklin County November 5, 2002, at no cost.

The Department of Job and Family Services is requesting that Joan Bennel, Margaret Shield and Joyce Marqusrt
attend an ABD Medicaid Training in Franklin County November 12, 2002, at no cost.

The Department of Job and Family Services is requesting that Mary Sediscek, Susan Chronaberry and Larry
Hager attend an ABD Medicaid Training in Franklin County November 13, 2002, at no cost.

The Auditor’s Office is requesting that Dave Yost attend a Media Relations for Government Officials Seminar in
Columbus, Ohio November 13, 2002, at the cost of \$320.00.

The Commissioners Office is requesting that Dave Cannon attend a CCAO Budget Seminar in Delaware, Ohio
November 18, 2002, at the cost of \$25.00.

The Commissioners Office is requesting that Donald Wuertz, James Ward, Deborah Martin, Dave Cannon, Letha
George, and Jennifer Walraven attend the CCAO Winter Conference in Columbus, Ohio December 2 and 3,
2002, at the cost of \$ 628.00.

The Environmental Services Department is requesting that James Carey attend a SEOWEA Section Meeting in
Delaware, Ohio November 7, 2002, at the cost of \$25.00.

The Environmental Services Department is requesting that Rick Thomas attend an Industrial Treatment Seminar
in Columbus, Ohio November 14, 2002, at the cost of \$180.00.

The Treasurer’s Office is requesting that Dale Wilgus participate in an on-line Continuing Education course
through the State Auditor’s Office, at the cost of \$65.00.

The Environmental Services Department is requesting that James Carey attend a Wastewater Chemistry Course in
Columbus, Ohio November 13, 2002, at the cost of \$180.00.

The Environmental Services Department is requesting that Ken Rosenbaum attend a SEOWEA Section Meeting
in Delaware, Ohio November 7, 2002, at the cost of \$25.00.

The Environmental Services Department is requesting that Marshall Yarnell attend a SEOWEA Section Meeting
in Delaware, Ohio November 7, 2002, at the cost of \$25.00.

The Environmental Services Department is requesting that Rick Varner attend a SEOWEA Section Meeting in
Delaware, Ohio November 7, 2002, at the cost of \$25.00.

The Environmental Services Department is requesting that Lyndon Johnson attend a SEOWEA Section Meeting

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in Delaware, Ohio November 7, 2002, at the cost of \$25.00.

The Administrative Services Department is requesting that Steven T. Savon attend a Fire Protection and Life Safety Symposium in Plain City, Ohio November 29, 2002, at no cost.

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

RESOLUTION NO. 02-1359

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CLERK OF COURTS OFFICE:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
24820101-540	Title Admin Fund - Equip	\$ 14,758.73
28129204-530	Common Pleas Data Fund - Srvs & Chrgs	\$ 2,200.00

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

RESOLUTION NO. 02-1360

IN THE MATTER OF APPROVING REVISED DITCH MAINTENANCE PETITION FOR COVINGTON MEADOWS SECTION 3:

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

Ditch Maintenance Petition- Covington Meadows Section 3

We the undersigned owners of 37.348 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Covington Meadows Section 3** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

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

The cost of the drainage improvements is \$ 130,580.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seventy-two (72) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 1,813.61 per lot. An annual maintenance fee equal to 2% of this basis \$ 36.27 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 2,611.60 has been paid to Delaware County.

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

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

RESOLUTION NO. 02-1361

IN THE MATTER OF ACCEPTING ROADS IN WALKER WOOD SECTION 13 AND SELDOM SEEN ACRES:

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

Walker Wood Section 13

- An addition of 0.30 mile to Township Road Number 874, Reeves Avenue
- An addition of 0.12 mile to Township Road Number 926, Emmanuel Drive
- An addition of 0.03 mile to Township Road Number 945, Earldale Court
- Barnet Court, to be known as Township Road Number 1287

Seldom Seen Acres

- Sawmill Drive, to be known as Township Road Number 1288
- Sawmill Circle, to be known as Township Road Number 1289

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

RESOLUTION NO. 02-1362

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WALKER WOOD SECTION 13
AND SELDOM SEEN ACRES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to establish the following stop conditions:

Stop Conditions – Walker Wood Section 13

- On Township Road Number 1287, Barnet Court, at its intersection with Township Road Number 926, Emmanuel Drive

Stop Conditions – Seldom Seen Acres

- On Township Road Number 1288, Sawmill Drive, at its intersection with County Road Number 609, Sawmill Parkway
- On Township Road Number 1289, Sawmill Circle, at its intersection with County Road Number 609, Sawmill Parkway

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

RESOLUTION NO. 02-1363

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR OAKS AT HIGHLAND LAKES
PHASE 3; HARBOR POINTE SECTION 2, PHASE 2; SCIOTO RESERVE SECTION 4, PHASE 7
AND SCIOTO RESERVE SECTION 4, PHASE 8:

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

Oaks at Highland Lakes Phase 3

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 2003 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at \$37,000 for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes, Inc.

Harbor Pointe Section 2, Phase 2

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 2003 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at \$20,500 for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes, Inc.

Scioto Reserve Section 4, Phase 7

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 2003 construction

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season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$91,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

Scioto Reserve Section 4, Phase 8

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 2003 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$20,245** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

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

RESOLUTION NO. 02 -1364

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

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

Permit #	Applicant	Location	Type of Work
U02169	Suburban Natural Gas	Wilshire Estates Section 6	Install gas main
U02176	Verizon	Orange Point Drive/Commerce Ct.	Place buried cable
U02177	Columbus Southern Power	Seldom Seen Road	Bore conduit
U02178	Ameritech	Old 3C/Covington Meadows	Bore under road

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

RESOLUTION NO. 02 -1365

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF DOMINION HOMES FOR CONSTRUCTION OF SCIOTO RESERVE SECTION 3, PHASES 3 & 4:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve taking action against the bond of Dominion Homes:

Scioto Reserve Section 3, Phases 3 & 4

On August 12, 2002, we sent a Pre-final Punchlist to Dominion Homes, the developer for the referenced projects, outlining the remaining items needed to finalize the projects. Another letter was sent to Dominion on September 27, 2002 via Certified Mail advising that the majority of the items in our original punchlist still had not been addressed and would need to be completed prior to the expiration date of their maintenance bond, which is October 30, 2002.

As of this date, Dominion still has not addressed the outstanding items to finalize these projects. The Engineer is, therefore, requesting approval to take action against the projects’ maintenance bonds should Dominion fail to finalize these improvements prior to the expiration of their bonds.

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

RESOLUTION NO. 02-1366

IN THE MATTER OF APPROVING THE MAINTENANCE SERVICE CONTRACT WITH HEIMANN SYSTEMS FOR THE DELAWARE COUNTY SHERIFF’S OFFICE COURT HOUSE SECURITY EQUIPMENT:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following Service Contract:

Service Contract
Heimann Systems

The Delaware County Sheriff’s Office Court House Security Equipment
(X-Ray Security System)
Model # 6040d M Serial # 178116

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**Contract \$ 2,084 (Per Unit)
Maintenance Rider \$ 874 (Per Unit)
Parts Rider \$ 1,388 (Per Unit)**

For a period of one year commencing 10/1/02 expiring 9/30/03.

1. Scope

1.1 Service- Heimann Systems will provide service for the equipment described above, hereof, (the Equipment) when requested by the customer. Heimann Systems will make every effort to respond to service call at a mutually agreed upon arrival time consistent with the provisions cited in paragraph 2.

1.2 Maintenance Rider-Heimann Systems will guarantee a maintenance inspection for the equipment as described in the maintenance checklist.

2. Principal Coverage Period (PCP)

Service and maintenance will be provided during the principle period of 8:30am-5:00pm, Monday through Friday, excluding holidays, unless otherwise indicated in Specific Conditions. Services calls, requiring immediate repair, will be conducted on a 24-hour service basis. For service or maintenance requested during overtime a premium of 33% of Heimann Systems per call rates than in effect will be assessed, during Double time the premium is 66%.

3. Replacement Parts

3.1 Service Contract- Heimann Systems will supply at customer's expense, necessary parts, required due to normal wear and tear or otherwise deemed necessary by Heimann Systems. All parts will be standard Parts of equal quality. Exchange parts removed from the equipment shall become the property of Heimann Systems.

4. Maintenance

Maintenance will be carried out in accordance with the maintenance checklist. The service representative will observe and record all operating parameters in the appropriate records or logbooks.

5. Software Maintenance

Wherever the equipment included in the contract utilizes software provided by Heimann Systems for operation we will supply maintenance and upgrades for such software, as part of the rider. Maintenance and upgrades will be based on originally purchased software options.

6. Equipment/Location

The equipment to be covered under this contract is limited to the Heimann Systems furnished equipment described. The equipment shall be eligible for coverage under this contract immediately upon expiration of the warranty or an existing Heimann Systems Service contract, provided it is properly installed, remains connected to the original power supply in its original location and derived by Heimann systems authorized personnel only. Equipment not eligible because of this stipulation is subject to inspection by Heimann Systems to determine if it is in good operating condition. Any repairs or adjustments deemed necessary during this inspection shall be charged to the customer at Heimann systems per call rates and terms that are in effect prior to commencement of the contract.

7. Contract Period/Rates

This contract shall be in effect for the period stated above and may be renewed upon mutual written consent for successive one-year terms at the then prevailing rates unless either party shall send written notice to the other of its intent not to renew, at least 60 days prior to the end of the term.

8. Cause for Exclusion/Separate Charges

This contract specifically excludes labor, parts and expenses necessary to repair equipment:

Damage by fire, accident, misuse, abuse, negligence, flood, lightning, natural disasters, water damage, acts of war, act of terrorism and other calamities defined as "Acts of God" or by the customers failure to operate the equipment in accordance with the manufacture's instructions or to maintain the recommended operating environment and line conditions.

Defective due to unauthorized attempts to repair, relocate, maintain, add or to modify the equipment by the customer or any third party or due to the attachment of non Heimann Systems supplied equipment without Heimann Systems prior approval.

Which failed due to causes from within non-Heimann Systems supplied equipment.

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9. Cancellation During the Contract Period

In the event that other equipment supplied by Heimann Systems replaces the equipment, the customer may cancel this contract without charge by giving written notice to Heimann Systems. Heimann System also reserves the right to cancel this contract with notice, if the customer is in default.

10. Limitation of Liability

Heimann Systems shall not be liable for failure to keep the equipment in working order when such failure is due to cause beyond its reasonable control. In no event shall Heimann Systems be liable for any special, consequential of expectancy damage, including, without limitation, loss of revenues for downtime. Heimann System’s maximum liability on any claim for loss of damages, for any reason, including negligence, arising out of connected with this contract, or the use of any equipment covered by this contract (including but not limited to, loss or damages arising from breach of contact) shall in no case exceed one (1) years maintenance charges for the particular item or items of equipment involved in the claim.

11. Notices, Ect.

All notices and changes to this contract must be in writing. The contract in not transferable, except that Heimann Systems may assign without customer approval to any subsidiary or affiliated company. The laws of the state of New Jersey shall govern this contract.

12. Government Access Clause

Until the expiration of four years after the furnishing of any services under this contract, Heimann Systems shall make available upon written request of the Secretary of the Department of Health and Human Services or upon written request of the Comptroller General or any of their duly authorized representatives, this contract.

This clause shall apply if, and solely to the extent that Section 1861 (v) (I) (I) of the Social Security Act applies to this contract.

Maintenance Check List

The Following Recommended Yearly Preventative Maintenance Check Will Be Performed During Each Maintenance Visit.

- Check X-Ray On Indicator
- Check All Controls Elements
- Check All Functions
- Check Interlock Systems
- Check Monitor Adjustments
- Check Picture Quality
- Check Conveyor Belt
- Check Jumping Rollers
- Check Roller Bearings
- Check Center Deviation (20mm L/R)
- Check Lead Curtin
- Check X-Ray Generator Alignment
- Clean System Surface
- Clean Fan Filter
- Clean Light Barriers
- Measure X-Ray Dose At Object
- Measure Surface Leakage
- Measure X-Ray Tube Current
- Check Voltage Supply
- Check Relays
- Check Housing Covers

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

RESOLUTION NO. 02-1367

IN THE MATTER OF APPROVING THE ANNUAL SUBSCRIPTION ADDENDUM OF THE SOFTWARE LICENSE AGREEMENT WITH AFFIDAVIT MAKER FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following Addendum:

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Affidavit Maker
Software License Agreement
Annual Subscription Addendum

This Addendum shall become part of and incorporated into the agreement entered into on July 29, 1996 by and between Terry L. Fisher, Esquire, (“Licensor”), a sole proprietor having principal offices at Springfield, Ohio, and the undersigned customer, the Delaware County Sheriff’s Office, 844 U.S. Route 42 North, Delaware, Ohio (nsee”). The Agreement and Addendum determine the rights and licenses granted to the Licensee in the Licensed Software supplied by the Licensor hereunder.

LICENSE FEES AND CHARGES

The license fees and charges for the Licensed Product shall be calculated by the number of sworn Law Enforcement Officers who serve the Licensee on the effective date of this License Agreement, multiplied by the then current fees and charges for the Licensed Product.

The number of sworn Law Enforcement Officers who serve the Licensee on the effective date of this License Agreement and the current fees and charges for the Licensed Product follow:

70 personnel multiplied by \$24.00/person (Affidavit Maker Main Module) \$1,680.00
(Affidavit Maker Juvenil Module) \$ 605.00

This Term of this Addendum shall be
November 1, 2002 though October 31, 2003.

TOTAL DUE November 1, 2001 \$2,285.00

CUSTOMER PROGRAMMING FEES

During the term of this License Agreement, system consultation services, data conversion services, incorporation of Municipal Ordinances into the Licensed Product, and other services performed by Licensor shall be performed at an hourly rate of \$75.00 per hour.

Licensed Software installation on Licensed CPU’s other than those specified in Article 4 shall be performed at the rate of \$400.00 per year per CPU.

ANNUAL MAINTENANCE

Licensee shall be permitted to enter into annual Maintenance Agreements at pricing calculated by the number of sworn Law Enforcement Officers who serve the Licensee on the effective date of the Annual Maintenance Agreements. The Annual Maintenance Agreements shall be at the then current fees and charges for Annual Maintenance, provided that Annual Maintenance for the Main Affidavit Maker module shall not increase more than five percent (5%) per annum.

Should Licensee take advantage of the provisions of Section 4 (E) of this agreement and obtain additional software module(s) from Licensor, the Annual Maintenance for those additional module(s) shall be at the then current Fees and charges for Annual Maintenance of the Module(s) and shall be in addition to the Annual Maintenance for the Main Affidavit Maker Module. Annual Maintenance charges for these additional module(s) shall not increase more than five percent (5%) per annum from the initial Annual Maintenance fee of the additional module(s).

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

RESOLUTION NO. 02-1368

IN THE MATTER OF APPROVING THE MAINTENANCE SERVICE AGREEMENT WITH
AETHER SYSTEMS INC. FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Service Contract.

(Copy of contract available in the Commissioners office until no longer of Administrative Value).

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

RESOLUTION NO. 02-1369

IN THE MATTER OF APPROVING CHANGE ORDER 3 FOR SPRING ELECTRIC FOR MEDIC
STATION 9 (HARLEM):

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve change order:

WHEREAS, certain electrical switch and wiring changes at Medic Station 9 are required to provide for the greater safety, security and comfort of Emergency Medical Service personnel, and

WHEREAS, all the changes for Spring Electric represent an approximate increase of 5% over the estimated project cost,

Original Contract \$67,525.00

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Previous Changes	\$ 1,828.20
Change Order 3	\$ 2,082.45
Revised Contract Amount	\$71,435.65

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves this change order.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation of funds for this change order into Account 40211407-540 in the amount of \$2,082.45.

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 Absent

RESOLUTION NO. 02-1370

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY AND
THE JOHN GLENN INSTITUTE FOR SUPERVISOR TRAINING:**

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

This agreement is entered into between Delaware County and the John Glenn Institute for Public Service & Public Policy though its Management Development Programs office. As Per Agreement:

1. Management Development Programs agrees to conduct the 2003 Advanced Supervision Training for Delaware County, Consisting of three seminars. The dates and topics for the seminars are as follows: Tuesday, February 11, 2003 (Motivating Workers to Achieve their Potential); Tuesday, May 6, 2003 (Managing Workplace Negativity); and Tuesday, October 7, 2003 (Effective Presentations). The location for the seminars is the Delaware County offices at 10 Court Street, Delaware, Ohio. Each seminar is scheduled for 8:30AM- 4:00PM with a one-hour lunch break. The total maximum enrollment for each seminar is 30 participants.
2. The presenters for the 2003 Advanced Supervision Training are Leanne Puglielli, Ph.D. (February and May) and James White (October).
3. Total cost for the 2003 Advanced Supervision Training (three seminars) is \$6,900. This cost includes program development, presentation fees, and instructional materials. Management Development Program can provide evaluations and evaluation summaries or use the Delaware County evaluation for, as Board prefers.
4. Delaware County will provide conference facilities and audiovisual equipment as requested by the presenter.
5. Total payment will be made within a reasonable period after an invoice is submitted by Management Development Programs to Delaware County. Management Development Program will submit a separate invoice following each seminar.
6. If Delaware County cancels any one of the seminars listed in #1 above within 30 days of the seminar date, Delaware County will be responsible for payment covering the speaker's fee for developing and presenting the cancelled seminar.
7. This agreement shall be interpreted according to the laws of the state of Ohio. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the state of Ohio.

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

RESOLUTION NO. 02-1371

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND
SUPPLEMENTAL APPROPRIATIONS FOR THE DATA PROCESSING CENTER:**

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
20315101 - 520	Data Center - Mat & Sup	\$ 3,750.00

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TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011102 - 590	10015102 – 580	\$ 3,750.00
General Fund/Comm - Contingency	General Fund/Data Center - Transfer	

TRANSFER OF FUNDS

10015102 - 5801	20315101 – 4601	\$ 3,750.00
General Fund/Data Center - Transfer	Data Center - Transfer-in	

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

RESOLUTION NO. 02-1372

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR HARBOR POINTE
SECTION 3:

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

Harbor Pointe Section 3	356 feet of 8 inch sewer	15 manholes
	1,648 feet of 10inch sewer	
	1,555 feet of 12 inch sewer	

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

RESOLUTION NO. 02-1373

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR
KINSALE GOLF AND FITNESS CLUB:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plan for Kinsale Golf and Fitness for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-1374

IN THE MATTER OF APPROVING THE REAL ESTATE SERVICE CONTRACT BETWEEN THE
ENVIRONMENTAL SERVICES DEPARTMENT, THE DELAWARE COUNTY COMMISSIONERS
AND M.E. COMPANIES FOR THE PERRY-TAGGART SANITARY SEWER IMPROVEMENTS:

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

REAL ESTATE SERVICE CONTRACT
DELAWARE COUNTY COMMISSIONERS

This contract is entered into this 28th day of October, 2002, by and between the Delaware County Commissioners and M E Companies, Inc. (the “Contractor”), 635 Brooksedge Blvd., Westerville, Ohio 43081.

ARTICLE I: STATEMENT OF WORK

1. The Contractor shall undertake the work and activities set forth in the scope of work, attached Exhibit 1, which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein.
2. Work under this contract shall commence on October 1, 2002 and shall be completed by February 1, 2003 with the right of way certified as cleared for construction.
3. The Contractor shall also deliver, assign, transfer, and convey to the Delaware County Commissioners all rights, title, and interest to all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source codes, documentation, and other materials and property prepared or developed or created or discovered under or in connection with this contract.
4. In the event that the activities contemplated herein are to be financed in whole or in part by a gift, grant, loan, or donation from any person, agency, or instrumentality other than the Delaware County Commissioners, the Contractor shall submit to the Delaware County Commissioners such reports and

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information and comply with such other conditions as the Delaware County Commissioners may require in order to fulfill its obligations under any agreement providing for such financial assistance.

5. The Contractor shall perform professional services in accordance with generally accepted standards necessary for the satisfactory performance of the work hereunder.
6. The Contractor shall furnish its own support staff necessary for the satisfactory performance of the work hereunder.
7. The Contractor shall consult with the personnel of the Delaware County Commissioners and other appropriate persons, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
8. The Contractor shall submit monthly status reports to the Delaware County Sanitary Engineer or other party as directed by the Delaware County Commissioners.
9. All administrative settlements (in house) must have prior approval from the Delaware County Sanitary Engineer. A verbal approval or disapproval will be made by the Engineer with written documentation to follow.
10. Upon Contractor's completion of all right of way services, he/she shall certify clearance of the right of way for construction purposes.

ARTICLE II: TIME OF PERFORMANCE

This contract shall be binding upon both parties upon receipt by the Contractor of a fully executed copy of this contract after which the work described in Article I hereof shall commence. Contractor understands that time is of the essence. This contract shall remain in effect until the work described in Article I is completed to the satisfaction of the Delaware County Commissioners or until terminated as provided in Article IX, whichever is sooner.

ARTICLE III: COMPENSATION

1. In consideration for the promises and performance of the Contractor as set forth herein, the Delaware County Commissioners agrees to:

Pay to the Contractor, upon submission of invoices, a total amount not to exceed Twenty Five Thousand Two Hundred and Twenty Five Dollars (\$25,225.00) unless otherwise authorized for negotiation services, in which case said compensation will not exceed Fifty-Six Thousand Seven Hundred Twenty Five Dollars (\$56,725.00) for the completion of services performed in accordance with Article I of this contract. Invoices will be prepared monthly based on hours worked in each month and will be paid at the hourly rate of \$65 per hour not to exceed Twenty Five Thousand Two Hundred and Twenty Five Dollars (\$25,225.00) or Fifty-Six Thousand Seven Hundred Twenty Five Dollars (\$56,725.00) if authorized per the above.

The total not to exceed figure is as determined within the Contractor's proposal dated September 11, 2002 and attached hereto as Exhibit 2. In addition, any costs, such as recording fees, etc., incurred with County Offices such as the County Recorder or County Auditor will be either waived by the appropriate office or passed through directly at actual cost to the County within the Contractor's monthly invoice.

2. Unless expressly provided for elsewhere in this contract, Contractor shall be responsible for and assume all office, business, and direct expenses that are incurred as a result of the performance of this contract.

ARTICLE IV: RECORD KEEPING REQUIREMENTS

1. The Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.
2. During the period covered by this contract and until the expiration of three years after final payment under this contract, the Contractor agrees to provide the Delaware County Commissioners duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract. The Contractor shall, for each subcontract in excess of Twenty-Five Hundred Dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

ARTICLE V: RELATED CONTRACTS

1. The work contemplated in this contract is to be performed by the Contractor, who may subcontract

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without Delaware County Commissioners approval for the purchase of articles, supplies, components, special mechanical services, or appraisal services not exceeding \$2,500.00 that relate to the type of work or services described in Article I, but which are required for its satisfactory completion. The Contractor will not enter into other subcontracts without prior written approval from the Delaware County Commissioners.

ARTICLE VI: CONFLICTS OF INTEREST

1. No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Delaware County Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the Delaware County Commissioners shall determine that, in the light of the personal interest disclosed his or her participation in any such action would not be contrary to the public interest.

ARTICLE VII: EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age, or Vietnam-era veteran status. The Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, handicap, age, or Vietnam-era veteran status: Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, handicap, age, or Vietnam-era veteran status. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

ARTICLE VIII: RIGHTS IN DATA PATENTS AND COPYRIGHTS: PUBLIC USE

1. The Deliverables provided by the Contractor under Article I shall become the property of the Delaware County Commissioners and a public record. The Delaware County Commissioners and any person, agency, or instrumentality providing financial assistance for the work performed under Article I shall have an unrestricted right to inspect, review, reproduce, distribute, modify, maintain, and use the Deliverables, and the Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The Contractor relinquishes any and all copyrights, privileges, and proprietary rights to the Deliverables. The Contractor shall not include in any Deliverable any copy righted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided herein.
2. Neither the Contractor nor any of the Contractor's employees, agents, subcontractors, or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by the Delaware County Commissioners prior to application for the patent. In the event that such patent is obtained, the Contractor shall, at the request of the Delaware County Commissioners provide the Delaware County Commissioners with written authorization for the Delaware County Commissioners and any other person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent disclosure without payment therefore.
3. Contractor agrees that all Deliverables shall be made freely available to the general public.

ARTICLE IX: SUSPENSION AND TERMINATION PROVISIONS

1. This contract shall terminate September 30, 2003. At that time the Delaware County Commissioners may extend this contract under the same terms and conditions by giving written notice to the contractor

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by August 30, 2003.

2. The Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Delaware County Commissioners may require.
3. In the event of suspension or termination under this Article, Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, for which the Contractor charges a flat rate, based on a reasonable percentages of the total services performed, as determined by the Delaware County Commissioners less any funds previously paid by or on behalf of the Delaware County Commissioners. The Delaware County Commissioners shall not be liable for any further claims, and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract. Any hours or percentages of the flat rate involved must, to the satisfaction of the Delaware County Commissioners be reasonable and in relation to the total anticipated cost of the project and to the amount of work accomplished. In the event of suspension or termination, any payment made by the Delaware County Commissioners in which services have not been rendered by the Contractor shall be returned to the Delaware County Commissioners.

ARTICLE X: RESPONSIBILITY FOR CLAIMS

Contractor agrees to hold the Delaware County Commissioners harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor shall reimburse the Delaware County Commissioners for any judgement for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by the Delaware County Commissioners to do so.

ARTICLE XI: COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this contract. The Delaware County Commissioners shall not be liable for any taxes under this contract.

ARTICLE XII: CERTIFICATION OF FUNDS

It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required. Such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that the Delaware County Commissioners gives the Contractor written notice that such funds have been made available to the Delaware County Commissioners, by the Delaware County Commissioners' funding source.

ARTICLE XIII: LIMITATION OF LIABILITY

The Delaware County Commissioners' liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Contractor under Article III or the amount of direct damages incurred by Contractor, whichever is less. The Contractor's sole and exclusive remedies for the Delaware County Commissioners' failure to perform under the contract shall be as set forth in this Article. IN NO EVENT SHALL THE DELAWARE COUNTY COMMISSIONERS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, EVEN IF THE DELAWARE COUNTY COMMISSIONERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XIV: CHANGE OR MODIFICATIONS

This contract constitutes the entire agreement between the parties, and any changes or modifications to this contract will be mutually made and agreed to in writing.

ARTICLE XV: ASSIGNMENT

Neither this contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without prior written consent of the other party.

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ARTICLE XVI: CONSTRUCTION

This contract shall be constructed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

ARTICLE XVII: DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE XVIII: OHIO ELECTIONS LAW

The M•E Turn Key Service, Inc. affirms that, as applicable to the vendor, no party listed in Division (1) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

ARTICLE XIX: OHIO ETHICS LAW REQUIREMENTS

1. The Contractor agrees to adhere to the requirements of Ohio Ethics Law as provided by Chapter 102 of the Ohio Revised Code, Ohio Ethics Law prohibits a state official or employee from receiving compensation, other than from his or her own agency, for personal services rendered in a case, proceeding, application, or other matter before any state agency.

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

RESOLUTION NO. 02-1375

IN THE MATTER OF APPROVING THE REAL ESTATE SERVICE CONTRACT BETWEEN THE ENVIRONMENTAL SERVICES DEPARTMENT, THE DELAWARE COUNTY COMMISSIONERS AND EARL LIFF AND ASSOCIATES FOR THE PERRY-TAGGART SANITARY SEWER IMPROVEMENTS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the contract.

REAL ESTATE SERVICE CONTRACT
DELAWARE COUNTY COMMISSIONERS

This contract is entered into this 28th day of October, 2002, by and between the Delaware County Commissioners and Earl Liff and Associates, (the "Contractor"), P.O. Box 142, 5 S. Market Street, Mt. Sterling, Ohio 43143.

ARTICLE I: STATEMENT OF WORK

1. The Contractor shall undertake the work and activities set forth in the scope of work, attached Exhibit 1, which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein.
2. Work under this contract shall commence on October 1, 2002 and shall be completed by January 1, 2003.
3. The Contractor shall also deliver, assign, transfer, and convey, (if requested by Delaware County) to the Delaware County Commissioners all rights, title, and interest to all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source codes, documentation, and other materials and property prepared or developed or created or discovered under or in connection with this contract.
4. In the event that the activities contemplated herein are to be financed in whole or in part by a gift, grant, loan, or donation from any person, agency, or instrumentality other than the Delaware County Commissioners, the Contractor shall submit to the Delaware County Commissioners such reports and information and comply with such other conditions as the Delaware County Commissioners may require in order to fulfill its obligations under any agreement providing for such financial assistance.
5. The Contractor shall perform professional services in accordance with generally accepted standards necessary for the satisfactory performance of the work stated as described in Exhibit 2.
6. The Contractor shall furnish its own support staff necessary for the satisfactory performance of the work

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hereunder.

7. The Contractor shall consult with the personnel of the Delaware County Commissioners and other appropriate persons, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
8. The Contractor shall submit monthly status reports to the Delaware County Sanitary Engineer or other party as directed by the Delaware County Commissioners, if requested.
9. All administrative settlements (in house) must have prior approval from the Delaware County Sanitary Engineer. A verbal approval or disapproval will be made by the Delaware County Sanitary Engineer with written documentation to follow.

ARTICLE II: TIME OF PERFORMANCE

This contract shall be binding upon both parties upon receipt by the Contractor of a fully executed copy of this contract after which the work described in Article I hereof shall commence. Contractor understands that time is of the essence. This contract shall remain in effect until the work described in Article I is completed to the satisfaction of the Delaware County Commissioners or until terminated as provided in Article IX, whichever is sooner.

ARTICLE III: COMPENSATION

1. In consideration for the promises and performance of the Contractor as set forth herein, the Delaware County Commissioners agrees to:

Pay to the Contractor, upon submission of invoices, a total amount not to exceed Eighty Thousand Dollars (\$80,000.00) unless otherwise authorized for the completion of services performed in accordance with Article I of this contract. Invoices will be prepared monthly based on the number of parcels appraised at the time of invoicing.

The total not to exceed figure is as determined within the Contractor's proposal dated September 10, 2002 and attached hereto as Exhibit 2. In addition, any costs, such as recording fees, etc., incurred with County Offices such as the County Recorder or County Auditor will be either waived by the appropriate office or passed through directly at actual cost to the County within the Contractor's monthly invoice.

2. Unless expressly provided for elsewhere in this contract, Contractor shall be responsible for and assume all office, business, and direct expenses that are incurred as a result of the performance of this contract.

ARTICLE IV: RECORD KEEPING REQUIREMENTS

1. The Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.
2. During the period covered by this contract and until the expiration of three years after final payment under this contract, the Contractor agrees to provide the Delaware County Commissioners duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract. The Contractor shall, for each subcontract in excess of Twenty-Five Hundred Dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

ARTICLE V: RELATED CONTRACTS

1. The work contemplated in this contract is to be performed by the Contractor, who may subcontract without Delaware County Commissioners approval for the purchase of articles, supplies, components, special mechanical services, or appraisal services not exceeding \$2,500.00 that relate to the type of work or services described in Article I, but which are required for its satisfactory completion. The Contractor will not enter into other subcontracts without prior written approval from the Delaware County Commissioners.

ARTICLE VI: CONFLICTS OF INTEREST

1. No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

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2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Delaware County Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the Delaware County Commissioners shall determine that, in the light of the personal interest disclosed his or her participation in any such action would not be contrary to the public interest.

ARTICLE VII: EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age, or Vietnam-era veteran status. The Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, handicap, age, or Vietnam-era veteran status: Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, handicap, age, or Vietnam-era veteran status. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

ARTICLE VIII: RIGHTS IN DATA PATENTS AND COPYRIGHTS: PUBLIC USE

1. The Deliverables provided by the Contractor under Article I shall become the property of the Delaware County Commissioners and a public record. The Delaware County Commissioners and any person, agency, or instrumentality providing financial assistance for the work performed under Article I shall have an unrestricted right to inspect, review, reproduce, distribute, modify, maintain, and use the Deliverables, and the Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The Contractor relinquishes any and all copyrights, privileges, and proprietary rights to the Deliverables. The Contractor shall not include in any Deliverable any copy righted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided herein.
2. Neither the Contractor nor any of the Contractor's employees, agents, subcontractors, or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by the Delaware County Commissioners prior to application for the patent. In the event that such patent is obtained, the Contractor shall, at the request of the Delaware County Commissioners provide the Delaware County Commissioners with written authorization for the Delaware County Commissioners and any other person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent disclosure without payment therefore.

ARTICLE IX: SUSPENSION AND TERMINATION PROVISIONS

1. This contract shall terminate September 30, 2003. At that time the Delaware County Commissioners may extend this contract under the same terms and conditions by giving written notice to the contractor by August 30, 2003.
2. The Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Delaware County Commissioners may require.
3. In the event of suspension or termination under this Article, Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, for which the Contractor charges a flat rate, based on a reasonable percentages of the total services performed, as determined by the Delaware County Commissioners less any funds previously paid by or on behalf of the Delaware County Commissioners. The Delaware County Commissioners shall not be liable for any further claims, and the claims submitted by the Contractor shall not exceed the

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total amount of consideration stated in this contract. Any hours or percentages of the flat rate involved must, to the satisfaction of the Delaware County Commissioners be reasonable and in relation to the total anticipated cost of the project and to the amount of work accomplished. In the event of suspension or termination, any payment made by the Delaware County Commissioners in which services have not been rendered by the Contractor shall be returned to the Delaware County Commissioners.

ARTICLE X: RESPONSIBILITY FOR CLAIMS

Contractor agrees to hold the Delaware County Commissioners harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor shall reimburse the Delaware County Commissioners for any judgement for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by the Delaware County Commissioners to do so.

ARTICLE XI: COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this contract. The Delaware County Commissioners shall not be liable for any taxes under this contract.

ARTICLE XII: CERTIFICATION OF FUNDS

It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required. Such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that the Delaware County Commissioners gives the Contractor written notice that such funds have been made available to the Delaware County Commissioners, by the Delaware County Commissioners' funding source.

ARTICLE XIII: LIMITATION OF LIABILITY

The Delaware County Commissioners' liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Contractor under Article III or the amount of direct damages incurred by Contractor, whichever is less. The Contractor's sole and exclusive remedies for the Delaware County Commissioners' failure to perform under the contract shall be as set forth in this Article. IN NO EVENT SHALL THE DELAWARE COUNTY COMMISSIONERS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, EVEN IF THE DELAWARE COUNTY COMMISSIONERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XIV: CHANGE OR MODIFICATIONS

This contract constitutes the entire agreement between the parties, and any changes or modifications to this contract will be mutually made and agreed to in writing.

ARTICLE XV: ASSIGNMENT

Neither this contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without prior written consent of the other party.

ARTICLE XVI: CONSTRUCTION

This contract shall be constructed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

ARTICLE XVII: DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE XVIII: OHIO ELECTIONS LAW

Earl Liff and Associates, Inc. affirms that, as applicable to the vendor, no party listed in Division (1) or

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(J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

ARTICLE XIX: OHIO ETHICS LAW REQUIREMENTS

1. The Contractor agrees to adhere to the requirements of Ohio Ethics Law as provided by Chapter 102 of the Ohio Revised Code, Ohio Ethics Law prohibits a state official or employee from receiving compensation, other than from his or her own agency, for personal services rendered in a case, proceeding, application, or other matter before any state agency.

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

RESOLUTION NO. 02-1376

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION:

It was moved by Mr. Ward, seconded by Mr. Wuertz to adjourn into Executive Session at 9:45AM.

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

RESOLUTION NO. 02-1377

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Wuertz to adjourn out of Executive Session at 10:00AM.

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

RESOLUTION NO. 02-1378

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR EMULSION POLYMER FOR WASTEWATER TREATMENT:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, December 9, 2002, at 10:00 AM** at 101 North Sandusky Street Delaware, Ohio 43015.

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

RESOLUTION NO. 02-1379

RESOLUTION DETERMINING SUFFICIENCY OF THE APPLICATION TO ADD PROPERTY TO THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Liberty Community Infrastructure Financing Authority (the "Authority") was filed with this Board by the developer of the Authority (the "Developer") on July 28, 2000; and

WHEREAS, the Petition generally described the boundaries of the related new community district (the "District"); and

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

WHEREAS, pursuant to Resolution No. 00-623 and pursuant to Section 349.03(A) of the Ohio Revised Code, the Board, upon the filing of the Petition determined that the Petition was sufficient and complied with the requirements of Section 349.03 of the Ohio Revised Code; and

WHEREAS, the Board adopted Resolution No. 00-748 establishing the Authority pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, on October 2, 2002, the Developer filed an application (the "Application") with the Board requesting that certain land be added to the District which application was signed by the cities of Columbus, Ohio and Delaware, Ohio as the "proximate cities" pursuant to Chapter 349 of the Ohio Revised Code; and

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WHEREAS, the Application further provided that the addition of such land will be conducive to the public health, safety, convenience and welfare, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board has reviewed the Application and determined that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Application which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Application and that notice of the public hearing shall be given by the Clerk of this Board, all as required by Section 349.03(A) of the Ohio Revised Code;

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

- 1. The Board finds and determines that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.
- 2. A public hearing on the Application shall be held on **Monday, November 18, 2002 at 9:30 a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
- 3. The clerk of this Board is directed to give notice of the public hearing on the Application by publication once each week for three consecutive weeks in The Delaware Gazette.
- 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- 5. That this Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 02-1380

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE THURSDAY OCTOBER 31, 2002 COMMISSIONERS SESSION FROM 9:30AM TO 8:00 AM:

It was move by Mr. Ward, seconded by Mr. Wuertz to approve the time change.

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

Debbie Shatzer-Convention and Business Presentation

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz