

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2004

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

PUBLIC COMMENT

Larry Fisher updated the Commissioners on the tour of the County he had on Saturday present were Bridgette Bouska - Ohio EMA; Janet Jackson - Federal Emergency Management Agency (FEMA); Danny Hogsett - Small Business Administration (SBA); Larry Fisher - Director, Delaware County EMA and Dave Hall - Dep Dir, Delaware County EMA. Areas visited: Shroyers Mobile Home Park, Kensington and Oakhurst communities, Pine Crest community, Eastwood, Hawk Rd, Rt 257, north and south of Route 36. The Information will be sent to the State. (Complete recorded of comments available on CD of Minutes).

RESOLUTION NO. 04-731

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETINGS HELD JUNE 16 AND 17, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meetings held June 16 and 17, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-732

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0618:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0618, and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|-------------------------------|-----------------------------------|-----------------------|---------------|
| PO's | | | |
| Increases | | | |
| Bonded Chemicals | Chemicals for Alum Creek | 65211919-5290 | \$ 5,000.00 |
| Children's World | Day Care | 22411606-5348 | \$ 7,600.00 |
| Vouchers | | | |
| US Filter | Bioxide for Pump Stations | 65211919-5290 | \$ 6,963.25 |
| AEP | Service | 65211905-533833802 | \$ 38,871.65 |
| AEP | Service | 65211919-533833802 | \$ 44,502.06 |
| Toddler Inn | Day Care | 22411606-5348 | \$ 15,488.40 |
| Barefoot and Case | Skimmer Pumps OECC | 65211905-5270 | \$ 6,025.00 |
| Barefoot and Case | Repair Pumps at Leatherlips | 65211905-5270 | \$ 14,498.00 |
| Liberty Twp Fire Dept. | Runs for May 2004 | 10011303-5345 | \$ 5,720.50 |
| LHS Family & Youth | Residential | 22511608-5342 | \$ 12,966.34 |
| Ohio Water Development | OWDA Interest | 50111117-5720 | \$ 13,273.92 |
| Ohio Water Development | OWDA Principal | 50111117-5725 | \$ 205,971.39 |
| Memo Voucher Transfers | | | |
| From | To | | |
| CSEA | Commissioners/Apr. Indirect Costs | | \$ 3,517.17 |
| 23711630-5380 | 10011101-4233 | | |
| CSEA | Commissioners/May Indirect Cost | | \$ 3,517.17 |
| 23711630-5380 | 10011101-4233 | | |
| CSEA | Commissioners/June Indirect Cost | | \$ 3,517.17 |
| 23711630-5380 | 10011101-4233 | | |
| CSEA | Commissioners/January Rent | | \$ 6,177.00 |
| 23711630-5380 | 10011101-4709 | | |
| CSEA | Commissioners/February Rent | | \$ 6,177.00 |
| 23711630-5380 | 10011101-4709 | | |
| CSEA | Commissioners/March Rent | | \$ 6,177.00 |
| 23711630-5380 | 10011101-4709 | | |
| CSEA | Commissioners/April Rent | | \$ 6,177.00 |
| 23711630-5380 | 10011101-4709 | | |
| CSEA | Commissioners/May Rent | | \$ 6,177.00 |

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| | | | | | | |
|---------------|-------------------------|--|--|----|----------|--|
| 23711630-5380 | 10011101-4709 | | | | | |
| CSEA | Commissioners/June Rent | | | \$ | 6,177.00 | |
| 23711630-5380 | 10011101-4709 | | | | | |

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

RESOLUTION NO. 04-733

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE JULY 1, 2004 COMMISSIONER'S SESSION FROM 9:30AM TO 9:00AM:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the time change.

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

RESOLUTION NO. 04-734

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor's Office is requesting that Shoreh Elham attend the URISA Annual Conference in Reno, Nevada November 7 to 10, 2004, at the cost of \$1,940.00.

The Auditor's Office is requesting that Shoreh Elham and Tara Havens attend the ESRI Users Conference in SanDiego, California August 9 to 13, 2004, at the cost of \$2,290.00.

The Engineer's Office is requesting that Scott Pike attend an Ohio Traffic Engineering and Highway Safety Conference in Columbus, Ohio July 7 to 8, 2004, at the cost of \$95.00.

Juvenile Court is requesting that Chad VanSickle attend a Child Interview Techniques Training in Reynoldsburg, Ohio June 28, 2004, at the cost of \$225.00.

The Environmental Services Department is requesting that Paul Sandstrom attend a Water Environment Federal Tech Conference in New Orleans, Louisiana October 3 to 6, 2004, at the cost of \$1,645.00.

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

RESOLUTION NO. 04-735

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

| | | |
|---------------|---------|----------|
| Pamela Pruett | 1 Class | \$242.00 |
| Stacey Hyatt | 1 Class | \$235.00 |

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

RESOLUTION NO. 04-736

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE MORROW COUNTY COMMISSIONERS AND THE DELAWARE COUNTY COMMISSIONERS FOR PRISONER HOUSING:

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

PRISONER HOUSING AGREEMENT

WHEREAS, the Morrow County Commissioners and the Morrow County Sheriff's Office own and operate the Morrow County Correctional Facility, a full-service jail facility;

WHEREAS, Delaware County does not have adequate jail facilities and needs housing for qualified misdemeanants and/or felons;

THEREFORE, the Morrow County Commissioners (hereinafter "Morrow County") and the Delaware County Commissioners (hereinafter "Delaware County") hereby agree as follows:

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1. Delaware County agrees, in its discretion, to send, and Morrow County agrees, in its discretion, to accept, such prisoners as Delaware County is unable to adequately house.
2. Morrow County agrees to provide for the prisoners' custody, supervision, confinement, board, minor and emergency medical care, corrections and rehabilitation services as required by law.
3. Delaware County agrees to compensate Morrow County at the following rate:

| <u>Period of Confinement</u> | <u>Misdemeanant</u> | <u>Felon</u> | <u>Minimum*</u> |
|------------------------------|---------------------|--------------|-----------------|
| Per day or partial day** | \$54.00 | \$69.00 | 5 beds/day |
| | \$59.00 | \$69.00 | 0 beds/day |

**A partial day shall count as a full day for billing purposes (e.g. 30 hours of confinement would be billed as two days, multiplied by the daily rate).

All prisoners sent to the minimum security portion of the Correctional Facility must be properly qualified and sentenced to such facility as non-violent misdemeanants subject to rehabilitation. Reservations for such confinement must be arranged in advance.

4. Delaware County agrees to reimburse Morrow County for any and all medical care provided by Morrow County or the Morrow County Hospital. Delaware County shall be notified immediately when medical care is necessary. The need for extended care or hospitalization shall be determined on a case-by-case basis by Delaware County. Delaware County further agrees to pay, or reimburse Morrow County for payments made, for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

Delaware agrees that where hospital care is required for an inmate, all services shall be provided, when available, at the Morrow County Hospital. The Morrow County Correctional Facility medical staff shall decide the need for medical care. Other than emergency admissions, Delaware County must approve all hospital admissions.

Delaware County reserves the right to transfer prisoners housed at the Morrow County Correctional Facility for any reason including, but not limited to, the need for medical, surgical, dental and mental health services.

5. Morrow County may reject or refuse to receive any prisoner who may have a prior medical problem, including but not limited to a contagious disease, mental condition, illness, or injury that has not been treated prior to entry into the Morrow County Jail Facility. The Morrow County Sheriff is legally charged with the operation of the Morrow County Correctional Facility; therefore Morrow County reserves the right, at the discretion of the Sheriff or his designee, to refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the facility, or any other reasons.
6. The parties recognize that the Morrow County Sheriff and his deputies, administrative officers, and employees are in control of the Morrow County Correctional Facility and are in the best position to exercise due care in the operation of that facility. The parties further recognize that the Delaware County Sheriff has no authority over the Morrow County Correctional Facility, and is possessed of no information that would enable him to make decisions or take steps as to the treatment of prisoners or the day-to-day operations of the facility.
7. Morrow County shall bill Delaware County for the services provided herein on a monthly basis, to be paid by Delaware County by the 15th of the month succeeding the month in which the services were provided.
8. The County of Morrow agrees to pay its current Worker's Compensation premiums and to maintain in force liability insurance for the sum of one million dollars, naming the Delaware County Sheriff as an insured party.
9. This Agreement shall become effective on June 1 2004, and shall continue until May 31, 2005, and will be automatically renewed for a twelve (12) month period from year to year on a calendar year basis. In the event that this Agreement is automatically renewed, all terms of this Agreement shall remain in effect except that the costs for providing housing shall be renegotiated. Either party may cancel or rescind this Agreement by providing the other party with a thirty (30) day written notice of its intent to cancel or rescind.

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

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RESOLUTION NO. 04-737

IN THE MATTER OF AUTHORIZING THE CONTRACT RENEWAL WITH NORTHWESTERN OHIO SECURITY SYSTEMS FOR THE DELAWARE COUNTY JAIL:

It was moved by Mr. Jordan, seconded by Mr. Ward to authorize the contract renewal with Northwestern Ohio Security Systems for the Delaware County Jail in the amount of \$2,748.00 per year for a 2 year period.

(Contract available for review at the Commissioner’s office until no longer of administrative use.)

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

RESOLUTION NO. 04-738

IN THE MATTER OF SIGNING A SURETY BOND FOR THE SALE OF WATERCRAFT CERTIFICATES OF REGISTRATION BY THE OFFICE OF THE CLERK OF COURTS, TITLE DIVISION:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve signing a surety bond for the sale of watercraft certificates of registration by the Office Of The Clerk Of Courts, Title Division.

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

RESOLUTION NO. 04-739

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE PROSECUTOR’S OFFICE:

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

| Transfer Of Appropriation | | Amount |
|--|----------------------------------|-------------|
| Fund number | Fund name | |
| 10011102-5901 | 10012101-5001 | |
| General Fund/Commissioners-contingency | General Fund/Prosecutor-Salaries | \$12,060.00 |
| 10011102-5901 | 10012101-5120 | |
| General Fund/Commissioners-contingency | General Fund/Prosecutor-PERS | \$1,634.13 |
| 10011102-5901 | 10012101-5131 | |
| General Fund/Commissioners-contingency | General Fund/Prosecutor-Medicare | \$ 174.87 |

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

RESOLUTION NO. 04-740

IN THE MATTER OF APPROVING PLATS FOR SCIOTO RESERVE SECTION 4, PHASE 6; SCIOTO RESERVE SECTION 4, PHASE 12; SCIOTO RESERVE GOLF COURSE AND HIGH PARK CENTER REPLAT OF LOT 4924; PLAN FOR HIDDEN SPRINGS II AND DITCH MAINTENANCE PETITION FOR HIGH PARK CENTER RE-PLAT OF LOT 4924:

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

Scioto Reserve Section 4, Phase 6

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Section 2, Township 3, Range 19 West, United States Military Lands Containing 0.076 Acres In Farm Lot 28, And 8.410 Acres In Farm Lot 29, Being 8.486 Acres, More Or Less, Including 1.732 Acres Of Right-Of-Way, Out Of The 221.136 Acre Tract Conveyed To Home Road Ltd. In Deed Volume 672 At Pate 284, Of Record In The Office Of The Delaware County Recorder. Cost \$78.00.

Scioto Reserve Section 4, Phase 12

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Farm Lot 20, Section 2, Township 3, Range 19 West, United States Military Lands, Containing 21.084 Acres, More Or Less, Including 3.268 Acres Of Right-Of-Way Area, Said 21.084 Acres Being Out Of The 221.136 Acre Tract Conveyed To Home Road, Ltd. In Deed Volume 672 At Page 284, Of Record In The Office Of The Delaware County Recorded. Cost \$150.00.

Scioto Reserve Golf Course

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Farm Lots 4, 11, 12, 13, 14,

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15, 16, 18, 28, 29, 30, 31, And 32, Section 2, Township 3, Range 19, And Farm Lots 1 And 23, Section 3, Township 3, Range 19 United States Military District, Being 263.258 Acres, More Or Less, Conveyed To Scioto Reserve, LLC, By Deed Of Record In Deed Book 18, Page 2352, Records Of The Recorder's Office, Delaware County, Ohio. No Cost

High Park Center Re-plat Of Lot 4924

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Part Of Farm Lot 13, Section, 3, Township 3, Range 18, United States, Military Lands, Being A 13.4036 Acre Subdivision, Said Subdivision Being All Of Lot 4924, Conveyed To KD Orange 486, Inc. In Official Record Volume 0069, Page 0794 And As Shown On The Plat Of High Park Center, Recorded In Plat Cabinet 2, Slides, 417-417a. All References Being To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$12.00

Hidden Springs II

Improvement Plan, Farm Lot 20 In Section 3, Township 3, Range 18, United States Military Lands Orange Township, Delaware County, Ohio. No Cost.

Ditch Maintenance Petition- High Park Center Re-plat Of Lot 4924

We the undersigned owners of 13.404 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **High Park Center Re-plat Of Lot 4924** 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 **High Park Center Re-plat Of Lot 4924** Subdivision.

The cost of the drainage improvements is \$87,631.40 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Four (4) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project.

The basis for calculating the assessment and annual Maintenance fee (equal to 2% of this basis or \$9,710.93 per acre) for each individual lot is as follows;

| Lot # | Area (ac) | To Water Shed | Lot Assessment | Annual Maintenance fee |
|-------|-----------|---------------|----------------|------------------------|
| 6609 | 9.494 | 5.733 | \$55,672.24 | \$1,113.45 |
| 6610 | 0.619 | 0 | N/A | N/A |
| 6611 | 1.299 | 1.299 | \$12,614.49 | \$252.29 |
| 6612 | 1.992 | 1.992 | \$19,344.17 | \$386.88 |
| Total | 13.404 | 9.024 | \$87,631.40 | \$1,752.63 |

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 \$1,752.63 has been paid to Delaware County.

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

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

RESOLUTION NO. 04-741

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

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

| Permit # | Applicant | Location | Type of Work |
|----------|-------------------------|--------------|----------------------|
| U04083 | American Electric Power | Sunbury Road | Work in right-of-way |

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| | | | |
|--------|-------------------------|-----------------|-----------------|
| U04084 | Columbus Southern Power | Old State Road | Place conduit |
| U04085 | American Electric Power | Clark Shaw Road | Cross over road |

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

RESOLUTION NO. 04-742

SETTING DATE AND TIME FOR THE “6 YEAR HEARING” FOR SOME OF THE DITCH MAINTENANCE PROJECTS AS REQUIRED UNDER ORC 6137.11:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Monday June 28, 2004 at 9:45am as the date for the 6 year hearing for some of the ditch maintenance projects as required under ORC 6137.11.

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

RESOLUTION NO. 04-743

SETTING DATE AND TIME FOR COUNTY’S FY 2004 CDBG PROGRAM PUBLIC HEARING # 2:

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

Whereas, a public hearing will be held on **Monday, July 12, 2004, at 9:45 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the FY 2004 CDBG Program.

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

RESOLUTION NO. 04-744

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ASHLEY VILLA FORMULA FY’03 ADA APARTMENT RENOVATION PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve specifications and set bid opening date and time for **Tuesday, July 6, 2004, at 10:30 am**. This bid opening will be held at 240 S. Main St., Ashley, Ohio.

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

RESOLUTION NO. 04-745

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VILLAS AT WOODCUTTER; TARTAN FIELDS PHASE 18 AND VILLAGE AT SCIOTO RESERVE:

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

| | | |
|----------------------------------|----------------------------|-------------|
| Villas At Woodcutter | 1,446 feet of 8 inch sewer | 8 manholes |
| Tartan Fields Phase 18 | 536 feet of 8 inch sewer | 2 manholes |
| Village At Scioto Reserve | 2,619 feet of 8 inch sewer | 13 manholes |

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

RESOLUTION NO. 04-746

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SUMMERWOOD EXTENSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plan for Summerwood Extension for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 04-747

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR OLDEFIELD ESTATES; LAKES AT GOLF VILLAGE; ESTATES OF GLEN OAK SECTION 4, PHASE A AND SCIOTO

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RESERVE SECTION 4 PHASE 6:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following Sanitary Subdivider's Agreements:

Oldefield Estates

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

THIS AGREEMENT executed on this 21st day of June 2004, by and between **M/I Homes of Central Ohio, LLC**, as evidenced by the **Oldefield Estates** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$233,050.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **79** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$330,000.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$24,000.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to

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complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Lakes at Golf Village

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

THIS AGREEMENT executed on this 21st day of June 2004, by and between **Lakes at Golf Village, LLC**, SUBDIVIDER, as evidenced by the **Lakes at Golf Village** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$84,705.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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

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

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

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SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$6,700.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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

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

Estates of Glen Oak Section 4, Phase A

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

THIS AGREEMENT executed on this 21st day of June 2004, by and between Dominion Homes, Inc., SUBDIVIDER, as evidenced by the **Estates of Glen Oak Section 4, Phase A** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$67,850.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **23** equivalent single family residential

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connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$47,645.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,300.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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

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

Scioto Reserve Section 4 Phase 6

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

THIS AGREEMENT executed on this 21st day of June 2004, by and between **HOMEWOOD CORPORATION SUBDIVIDER**, as evidenced by the **SCIOTO RESERVE SECTION 4 PHASE 6** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$85,968.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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

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

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

SANITARY SEWER CONSTRUCTION

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

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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

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

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

RESOLUTION NO. 04-748

SETTING BID OPENING DATE AND TIME FOR BID PACKAGE ONE, TESTING & INSPECTION SERVICES, FOR THE NEW DORMITORY AND RENOVATIONS FOR THE DELAWARE COUNTY JAIL:

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

**PUBLIC NOTICE
INVITATION TO BID**

Bids to be Opened at:
101 North Sandusky Street
Delaware, Ohio 43015
Delaware County
State of Ohio

for the following project:

*New Dormitory and Renovations for the Delaware County Jail
Bid Package One – Testing & Inspection Services*

In accordance with the Drawings and Specifications prepared by:

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MKC Associates, Inc.

3021 Bethel Road
Suite 118
Columbus, OH 43220

PSA

Phillips Swager Associates
401 SW Water Street
Suite 701
Peoria, IL 61602

ADR & Associates, Ltd.

100 Dorchester Square
Westerville, OH 43082

Sealed Bids with Alternates and Unit Prices will be received for:

| Bid Package Description | Base Bid Estimate | Estimate of Alternates |
|--|-------------------|------------------------|
| Bid Package One – Testing & Inspection | \$ 37,928 | \$0 |

Until 10:00 AM July 9, 2004.

A pre-bid meeting will be held on **June 30, 2004 at 11:00 AM** at Delaware County Board of Commissioner’s Office
101 North Sandusky Street
Delaware, Ohio 43015

The Construction Manager for this Project is ***Bovis Lend Lease***.

111 West Rich Street
Columbus, Ohio 43215
Telephone Number: (614) 621-4148
Fax Number: (614) 621-4149.
Attention: Mitch Denton

Contract Documents may be obtained, shipping charges collect, by placing a deposit in the amount of \$100.00 per set payable to: ***Bovis Lend Lease***

A Bid Guaranty must be submitted with each bid.

No more than 3 sets will be provided on a refundable basis to the Bidder.

The Contract Documents may be reviewed for bidding purposes without charge during the business hours at the following locations:

F.W. Dodge
1175 Dublin Road
Columbus, Ohio 43215

Builder’s Exchange
1175 Dublin Road
Columbus, Ohio 43215

Cleveland Dodge Scan
1255 Euclid Avenue
Cleveland, Ohio 44116

MKC Associates, Inc.
3021 Bethel Road
Suite 118
Columbus, OH 43220

Bovis Lend Lease.
111 West Rich Street
Suite 208
Columbus, Ohio 43215

Delaware County Board of Commissioners Office
101 North Sandusky Street

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Delaware, Ohio 43015

The Builders Exchange, Inc.
Suite One Construction Centre
981 Keynote Circle
Cleveland, Ohio 44131

INVITATION TO BID AND CONTRACT DOCUMENTS

The Project is: New Dormitory and Renovations for the Delaware County Jail
844 US 42 North
Delaware, Ohio

Bid Package One Testing & Inspection Services

1. Legal Framework

1.1 This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law.

1.2 The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

2. Bid Opening

2.1 The bid opening is scheduled for **July 9, 2004 at 10:00 AM EST**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the above designated time in the Delaware County Board of Commissioners Office, 101 North Sandusky, Delaware 43015.

3. Bid Bond/Performance Bond

3.1 If the submitted bid is more than \$10,000 dollars, a bid guaranty must be included with each bid or be disqualified (ORC 307.88). The bid guaranty may be in the form of either:

A bid bond in the full amount of the bid; or

A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code equal to ten per cent (10%) of the total amount bid

3.2 The bid guaranty is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Delaware County Board of Commissioners identified as the obligee. Bonds will be returned to all successful and unsuccessful vendors within 30 days of contract award.

3.3 A Performance/Payment Bond pursuant to the Ohio Revised Code Sections 307.89 and 153.57 in the amount of one hundred percent (100%) of the project must be provided by the successful bidder before the contract is entered into by the county. Upon execution of the contract and receipt of the Performance Bond, the Bid Bond of deposit of the successful bidder will be returned. Bidders are requested to submit the name and mailing address of the surety who will execute the bond on behalf of the bidder with the bid proposal.

4. Pre- Bid Conference

4.1 Detailed questions regarding this Invitation to Bid can be addressed at **the Pre-Bid Conference to be held at 101 North Sandusky Street on June 30, 2004 at 11:00 AM**. Attendance is highly recommended. Written responses to major substantive questions during the pre-bid will be mailed or, sent via fax machine, to all vendors along with any and all addenda that are issued to those that attended the Pre-Submission Conference or requested a bid package.

4.2 A tour of the Project Site will be conducted by the Construction Manager after the Pre-Bid Conference. No access to the interior of the existing facility will be granted at this time. No other tours will be conducted.

5. Submission Requirements

5.1 By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all bid documents, regulations, and applicable laws.

5.2 Each bid will be submitted in a clearly marked sealed container or envelope, with the Project Name and the **Bid Package being bid**.

5.3 If a selected vendor chooses not to submit a bid, the bid should be returned and marked "**No Bid**" for

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Project Name and the **Bid Package being bid** on the envelope or package.

5.4 All bids must be sent to:

**Delaware County Board Of Commissioners
101 North Sandusky Street
Delaware, Ohio 43015**

5.5 The entire set of Bid documents must be returned intact and in the following order:

Bid Form, completed in its entirety and signed by an authorized company representative.

Completed affidavits:

Non-collusion
Delinquent Property Tax
Non-Discrimination,
All affidavits must be signed by the legally authorized representative and notarized.

Responsible Bidder Information Form

Proof of Insurance Coverage including type and amount for those amounts listed in Article 12 of the General Conditions of the Contract for Construction.

Bid Bond - Marked "Bid Bond", your Company's Name, and Project Name. The bid bond is mandatory. A vendor will be disqualified if the bid bond is not submitted.

5.6 Faxed transmissions of bid are unacceptable.

5.7 Sealed bids received after the specified date and time will be considered late and will not be opened.

5.8 Sealed bids received through the mail after the specified date and time will also be returned to the vendor unopened.

6. Rejection

6.1 Ohio Revised Code sections 307.90 and 307.91 permits the County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products, or services.

6.2 Delaware County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful contractor against Delaware County.

6.3 Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

7. Withdrawal

7.1 Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, contractors may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code.

7.2 Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder.

7.3 Bids may be withdrawn by giving written notice to Delaware County Board of Commissioners prior to the time and date set for the bid opening.

8. Questions

8.1 Vendors having questions regarding the bidding process or specifications outlined in this ITB, should be directed in writing to:

Bovis Lend Lease
111 West Rich Street
Columbus, Ohio 43215
Telephone: 614.621.4148
Fax Number: 614.621.4149

9. Attention to Detail

9.1 Vendors should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be complete, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an

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alteration of the bid submitted.

10. Bid Materials

10.1 All materials in the bid will become the property of Delaware County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43.

10.2 Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43. Pricing pages of the bid document shall be considered public information.

11. Contract Administration

11.1 The Delaware County Board of Commissioners will administer the contract with the Construction Manager, Bovis Lend Lease.

12. Contract Term and Extension

12.1 The contract commencement date and expiration date shall be set forth in the contract and resolution approving the contract as adopted by the Delaware County Board of Commissioners.

13. Bid Evaluation Criteria and Award

13.1 This bid will be awarded to the lowest and best bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid on an "ALL or NONE" basis. Bids are typically evaluated within 60 days.

13.2 Factors that determine the lowest and best bid include, but not limited to (Ranked in order of relative importance):

- Price
- Quality of the bidder's product or services
- Capability of the bidder to perform the contract
- References (If required)
- Bid responsiveness to overall specifications.

14. Alterations, Amendments, and Alternate Bids

14.1 No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the County of Delaware to all contractors that have received an ITB.

14.2 During the bid process, contractors may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents.

14.3 Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays. Delaware County reserves the right to postpone the bid opening for its convenience.

14.4 Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective contractors before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective contractor concerning the ITB will be furnished promptly to all other prospective contractors as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective contractors.

15. Equal Opportunity Provisions

15.1 All contractors must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no contractor or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the

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performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

15.2 All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

16. Vendor Registration

16.1 Bidders must become a registered vendor with Delaware County prior to the commencement of any service or delivery of goods.

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

RESOLUTION NO. 04-749

SETTING BID OPENING DATE AND TIME FOR BID PACKAGE TWO – SITE UTILITIES & EARTHWORK – FOR THE NEW DORMITORY AND RENOVATIONS FOR THE DELAWARE COUNTY JAIL:

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

**PUBLIC NOTICE
INVITATION TO BID**

Bids to be Opened at:
101 North Sandusky Street
Delaware, Ohio 43015
Delaware County
State of Ohio

for the following project:

*New Dormitory and Renovations for the Delaware County Jail
Bid Package Two – Site Utilities & Earthwork*

In accordance with the Drawing and specifications prepared by:

MKC Associates, Inc.
3021 Bethel Road
Suite 118
Columbus, OH 43220

PSA
Phillips Swager Associates
401 SW Water Street
Suite 701
Peoria, IL 61602

ADR & Associates, Ltd.
100 Dorchester Square
Westerville, OH 43082

Sealed Bids with Alternates and Unit Prices will be received for:

| Bid Package Description | Base Bid Estimate | Estimate of Alternates |
|----------------------------------|-------------------|------------------------|
| Bid Package Two – Site Utilities | \$ 650,455 | \$0 |

Until 10:00 AM July 9, 2004.

A pre-bid meeting will be held on **June 30, 2004 at 2:00 PM** at Delaware County Board of Commissioner’s Office
101 North Sandusky Street
Delaware, Ohio 43015

The Construction Manager for this Project is *Bovis Lend Lease*.

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111 West Rich Street
Columbus, Ohio 43215
Telephone Number: (614) 621-4148
Fax Number: (614) 621-4149.
Attention: Mitch Denton

Contract Documents may be obtained, shipping charges collect, by placing a deposit in the amount of \$100.00 per set payable to: ***Bovis Lend Lease***

A Bid Guaranty must be submitted with each bid.

No more than 3 sets will be provided on a refundable basis to the Bidder.

The Contract Documents may be reviewed for bidding purposes without charge during the business hours at the following locations:

F.W. Dodge
1175 Dublin Road
Columbus, Ohio 43215

Builder's Exchange
1175 Dublin Road
Columbus, Ohio 43215

Cleveland Dodge Scan
1255 Euclid Avenue
Cleveland, Ohio 44116

MKC Associates, Inc.
3021 Bethel Road
Suite 118
Columbus, OH 43220

Bovis Lend Lease.
111 West Rich Street
Suite 208
Columbus, Ohio 43215

Delaware County Board of Commissioners Office
101 North Sandusky Street
Delaware, Ohio 43015

The Builders Exchange, Inc.
Suite One Construction Centre
981 Keynote Circle
Cleveland, Ohio 44131

INVITATION TO BID AND CONTRACT DOCUMENTS

Time of Bid Opening: 10:00 AM EST

The Project is: New Dormitory and Renovations for the Delaware County Jail
844 US 42 North
Delaware, Ohio

Bid Package Two Site Utilities & Earthwork

1. Legal Framework

1.1 This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law.

1.2 The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

2. Bid Opening

2.1 The bid opening is scheduled for **July 9, 2004 at 10:00 AM EST**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the above designated time in the Delaware County Board of Commissioners Office, 101 North Sandusky, Delaware 43015.

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3. Bid Bond/Performance Bond

3.1 If the submitted bid is more than \$10,000 dollars, a bid guaranty must be included with each bid or be disqualified (ORC 307.88). The bid guaranty may be in the form of either:

3.1.1 A bid bond in the full amount of the bid; or

3.1.2 A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code equal to ten per cent (10%) of the total amount bid

3.2 The bid guaranty is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Delaware County Board of Commissioners identified as the obligee. Bonds will be returned to all successful and unsuccessful vendors within 30 days of contract award.

3.3 A Performance/Payment Bond pursuant to the Ohio Revised Code Sections 307.89 and 153.57 in the amount of one hundred percent (100%) of the project must be provided by the successful bidder before the contract is entered into by the county. Upon execution of the contract and receipt of the Performance Bond, the Bid Bond of deposit of the successful bidder will be returned. Bidders are requested to submit the name and mailing address of the surety who will execute the bond on behalf of the bidder with the bid proposal.

4. Pre- Bid Conference

4.1 Detailed questions regarding this Invitation to Bid can be addressed at **the Pre-Bid Conference to be held at 101 North Sandusky Street on June 30, 2004 at 2:00 P.M.** Attendance is highly recommended. Written responses to major substantive questions during the pre-bid will be mailed or, sent via fax machine, to all vendors along with any and all addenda that are issued to those that attended the Pre-Submission Conference or requested a bid package.

4.2 A tour of the Project Site will be conducted by the Construction Manager after the Pre-Bid Conference. No access to the interior of the existing facility will be granted at this time. No other tours will be conducted.

5. Submission Requirements

5.1 By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all bid documents, regulations, and applicable laws.

5.2 Each bid will be submitted in a clearly marked sealed container or envelope, with the Project Name and the **Bid Package being bid.**

5.3 If a selected vendor chooses not to submit a bid, the bid should be returned and marked "**No Bid**" for Project Name and the **Bid Package being bid** on the envelope or package.

5.4 All bids must be sent to:
**Delaware County Board Of Commissioners
101 North Sandusky Street
Delaware, Ohio 43015**

5.5 The entire set of Bid documents must be returned intact and in the following order:

Bid Form, completed in its entirety and signed by an authorized company representative.

Completed affidavits:

Non-collusion

Delinquent Property Tax

Non-Discrimination,

All affidavits must be signed by the legally authorized representative and notarized.

Responsible Bidder Information Form

Proof of Insurance Coverage including type and amount for those amounts listed in Article 12 of the General Conditions of the Contract for Construction.

Bid Bond - Marked "Bid Bond", your Company's Name, and Project Name. The bid bond is mandatory. A vendor will be disqualified if the bid bond is not submitted.

5.6 Faxed transmissions of bid are unacceptable.

5.7 Sealed bids received after the specified date and time will be considered late and will not be opened.

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5.8 Sealed bids received through the mail after the specified date and time will also be returned to the vendor unopened.

6. Rejection

6.1 Ohio Revised Code sections 307.90 and 307.91 permits the County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products, or services. Delaware County reserves the right to reject any or all of the bids on any basis without disclosure of a reason.

6.2 The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful contractor against Delaware County.

6.3 Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

7. Withdrawal

7.1 Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, contractors may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code.

7.2 Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder.

7.3 Bids may be withdrawn by giving written notice to Delaware County Board of Commissioners prior to the time and date set for the bid opening.

8. Questions

8.1 Vendors having questions regarding the bidding process or specifications outlined in this ITB, should be directed in writing to:

Bovis Lend Lease
111 West Rich Street
Columbus, Ohio 43215
Telephone: 614.621.4148
Fax Number: 614.621.4149

9. Attention to Detail

9.1 Vendors should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be complete, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

10. Bid Materials

10.1 All materials in the bid will become the property of Delaware County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43.

10.2 Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43. Pricing pages of the bid document shall be considered public information.

11. Contract Administration

11.1 The Delaware County Board of Commissioners will administer the contract with the Construction Manager, Bovis Lend Lease.

1. Contract Term and Extension

12.1 The contract commencement date and expiration date shall be set forth in the contract and resolution approving the contract as adopted by the Delaware County Board of Commissioners.

13. Bid Evaluation Criteria and Award

13.1 This bid will be awarded to the lowest and best bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid on an "ALL or NONE" basis. Bids are typically evaluated within 60 days.

13.2 Factors that determine the lowest and best bid include, but not limited to (Ranked in order of relative

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importance):

- Price
- Quality of the bidder's product or services
- Capability of the bidder to perform the contract
- References (If required)
- Bid responsiveness to overall specifications.

14. Alterations, Amendments, and Alternate Bids

14.1 No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the County of Delaware to all contractors that have received an ITB.

14.2 During the bid process, contractors may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents.

14.3 Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays. Delaware County reserves the right to postpone the bid opening for its convenience.

14.4 Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective contractors before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective contractor concerning the ITB will be furnished promptly to all other prospective contractors as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective contractors.

15. Equal Opportunity Provisions

15.1 All contractors must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no contractor or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

15.2 All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

16. Vendor Registration

16.1 Bidders must become a registered vendor with Delaware County prior to the commencement of any service or delivery of goods.

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

RESOLUTION NO. 04-750

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

William Harris has accepted the Maintenance Mechanic I position with OECC, effective start date July 5, 2004.

Paul Sandstrom will be promoted to Interim Operations Manager with the OECC Department; effective date July 1, 2004.

Rick Varner has retired as the Operations Manager with the OECC Department; effective date June 30, 2004.

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

RESOLUTION NO. 04-751

IN THE MATTER OF EXECUTING A RUN-OFF AGREEMENT WITH ALTERNATIVE SERVICES CONCEPTS, LLC TO ADMINISTER RESIDUAL CLAIMS FROM THE WILLIS POOLING ALL LINES AGGREGATE SELF-INSURANCE PROGRAM EFFECTIVE MAY 1, 2003 THROUGH APRIL 30, 2004:

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

Whereas, Residual legal actions and property and casualty claims that occurred between May 1, 2003 and April 30, 2004 remain unresolved, and

Whereas, Delaware County, Ohio will require administration of these claims until they are brought to resolution

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that a Run-Off Agreement be signed continuing the services of Alternative Services Concepts, LLC to administer such unresolved claims until resolution is complete.

(Contract available for review at the Commissioner’s office until no longer of administrative use.)

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

RESOLUTION NO. 04-752

IN THE MATTER OF ADOPTING NEW AND REVISED POLICIES AND/OR PROCEDURES: CONTRACTOR SAFETY POLICY (new), CRIMINAL BACKGROUND CHECKS POLICY (revision), DRIVER ABSTRACT POLICY (revision), EMPLOYEE ACTION FORM POLICY (revision), FAMILY & MEDICAL LEAVE ACT POLICY (revision), PROXIMITY I.D. CARDS POLICY (new), PRE-DISCIPLINARY HEARING INVOLUNTARY TERMINATION PROCEDURE (new), PERSONAL APPEARANCE POLICY (revision), STRENGTH & FLEXIBILITY TESTING POLICY (new), PRIOR SERVICE CREDIT POLICY (revision), RECRUITING PROCEDURE (revision), REQUEST FOR LEAVE PROCEDURES (new), SELF-INSURANCE PROGRAM (revision), AND SICK LEAVE DONATION POLICY (revision):

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

Whereas, Delaware County has incorporated several management policies and procedures to appropriately manage state and federal mandates, set hiring procedures and employment standards, and provide for the general management of employees, and

Whereas, The Delaware County Commissioners and its management staff have recognized the need to periodically review and revise these policies and procedures to meet new requirements, provide clarification, and better serve the County’s employees and the public,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the policies: Contractor Safety Policy (new), Criminal Background Checks Policy (revision), Driver Abstract Policy (revision), Employee Action Form Policy (revision), Family & Medical Leave Act Policy (revision), Proximity I.D. Cards Policy (new), Pre-Disciplinary Hearing Involuntary Termination Procedure (new), Personal Appearance Policy (revision), Strength & Flexibility Testing Policy (new), Prior Service Credit Policy (revision), Recruiting Procedure (revision), Request For Leave Procedures (new), Self-Insurance Program (revision), and Sick Leave Donation Policy (revision) be adopted as new and/or as revised to assist the proper management of the employees of Delaware County.

Contractor Safety Policy (New)

| Subject | Effective | Supersedes | This Sheet | Total |
|--------------------------|-----------|------------|------------|-------|
| Contractor Safety Policy | 6/28/2004 | New | 1 | 3 |

1. Purpose

This policy has been implemented to promote safety and reduce liability for Delaware County from work performed by contractors.

2. Scope

This applies to all contractors including but not limited to construction and other manual labor work, unless specifically exempted.

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3. Distribution

All officials, departments, and agencies that contract with outside contractors for construction and other manual labor work.

4. Definitions

OSHA – Occupational Safety and Health Act

5. Policy

Policy Statement

The County depends on the contractor to provide management and daily oversight of all aspects of safety on the job. The County does not usually have involvement in the daily activities of the project(s). To that end, the County relies on and requires that the primary contractor and all sub-contractors to plan for, implement, maintain and comply with all safety requirements as outlined in the Code of Federal Regulations (“OSHA”), any safety requirements of the State of Ohio (Ohio Administrative Code specific safety requirements), local governments, and County policies. Safety of all County employees as well as the contractors and employees of the contractors on County projects is of the highest priority.

As a part of any contract, the primary contractor shall provide sufficient proof in the form of a certificate(s) of insurance or other certified documents that the contractor and all subcontractors to be used have the following insurance coverages:

1. Current and valid certificate of workers’ compensation coverage
2. General liability insurance

The County, in its contracts, as necessitated by the scope of the contract, may require other forms of insurance (e.g. Automobile Liability Insurance, Errors & Omissions Insurance, etc.) and/or that the County also be named as an additional insured or be provided indemnification from liability. The limits of said coverages shall be identified within the specific clauses of the contracts.

Delaware County reserves the right to inspect the contractor’s work location, be provided with copies of written safety procedures, policies, and training records upon request, and to require compliance to all federal, state, and local safety and health standards. In exceptional cases, the County reserves the right to require halt in an ongoing project based on observed serious safety concerns.

This policy applies to all activity of the contractor as related to any contract it has with Delaware County.

Responsibility for the implementation of safety and health practices, including training, safety equipment purchase, liability, loss, damages, claims, fines, or other expenses of every character are the responsibility of the contractor and/or subcontractors thereof.

Delaware County reserves the right to qualify or disqualify any contractor from bidding on or acceptance of a contract based on safety performance and further reserves the right to obtain information to be used in the qualifications, including but not limited to, OSHA lost workday rates, Workers’ Compensation Experience Modification rates, and OSHA recordable injury rates.

In the event of an accident causing damage to County property and/or injury to County or contractor employee, the contractor shall immediately notify Delaware County and provide a written report to Delaware County within 24 hours. When an injury occurs, the report must include all information required in OSHA Form 101-Supplemental Record of Occupational Injuries/Illnesses.

DELAWARE COUNTY CONTRACTOR REQUIREMENTS

This document is the safety short form and a simple guideline for Contractor’s that perform work for Delaware County. The complete rules and regulations can be found in the Safety Officer’s Office at 50 Channing Street.

- Hard hats must be worn when required by OSHA.
- Safety glasses required at all times on project site.
- Hearing Protection required when noise level is above 85 dB.
- Hard-soled ankle-high work shoes in good condition are to be worn at all times. Lightweight canvas or tennis shoes are prohibited.
- Safety harnesses or other fall protection is required for all fall exposures above 6 feet. or more.
- No riding on manually propelled scaffolding.
- All scaffolding must be provided with appropriate decking, toeboards, midrails, and handrails when the scaffold is above 10 feet.

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Gasoline shall be stored and transported in labeled, self-closing safety cans. Engines must be shut off when refueling.

All employee owned tools and extension cords need to be inspected and approved by the Construction Manager prior to use.

The Construction Manager shall inspect all extension ladders prior to use. All ladders when in place need to extend 3 feet above the working surface and be tied off.

Extension cords shall be protected from crushing, cuts, and other damages when in well traveled areas.

Employees shall not operate any machines or equipment unless they are trained and authorized to do so.

All compressed gas cylinders shall be chained in an upright position to the wall or another stationary object, when not on an approved cart. When in storage, all Fuel gas and acetylene cylinders must be separated by 20 feet or a 5 foot fire-wall with a one-half hour rating.

Riding on loads, fenders, running boards, sideboards, or gates with legs dangling over the side of trucks will not be tolerated.

Do not enter an area that has been roped off or barricaded. Unauthorized entry into a barricaded or roped off area is prohibited.

All accidents involving injuries are to be reported immediately to the Safety Officer at (740) 833-2409 or Contractual Officer.

All MSDS sheets can be found must be available for review in the Construction Manager's office.

Criminal Background Checks Policy (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|----------------------------|-----------|------------|------------|-------|
| Criminal Background Checks | 6/28/2004 | 05/14/2001 | 1 | 4 |

1. Purpose

To provide a method to properly and legally review backgrounds for criminal activity of candidates for hire in safety sensitive positions with Delaware County, contractor reviews, or for client job placement purposes.

2. Scope

This policy pertains to all departments operating under the authority of the Delaware County Board of Commissioners and any appointing authority utilizing the Human Resources WebCheck terminal.

3. Distribution

To all departments operating under the authority of the Delaware County Board of Commissioners and any appointing authority utilizing the Human Resources WebCheck terminal.

4. Definitions

A. Individual. An individual is a person who has applied for employment with or is currently employed by the County, a service contractor under review or a client utilizing job placement services with the Department of Jobs and Family Services.

B. Background check. A background check may consist of any or all of the following: Interviews, reference checks, license/degree verification, background checks, and records checks of criminal convictions and pending charges.

C. Arrest. An arrest indicates that a law enforcement officer had probable cause to detain an individual for possible involvement in wrongdoing. Arrest does not indicate guilt.

D. Conviction. A conviction includes a plea, verdict, or finding of guilt regardless of whether a sentence is imposed by a court. An adjudication of delinquency for which the juvenile record has been sealed is not considered a conviction and should not be reported to and will not be considered by the County for employment purposes.

E. Authorized Personnel. The Director of Administrative Services, Director of Emergency Services, Director and Assistant Director of Department of Job and Family Services, Personnel Coordinator, Recruiter, Emergency Medical Services Manager, Emergency Telecommunications Manager, Emergency Management Agency Manager, Employment Services Supervisor, Daycare Coordinator, Foster Care Coordinator, Home Based Provider Coordinator, Social Services Aid and Adoption Specialist will be trained on the WebCheck System and will be the only individuals permitted to run background checks and obtain background check information.

5. Policy

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1. **PROCUREMENT OF BACKGROUND CHECKS.** The County will request a background check only for legitimate, job-related employment, contractor review, or for job placement purposes. Background checks of pending charges and criminal conviction records may be conducted by the state Bureau of Criminal Information and Investigation (BCII) and Federal Bureau of Investigations (FBI). The Director of Administrative Services, Director of Emergency Services, Director and/or Assistant Director of Department of Job and Family Services, Personnel Coordinator, Recruiter, Emergency Medical Services Manager, Emergency Telecommunications Manager, Emergency Management Agency Manager, Employment Services Supervisor, Daycare Coordinator, Foster Care Coordinator, Home Based Provider Coordinator, Social Services Aid and Adoption Specialist will be the only authorized personnel to run criminal background checks and request criminal background check information.

2. **WRITTEN PERMISSION FOR BACKGROUND CHECKS.** The criminal background check report, is considered public information. The County will procure a background check report only with the written permission of the individual. Refusal to provide written permission to conduct a criminal background check is grounds for withdrawal of any offers of employment or contract services. Background check reports will be stored in the employee's personnel file upon hire or in the recruiting file if the candidate is not hired.

3. **INFORMATION INSPECTION OF BACKGROUND CHECKS.** The County will, upon written request and proper identification of any individual, allow the inspection of any and all background checks maintained regarding that individual per Ohio Open Records Laws.

4. **PROCUREMENT OF CONVICTION AND ARREST RECORDS.** Individuals are required to disclose information concerning criminal convictions, and the County reserves the right to obtain information regarding convictions from outside sources. The County will not ask an individual to disclose information concerning any arrest that did not result in conviction, nor will the County seek this information from any other source, except that the County may ask an individual about pending charges based upon an arrest for which he or she is currently released on bail or on his or her own recognizance pending trial.

5. **USE OF CONVICTION RECORDS.** The County may consider as a possible justification for the refusal to hire, suspension, revocation, or termination of employment any conviction that relates to an applicant's potential performance in the job applied for or an employee's performance in the job the employee currently holds. In making this determination, the County may consider the following factors:

1. The relationship between each conviction and the responsibilities of the position;
2. The nature and number of convictions;
3. The facts surrounding each offense;
4. The length of time between the conviction(s) and the employment decision;
5. The employment history of the individual before and after the conviction;
6. The rehabilitation efforts of the individual; and
7. The possibility that a particular conviction would prevent job performance in an acceptable - businesslike manner.

6. **FINGERPRINTING.** Individuals are required to submit fingerprints on standard impression sheets to be forwarded to the FBI or fingerprints will be scanned into WebCheck and forwarded on-line to the BCII to verify information about individuals and to obtain information including conviction records. Authorized personnel will obtain standard fingerprint impressions. The use of fingerprinting will be limited to verifying an employee's identity, obtaining criminal conviction records, and complying with immigration requirements.

7. **STATE OF OHIO VERSUS FEDERAL FBI BACKGROUND CHECKS.** Delaware County may perform a State of Ohio background check on all candidates being seriously considered for employment and/or any contract providers or clients deemed necessary or required under state law to be checked. If the mentioned candidates have lived outside of the State of Ohio within the last five (5) years, Delaware County may conduct a federal FBI check in addition to the State of Ohio background check.

8. **SYSTEM SECURITY.** The WebCheck system will be housed in a secure area and passwords will be utilized to ensure authorized use only. Software application security will be maintained by the WebCheck administrator.

DELAWARE COUNTY BACKGROUND CHECK CONSENT FORM

Having read and understood the Delaware County Background Check Policy, I hereby authorize Delaware County to conduct a job-related background check and obtain a background check for the position for which I am applying or currently hold. I authorize Delaware County to obtain any information that may be sought concerning me and my work, my habits, character and skill, and I hereby waive any privileges and release Delaware County and all referring entities from any liability involved in producing this information.

I further authorize Delaware County to make any lawful examination of my criminal conviction record, and I release any police or law enforcement agency, and all individuals connected therewith, from all liability in

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providing such information. I authorize Delaware County to forward my fingerprints to the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation for the purpose of obtaining any criminal records maintained on me.

I understand that any employment with Delaware County, contractual relationship with Delaware County, or job placement by Delaware County will be contingent upon the result of any background check that I have so authorized. I understand that false or inaccurate statements on my employment application will be cause for the refusal of employment or for termination after employment.

Driver Abstract Policy (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|------------------------|-----------|------------|------------|-------|
| Driver Abstract Policy | 6/28/2004 | 3/22/1999 | 1 | 1 |

Purpose

A procedure to check Delaware County employees' driving records for the safety of the community and the county.

Scope

To all employees, supervisors, and appointing authorities covered under the Delaware County Self-Insurance Program.

Distribution

To all employees, supervisors, and appointing authorities covered under the Delaware County Self-Insurance Program.

Definitions

Driver Abstract – Is the driving record of accidents and moving violations cited to a person.

Policy

Per the Delaware County Self-Insurance program, as adopted by the Board of Commissioners and revised periodically, all employees driving on County business must meet or exceed the Qualifications for Driving on County Business, including carrying minimum limits required by the qualifications for driving personal vehicles on County business.

The Self-Insurance Program is found in the Delaware County Standard Operating Procedures Manual.

Procedure

Each July of each year, the Safety Officer will send memoranda to each department under the Board of Commissioners to obtain driver abstracts from employees who drive county vehicles or their personal vehicles for county business.

For the first year, each appointing authority or designee will provide a list of his/her employees' names with social security numbers on letterhead paper of all employees who drive county vehicles or personal vehicles for county business. Once the original list is submitted, the Safety Officer will provide the list of employees for each department each July for verification, update, approval, and return to the Safety Officer.

Enclosed with this information should be a warrant written to the Ohio Bureau of Motor Vehicles. The number of employees who drive for the county will determine the amount of the check. Each abstract costs \$2.00. (Example: If you have ten employees, the warrant will be written for \$20.00.)

This information along with the warrant will be forwarded to the Safety Officer at the Engineer's Complex. The Safety Officer will fill out the necessary paperwork and submit the requests for abstracts to the Ohio Bureau of Motor Vehicles. The abstracts will be sent back to the Safety Officer for review and to be filed.

The Safety Officer shall notify the department head of any employee who does not meet the qualifications to drive on County Business. The Supervisors shall enforce the Self-Insurance Program and its policies.

Employee Action Form Policy (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|-----------------------------|-----------|------------|------------|-------|
| Employee Action Form Policy | 6/28/04 | 1/1/1997 | 1 | 2 |

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2004**

1. Purpose

The Purpose of this policy is:

1. To adopt a uniform form and system of reporting employee personnel actions, and
2. To inform the Human Resources Department of employee additions and deletions for orientation and COBRA compliance.

2. Scope

All departments under the direction of the Board of County Commissioners.

3. Distribution

To all departments under the direction of the Board of County Commissioners.

4. Definitions

Delaware County Employee Action Form – copy attached.

Reasonable time frame – A period of time as soon as possible that does not to reduce effectiveness and/or usefulness.

5. Policy

In order to improve the cost effectiveness, efficiency and accuracy of the departments under the direction of the Board of County Commissioners, it is in the best interest of all Commissioners' departments to use uniform forms and procedures for employee personnel actions. For all employee personnel actions, the current Delaware County Employee Action Form (copy attached) should be used. For all mandatory reporting of personnel actions (e.g. Job and Family Services employees) to the Ohio Department of Administrative Services (DAS), the proper DAS required form should be completed along with the Delaware County Employee Action Form

All employee action forms should be completed and sent to the department requiring the personnel action information within a reasonable time frame. Employee Action Forms should be utilized in the following situations including, but not limited to:

- New Hires,
- Terminations (Voluntary and Involuntary),
- Layoffs,
- Rehires,
- Recalls,
- Promotions,
- Administration items (change of name, change of address, etc.),
- Wage changes,
- Transfers,
- Supplemental Assignments,
- PCN / ORG key changes,
- Work hours change,
- Paid/unpaid leaves,
 - Paid and Unpaid FMLA,
 - Paid and Unpaid Administrative Leave,
 - Unpaid Suspension,
 - Disability Leave,
- Military leave,
- Demotions,
- Health insurance changes,
- FMLA qualified leave, and
- Extended leaves without pay.

Personnel Actions should be reported within twenty-four (24) hours by completing and submitting an Employee Action Form to the Human Resources Department. The original EAF should be sent to the Human Resources Department. The Human Resources Department will distribute the remaining copies of the completed forms to the employee's department, Auditor/payroll, and Human Resources/Benefits. An employee will receive a copy of the EAF upon request. The original EAF (white copy) will be placed in the employee's personnel file in the Human Resources Department.

Please refer to the "Employee Action Form Booklet" for specific instructions on properly completing Employee Action Forms.

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Family & Medical Leave Act Policy (Revision),

| Subject | Effective | Supersedes | This Sheet | Total |
|-----------------------------------|------------|------------|------------|--------------------|
| Family & Medical Leave Act Policy | 06/28/2004 | 10/01/2000 | 1 | 20-including forms |

1. Purpose

To ensure that the Delaware County Offices/Departments comply with the federally mandated Family and Medical Leave Act (FMLA) of 1993. This policy meets the applicable federal standards. Additional/other leaves of absences may be approved by the appointing authority pursuant to County policy.

2. Scope

This policy pertains to all departments operating under the authority of the Delaware County Board of Commissioners

3. Distribution

To all departments operating under the authority of the Delaware County Board of Commissioners.

4. Definitions

A. *Covered Employer* is all public employers, regardless of the number of employees employed, and all private employers with fifty (50) or more employees for each working day during each of twenty (20) or more calendar workweeks in the current or preceding calendar year. (Twenty (20) calendar weeks do not need to be consecutive.)

B. *Eligible Employee* is a person:

1. employed by the County for twelve months, which need not be consecutive, and
2. has worked or been in a paid status (e.g. vacation, sick leave, holiday pay, compensatory time, previous FMLA leave, etc.) at least 1250 working hours in the twelve (12) month period prior to the date on which leave is to commence, and
3. is employed at a worksite where fifty (50) or more employees are employed by the employer or the employer employs fifty (50) or more employees within seventy-five (75) miles of the worksite.

C. *Paid Status* is time away from work with pay or FMLA leave, (e.g. vacation, sick leave, holiday pay, compensatory time, previous FMLA leave, etc.).

D. *Unpaid Leave* is time taken away from work without pay. FMLA leave may be unpaid leave, but will be classified as paid status although the employee will not accrue service time or seniority during unpaid FMLA. Unpaid leave not qualified as FMLA leave will not be classified as paid status.

E. *Intermittent Leave* is leave taken by an employee in blocks of time, or by reducing their normal weekly or daily work schedule.

F. *Serious Health Condition* means an illness, injury, impairment, or physical or mental condition that involves either:

1. any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care, or
2. continuing treatment by a health care provider that includes any period of incapacity due to:
 - A) a health condition (including treatment therefore, or recovery therefrom) lasting more than three (3) consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider, or
 - one treatment by a health care provider with a continuing regimen of treatment; or
 - B) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
 - C) A chronic serious health condition that continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g.: asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
 - D) A permanent or long-term condition for which treatment may not be effective (e.g.: Alzheimer's, a severe stroke, terminal cancer, etc.). Only supervision by a health care provider is required, rather than active treatment; or
 - E) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated (e.g.: chemotherapy or radiation

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treatments for cancer, dialysis for kidney disease, etc.).

G. Health care provider means:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
2. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law, or
3. Nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
5. Any health care provider recognized by the employer or the employer's group health plan benefits manager.

H. Immediate family member includes a spouse, parent, or son or daughter under eighteen (18) unless disabled. It does not include non-disabled adult children, unmarried partners, in-laws, siblings, grandparents, or other relatives, unless the person stood in *loco parentis* to the employee before the employee reached the age of majority.

5. Policy

Leave Entitlement

A. In accordance with the federal Family and Medical Leave Act of 1993, an eligible employee is entitled to an unpaid leave of absence of up to twelve (12) workweeks during any (12) twelve month period measured backward from the date the leave commences for one of the following reasons:

1. for the birth and care of the newborn child of the employee;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for an immediate family member (spouse, child under 18 years of age or child 18 years or older if incapable of self-care because of mental or physical disability, or the employee's parent (but not parent in-laws)), of the employee, with a serious health condition; or
4. to take medical leave when the employee is unable to work because of a serious health condition.

B. Spouses employed by the same appointing authority are jointly entitled to a combined total of 12 workweeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a immediate family member who has a serious health condition.

C. Leave for birth and care of a newborn, or placement of a child for adoption or foster care must conclude within 12 months of the birth or placement.

D. Under certain circumstances, employees may take FMLA leave intermittently either by taking leave in blocks of time or by reducing their normal weekly or daily work schedule.

1. If FMLA is for birth and care of a newborn or placement of a child for adoption or foster care, use of intermittent leave is subject to the employer's approval.

2. FMLA leave may be taken intermittently only when medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

3. Intermittent or reduced schedule leave may be taken by the employee in any size increments, and Delaware County shall charge intermittent or reduced schedule FMLA leave against the employee's twelve (12) workweek total by the quarter hour (15 minute) increment.

4. Employees using intermittent leave due to chronic conditions may be asked to provide re-certification every thirty (30) days in connection with an absence.

E. If leave to care for an immediate family member or for the employee's own serious health condition is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt the County's operation or interfere with the employee's work schedule.

F. All employees shall be required to substitute all accrued but unused vacation, personal, family, or sick leave for unpaid FMLA leave with the following limitations:

1. Employees shall not utilize sick leave to be substituted for FMLA leave unless the situation involves a serious health condition. Under the FMLA, sick leave shall not be used for the birth or placement of a child unless it is used for the employee's own recovery after giving birth or for care of an ill family member.

2. The utilization of sick leave for the care of an ill family member following birth or placement of a child shall only be approved when medical evidence of a serious health condition is provided on the proper

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form (U.S.D.O.L. Form WH-380, Certification of Health Care Provider).

3. Delaware County cannot require its employees to substitute compensatory time for unpaid FMLA leave, but an employee may choose to do so. The employee must indicate whether they wish to utilize compensatory time on Form A, Application for Family or Medical Leave.

4. Employees shall substitute paid leave for unpaid FMLA leave in the following order:

a) for the birth and care of the newborn child of the employee:

-sick leave shall be utilized for the extent of inpatient care in the hospital and continued to the extent as certified by a qualified health care provider as a serious health condition,

-thereafter, if the employee elects to utilize compensatory time, all accrued compensatory time shall be utilized until exhausted or the employee returns to work,

-all accrued vacation leave shall be utilized until exhausted or until the employee returns to work, unless the employee elects to utilize compensatory time. If the employee elects to utilize accrued compensatory time, one week of vacation will be banked.

b) for placement with the employee of a son or daughter for adoption or foster care:

-if the employee elects to utilize compensatory time, all accrued compensatory time shall be utilized until exhausted or the employee returns to work,

-all accrued vacation leave shall be utilized until exhausted or until the employee returns to work, unless the employee elects to utilize compensatory time. If the employee elects to utilize accrued compensatory time, one week of vacation will be banked.

c) to care for an immediate family member of the employee with a serious health condition or for the employee's own serious health condition:

-sick leave shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition,

-if the employee elects to utilize compensatory time, all accrued compensatory time shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition,

-all accrued vacation leave shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition, unless the employee elects to utilize compensatory time. If the employee elects to utilize accrued compensatory time, one week of vacation will be banked.

G. Even if the employee does not designate or request that absence be covered under the FMLA, the County may, upon proper notification, designate a qualifying absence as FMLA leave.

Maintenance of Health Benefits

A. As required under the FMLA, Delaware County will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will be made for employees to continue to pay their share of health insurance premiums while on leave. Payment must be made by the first day of each month with a thirty (30) day grace period or benefits shall terminate.

B. If the employee chooses not to continue coverage while on leave, upon proper return to work, the employee shall be reinstated into the plan on the same terms as prior to commencement of leave.

C. As allowed under the FMLA, Delaware County shall make every effort to recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave without medical justification.

Job Restoration

A. Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

B. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. This includes salary increases that are across the board or for cost of living received by all employees in the same job classification.

C. If paid leave is substituted for FMLA, then the employee shall continue to accrue service time during that paid status. If FMLA is unpaid leave, the employee shall not accrue service time or seniority during the unpaid status.

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D. Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, Delaware County may refuse to reinstate certain highly paid "key" employees (highest paid 10% of all employees) after using FMLA leave during which health coverage was maintained. In order to do so the Delaware County must:

1. Notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
2. Notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
3. Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice, and
4. Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration

Other Provisions

A. Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave.

Procedure for Administration

A. Employees must provide notice when a qualifying event occurs and/or is planned to occur as follows:

1. For foreseeable need for leave, including prenatal visits, the employee must provide thirty (30) days notice to the employer; if thirty (30) days is not possible, then as soon as practical, or
2. For unforeseeable need for leave, employees must notify the employer as soon as practical.
3. An employee must complete the appropriate leave form and submit it to their supervisor, director or appointing authority for approval along with the appropriate FMLA forms.
4. If the employee has been absent from work for one of the qualifying reasons without providing the above notice, that leave may be considered as part of the 12 work week period upon the employer discovering the qualifying event depending upon the reason for the failure to provide proper notice. Any further leave the employee is entitled to take under this policy will be for 12 workweeks less the amount of such absent time previously taken.
5. The employee should provide notice by completing the appropriate forms as indicated within this policy. (Form A, Application for Family or Medical Leave).
6. If the employee has incurred previous absences for one of the qualifying reasons, he/she shall complete Form A1, Explanation of Prior Leave.
7. Failure to honestly complete FMLA forms in the prescribed manner may result in FMLA leave being rejected or revoked and the possibility of disciplinary action up to and including termination.

B. Upon receipt of an Application for Family or Medical Leave, Delaware County shall either approve FMLA leave or require medical certification of the initial need for leave of an employee's annual FMLA entitlement. The County will give this indication of approval or request for medical certification by completing U.S.D.O.L. Form WH-381, Employer Response to Employee Request for FMLA. For approved FMLA situation, the employee's supervisor will complete an employee action form and the WH-381 within 24 hours and forward the employee action form to the Human Resources Department. If the employee will use paid time for the majority of the leave, the employee action form requires the Director's signature only. If the employee's leave will be majority unpaid, the County Administrator must approve the employee action form.

1. The employee shall provide such certification to Delaware County within fifteen (15) days after receiving the requirement to provide such certification. The employee shall use U.S.D.O.L. Form WH-380, Certification of Health Care Provider to provide this certification.

A. Delaware County may request clarification for the certification and may request subsequent medical certifications no sooner than every thirty (30) days in connection with an absence.

B. Expenses for all such certifications, including subsequent certifications and clarifications, shall be paid by the employee or through insurance coverage, if covered.

C. Failure of the employee to provide certification in a timely manner shall have the following results:

- For foreseeable leave, leave may be denied until certification is received,
- For unforeseeable leave, continuation of leave may be denied, and
- If certification is never received, time off receives no FMLA benefits or protections

2. Delaware County may obtain a second medical opinion from a health care provider of Delaware County's choice at the expense of Delaware County.

3. If the employee's medical certification and the second medical opinion disagree, Delaware County may require a third, final, and binding evaluation of the employee by a health care provider selected mutually by Delaware County and the employee. The cost of the third evaluation shall be borne by Delaware County.

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C. Prior to an employee's return to work for FMLA leave due to his/her own serious health condition, the employee shall provide a fitness-for-duty certification from a health care provider showing that the employee can perform the functions of his/her position. The employee shall not return to work until such certification is provided and may be terminated at the expiration of leave if fitness-for-duty certification is not provided and the employee does not have other leave (*e.g.*, sick leave, vacation, or personal leave, if granted) to cover further absence. The employee shall utilize Form C, Health Care Provider's Certification of Ability to Return to Work, as the fitness- for- duty certification

Employer Responsibilities

A. The County will post an approved Department of Labor FMLA notice in a conspicuous place.

B. The employer will provide a copy of this policy to each employee and provide training periodically as needed on the employee's rights and responsibilities under the FMLA.

When Leave is FMLA Leave

In accordance with the federal Family and Medical Leave Act of 1993, an eligible employee is entitled to an unpaid leave of absence of up to twelve (12) workweeks during any (12) twelve month period measured backward from the date the leave commences for one of the following reasons:

1. for the birth and care of the newborn child of the employee;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for an immediate family member (spouse, child under 18 years of age or child 18 years or older if incapable of self-care because of mental or physical disability, or the employee's parent (but not parent in-laws)) of the employee with a serious health condition; or
4. to take medical leave when the employee is unable to work because of a serious health condition.

Serious Health Condition is defined below: **(The Supervisor should provide his/her employee with a copy of the FMLA policy and the U.S. Department of Labor's Certification of Health Care Provider (WH-380) form when the employee misses work to care for himself/herself or an immediate family member when one of the following occurs.)**

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under supervision of a health care provider, or by a provider of health care services (*e.g.*, physical therapist) under orders of, or on referral by, a health care provider; or
2. **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment** under the supervision of the health care provider.

C. Pregnancy

Any period of incapacity due to **pregnancy or prenatal care**.

D. Chronic Conditions Requiring Treatments

A **chronic condition** which:

1. Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
2. Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
3. May cause **episodic** rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.)

E. Permanent/Long Term Conditions Requiring Supervision

A period of **incapacity** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, severe stroke, or the

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terminal stages of a disease.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition **that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Incapacity means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. **Treatment does not include** routine physical examinations, eye examinations, or dental examinations.

A regimen of continuing treatment includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. **A regimen of treatment does not include** the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, an other similar activities that can be initiated without a visit to a health care provider.

G. Conditions That Typically Are Not Serious Health Conditions Under The FMLA

1. Cosmetic treatments, such as for acne or plastic surgery, except after an injury or removal of a cancerous growth or if complications develop.
2. Common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraine), or routine dental or orthodontia problems, unless complications develop.
3. Allergies or mental illness resulting from stress unless all requirements of serious health condition are met.
4. Substance abuse unless absence is for treatment.

A "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves one of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- (1) Treatment two or more times by a health care provider, a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) Treatment by a health care provider on *at least one occasion* which results in a regimen of continuing treatment under the supervision of the health care provider.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatments

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a singular underlying condition); and

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(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc).

E. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Proximity I.D. Cards Policy (New)

| Subject | Effective | Supersedes | This Sheet | Total |
|-----------------------------|-----------|------------|------------|-------|
| Proximity I.D. Cards Policy | 6/28/2004 | New | 1 | 2 |

1. Purpose

To provide a procedure for the initial assignment and the replacement of proximity I.D. card.

2. Scope

All Delaware County employees with a proximity I.D. card.

3. Distribution

To all employees with a proximity card.

4. Definitions

Proximity I.D. Card is county property that is provided to current employees as identification and for access privileges to certain county facilities.

5. Policy

1. This policy applies to all Delaware County employees that are provided with a proximity I.D. card that has door access to Delaware County buildings and facilities.

2. Proximity I.D. cards will be programmed to allow employees into areas within the control of their respective appointing authorities and/or work requirements.

3. All employees requiring a proximity I.D. shall be issued a card through the Human Resources Department. An employee will be issued a proximity I.D. card only with the approval of that employee's Appointing Authority or Director. This approval may be given on the Employee Action Form at hiring or on official/departmental letterhead and must contain the signature of the Appointing Authority or Director of the Office/Department.

4. Employees should contact the Human Resources Department immediately to replace lost, stolen or damaged I.D. cards. Human Resources Department will issue a replacement proximity I.D. only with confirming approval of the employee's Appointing Authority or Director.

5. If, at no fault of the employee, a proximity I.D. should stop working, the Human Resources Department will issue a new card to the employee at no charge. The old I.D. is returned before a new one will be issued.

6. If the I.D. should become broken or lost, one new I.D. will be issued by the Human Resources Department per calendar year at no charge.

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7. If the second I.D. card issued is broken/lost within the calendar year, the employee will be charged \$10.00 for a replacement I.D.

Pre-Disciplinary Hearing Involuntary Termination (New)

| Subject | Effective | Supersedes | This Sheet | Total |
|--|-----------|------------|------------|-------|
| Pre-Disciplinary Hearing Involuntary Termination | 6/28/04 | New | 1 | 3 |

1. Purpose

A formalized and systematic Involuntary Termination Procedure in order to ensure compliance with due process requirements and ensure the safety of Delaware County's employees.

2. Scope

This policy pertains to all employees involved in an involuntary termination.

3. Distribution

To all departments operating under the authority of the Board of County Commissioners.

4. Definition

Loudermill Hearing - *Cleveland Board of Education vs. Loudermill*, 470 U.S. 532, (1985) is the United States Supreme Court case that explained a public employee's due process right to receive notice and an opportunity to respond to charges before disciplinary action takes place. This hearing is also referred to as a pre-disciplinary hearing.

5. Policy

It is our policy at Delaware County to provide a procedure that ensures employees a respectable and safe exit for all parties involved. All supervisors should consult with the Human Resources Department prior to implementing an involuntary termination procedure.

The steps outlining the involuntary termination process are described in detail below.

STEP 1 – Initial Discussion/Interview with Employee

During all private discussions with the exiting employee, the Supervisor must create a safe environment for himself/herself including: hold the meeting in a room where other employees can hear a call for help and, if necessary, leave the door open a crack; never meet with the employee alone; have a panic button with him if available and seat the employee away from the door and himself closest to the door.

STEP 2 - Delivery of the Pre-disciplinary Meeting (Loudermill) Notice Letter

During the delivery of the pre-disciplinary meeting notice letter another supervisor or management should always accompany the supervisor taking the disciplinary measures if there is a reason to believe the supervisor will be treated violently or with hostility. The letter should be delivered during Delaware County office hours or at another reasonable time convenient to the parties. If the supervisor believes that the employee may react irrationally, the Supervisor should inform the Sheriff's Office of the situation and the messenger should carry a cell phone, Nextel, or panic button at all times.

STEP 3 - Pre-disciplinary (Loudermill) Meeting

The requirements of due process are notice and an opportunity to respond. The employee must be given an opportunity to present reasons, either in person or in writing, and explain why the proposed disciplinary action should not take place. The employee is entitled to oral and written notice (Loudermill notice in Step 2) of the charges against him, an explanation of the employer's findings/evidence against him, and an opportunity to present his/her side of the story, evidence, and witness testimony. The employee may be accompanied by a co-worker or advisor, but that person may not advocate for the employee during the pre-disciplinary meeting and only acts as an advisor.

During the Loudermill hearing, the safety precautions listed in Step 1 should be followed. In addition, if the Supervisor has reason to believe that the employee will act irrationally, the Supervisor should inform the Sheriff's Office in advance of the Hearing in order to have prompt assistance if necessary. If the situation necessitates, a Sheriff's Deputy will be contacted to escort the employee out of the building.

STEP 4 – Public Hearing to Terminate Employee

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If there is reason to believe the employee will react inappropriately or violently, the Sheriff's Office should be informed of the personnel action and will station a Deputy outside of the Hearing Room. A panic button will be placed in the Hearing Room during the meeting.

STEP 5 – Removal of Employee's Personal Items

The Supervisor will determine a time for the employee to return to his/her former office to remove his/her personal items. The supervisor will inform the employee of the date and time to return for his/her belongings at the Hearing. The appointment will be set during off hours. The Supervisor and, if warranted, a Sheriff's Deputy will be present during the employee's presence on Delaware County property. If the employee appears to be in a volatile state at the time of the Hearing and safety is of great concern, the supervisor and manager will pack and remove the employee's personal belongings and will arrange for the items to be delivered to the employee's home by a law enforcement officer.

Personal Appearance Policy (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|----------------------------|-----------|------------|------------|-------|
| Personal Appearance Policy | 6/28/04 | 1/1/97 | 1 | 3 |

1. Purpose

To present a professional appearance to the public by seeing that each County employee's dress, grooming, and personal hygiene are appropriate for the performance of the assigned work situation both on and off County property.

2. Scope

All, supervisors, and employees (including temporary and seasonal employees) of the departments under the jurisdiction of the Delaware County Commissioners who are not covered under the uniform policy or by collective bargaining agreement.

3. Distribution

All Appointing Authorities, supervisors, and employees (including temporary and seasonal employees) of the Delaware County Commissioners who are not covered under the uniform policy or by collective bargaining unit.

4. Definitions

5. Policy

It is the policy of Delaware County that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. All employees are expected at all times to present a professional, business-like image to the public and co-workers. Business casual attire is appropriate in most situations. Hair should be clean, combed, and neatly trimmed or styled. Sideburns, mustaches, and beards should be neatly trimmed. Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature and/or the safety requirements of their job.

Although individuality and personal expression is recognized, Delaware County's goal is efficient and courteous service to the public. Part of that service is to meet the expectations of the public and to appear professional. Excessive body piercings, tattoos, or extreme hair colors appear contrary to these objectives. For that reason, body piercings (other than minimal numbers of earrings), tattoos on the face, head, shoulders or neck or excessively covering the arms or hands; and extreme or unusual hair colorings will not be permitted to be revealed in the workplace. Employees will need to remove excessive jewelry, cover tattoos, and color their hair with a more natural coloring at work.

At the discretion of the appointing authority, supervisors may allow employees to dress in a more casual fashion than normally required. Employees in certain offices and departments may be permitted to wear denim jeans on a pre-approved workday, typically Friday's. On such occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped excessively faded, tight or disorderly clothing, athletic wear (to include, but not limited to sweat pants, running shorts, spandex etc.), logo or advertisement items, or similarly inappropriate clothing.

Guidelines for APPROPRIATE Business Casual Attire Include:

Slacks (e.g. khakis, chinos, twills),

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Open/Banded Collared Shirts,
Knit Shirts,
Sweaters,
Dress Sandals (not “flip-flop” or beach sandals),
Denim Skirts/Dresses,
Denim / Chambray Shirts,
Capri or Mid Calf Pants (no denim with the exception of a pre-approved day to wear denim),
Skirts, skorts, split legged and other dresses no shorter than 4 inches above the knee, and
Small designer, school or sport related logo’s.

Guidelines for INAPPROPRIATE ATTIRE that will not be permitted:

Shorts of any kind (with the exception of employee uniforms),

Tube tops, Halter Tops or Tops showing the midriff,
Spandex,
Bibs/Overalls,
Colored Jeans (with the exception of a pre-approved day to wear denim),
Tank tops that aren’t covered with a shirt, jacket or sweater,
Flip Flops,
See Through, Low Cut, Tight Revealing Clothing,
Sweats or Exercise clothing,
Muscle Shirts,
Athletic or Tennis Shoes,
Offensive/Obscene Graphics or wording and/or promotion of drugs, alcohol or tobacco on apparel,
Tee shirts with graphics, and
Athletic wear of any kind.

The examples above are to be used as a guide and may not be inclusive of specific styles and trends. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Non-exempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy will result in disciplinary action for insubordination.

An appointing authority may wish to delegate authority to his/her supervisors to allow more casual dress.

An employee who wears the uniform of Delaware County is a representative of Delaware County government. Because Delaware County wishes to maintain a positive appearance to the public, employees provided with and required to wear uniform items shall wear the prescribed uniform while on duty and only during assigned work hours. No employee shall use his/her uniform for personal use or gain or in any manner that will bring negative appearance to Delaware County. Please refer to the Uniform Policy.

Strength & Flexibility Testing Policy (New)

| Subject | Effective | Supersedes | This Sheet | Total |
|---------------------------------------|-----------|------------|------------|-------|
| Strength & Flexibility Testing Policy | 6/28/2004 | New | 1 | 3 |

1. Purpose

To provide a method to examine the ability of individuals to perform the essential physical strength or flexibility functions of positions within Delaware County.

2. Scope

This policy pertains to all departments operating under the authority of the Delaware County Board of Commissioners and any appointing authority utilizing the Delaware County Human Resources Department to obtain post-offer strength and flexibility testing.

3. Distribution

To all departments operating under the authority of the Delaware County Board of Commissioners and any appointing authority utilizing the Delaware County Human Resources Department and requesting post-offer strength and flexibility testing.

4. Definitions

A. *Individual*. An individual is a person who has been offered a position with or is currently

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employed by the County.

B. Strength and Flexibility Testing. A physical test may consist of the following: Observed demonstration of the physical components required for performing the essential functions of a job and educational instruction on proper lifting and carrying techniques.

C. Authorized Test Administrator: Authorized Test Administrator is the organization designated by the Board of County Commissioners where strength and flexibility testing is administered.

5. Policy

1. **PROCUREMENT OF PHYSICAL TESTS.** The County will request a physical test only for legitimate, job-related employment or job placement purposes. Physical tests will be conducted by an Authorized Test Administrator.

2. **WRITTEN PERMISSION FOR PHYSICAL TESTS.** The County will procure a physical test only with the written permission of the individual. Refusal to provide written permission to conduct a physical test is grounds for withdrawal of any offers of employment or for termination.

3. **CONFIDENTIALITY OF PHYSICAL TEST RESULTS.** As provided under the Americans with Disabilities Act, the County will maintain physical test results in strict confidence and in a separate file from other recruiting or personnel information. Test records will be released only if compelled by law.

4. **USE OF STRENGTH AND FLEXIBILITY TESTING RECORDS.** The County may consider as a possible justification for the refusal to hire, suspension, revocation, or termination of employment any negative physical test results that relate to an offeree's potential performance in the job sought or an employee's performance in the job currently held. In making this determination, the County may consider the following factors:

1. the relationship between strength and flexibility test results and the essential functions of the position;

2. the possibility that a physical condition or inability would prevent job performance; and

3. the possibility that a physical condition may be exacerbated by the nature of the work or job duties or demonstrates a direct threat of physical harm to the individual or others.

6. Procedure

1. Applicants for labor and trade positions will be asked to sign a waiver agreeing to strength and flexibility testing. If the applicant refuses strength and flexibility testing, he/she will not be considered for the position.

2. Upon extending an employment offer, the Delaware County Recruiter will coordinate the date, time and location for the strength and flexibility testing at the Authorized Testing Center.

3. The Delaware County Safety Officer will arrange the strength and flexibility testing for current employees.

4. The Authorized Physical Test Administrator will conduct the strength and flexibility testing and will present Delaware County with a report of test results.

5. If the test results indicate that the employee is not capable of performing the essential functions of the job with or without reasonable accommodations, the offer of employment may be revoked or employment may be terminated.

6. All physical test results will be filed in a medical file, separate from the recruiting and personnel files.

DELAWARE COUNTY STRENGTH AND FLEXIBILITY TESTING CONSENT FORM

Having read and understood the Delaware County Strength and Flexibility Testing Policy, I hereby authorize Delaware County to conduct a job-related physical for the position for which I am applying or currently hold. I authorize Delaware County to obtain any information that may be sought concerning my physical health and ability, and I hereby waive any privileges and release Delaware County and all referring entities from any liability involved in producing this information.

I further authorize Delaware County to make any lawful examination of my strength and flexibility testing information, and I release any authorized strength and flexibility testing facility, and all individuals connected therewith, from all liability in providing such information.

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I understand that any employment with Delaware County or job placement by Delaware County will be contingent upon the result of any strength and flexibility testing that I have so authorized.

Prior Service Credit Policy (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|-----------------------------|------------------|-------------------|-------------------|--------------|
| Prior Service Credit Policy | 6/28/2004 | 10/4/1994 | 1 | 1 |

1. Purpose

To recognize employees' prior years of service with other Ohio political subdivisions for purposes of vacation credit.

2. Scope

This policy pertains to all departments within the realm of the Delaware County Commissioners.

3. Distribution

To all departments within the jurisdiction of the County Commissioners.

4. Definitions

5. Policy

Ohio Revised Code Sections 9.44, 124.13, and 325.19 address vacation leave accrual for public employees and specifically employees of county government. The aforementioned sections of the Ohio Revised Code also require that prior service with Ohio political subdivisions be credited to an employee for purposes of vacation accrual. Employees will be credited with prior service time once verification of that service time has been received from previous qualified employers. Vacation leave balances with Delaware County will be recalculated after receipt of verification of prior service time as follows:

A. Vacation will be recalculated from the first date of employment with Delaware County if the request for verification from prior qualified employers was made within the first year of employment with Delaware County, or

B. Vacation will be recalculated from the date request was made to prior qualified employers if the request for verification from prior qualified employers was made after the employee has been employed more than one (1) year with Delaware County.

One year will be considered as the completion of twenty-six pay periods.

Recruiting Procedure (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|----------------------|------------------|-------------------|-------------------|--------------|
| Recruiting Procedure | 6/28/04 | 01/01/2000 | 1 | 9 |

1. Purpose

A formalized and systematic recruiting procedure places the right people in the right job at the right times. An effective recruiting procedure ensures consistency with all positions during the recruiting process and gives applicants an equal opportunity.

2. Scope

To all employees under the direction of the Board of Commissioners.

3. Distribution

To all departments under the direction of the Board of Commissioners.

4. Definitions

Position Recruitment Information Form (attached, available on the Human Resource website: www.co.delaware.oh.us)
Benchmark Questionnaire (attached)
Resources Information (Website)

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Salary Information (attached)
 Job Description (attached)
 Internal Job Posting (attached)
 External Advertisement (attached)
 Employment Applications (attached)
 Interview Schedule (attached)
 Interview Questionnaire (attached)
 Employment (reference) Check Form (attached)
 Criminal Background Check Form (attached)
 Drug Test Consent Release Form (attached)
 Acceptance Letter (attached)
 Recommendation for Hire (attached)
 Employee Action Form (attached)
 Recruiting Checklist (attached)
 Rejection Letter (attached)

5. Policy

Delaware County provides equal employment opportunities to employees and candidates for employment. Accordingly, the Human Resources Department will accept an Employment Application from any individual regardless of race, religion, color, national origin or ancestry, age, sex, disability or other protected characteristics.

This policy will be effective in all recruiting situations of the county, except where the Department of Administrative Services (D.A.S.) or collective bargaining agreements govern the hiring procedure or when internal promotions or certain temporary, interim, or intermittent employment situations are involved.

A. Promotions

Vacancies in positions in the classified service shall be filled insofar as practical by promotions. The filling of a promotional vacancy will be based on the employee's demonstrated ability and the overall record of the employee particularly within the classification he/she then holds. The employee's seniority will also be considered, but will not be the only basis for a promotion. This section does not apply to promotions of unclassified or supervisory employees.

B. Temporary, interim, or intermittent employment

For temporary, interim, or intermittent employment situations, the Board of Commissioners may waive the usual recruiting procedure in lieu of a more expedient method of hire.

1. Generally, for emergency (unexpected or unplanned), or non-emergency (expected or known), and short-term (less than 30 days) employment or intermittent (occasional same employment) situations, the departments, with County Administrator approval, may employ temporary employees through a temporary agency or from referral of current employees or past employees of Delaware County.

2. Generally, for emergency (unexpected or unplanned), long-term (greater than 30 days) employment, the departments, with County Administrator approval, may employ temporary employees through a temporary agency, professional consulting firm or from referral of current employees or past employees of Delaware County. During the first thirty (30) days, the department will proceed with the regular recruiting procedure to make selection of long-term temporary employment.

3. For the above described situations, the Recruiter will forward an e-mail to all County offices/departments indicating the qualifications needed and a request for reference to a qualified candidate.

4. Generally, for non-emergency (expected or known), long-term (greater than 30 days) employment situations, the departments will utilize the regular recruiting process illustrated below.

5. For interim situations, temporary internal promotions, and/or service contracts, the regular recruiting process may be utilized to select a temporary interim employee.

6. Recruiting Process

The steps outlining the recruiting process are described in detail below.

STEP 1 – Position Recruitment Information Form (Requisition) (Estimated 5 - 10 Days)

A. Following approval by his/her Director, the Hiring Manager notifies the Human Resources Department of a newly created, currently open, or soon-to-be vacant position, via e-mail by completing the Position Recruitment Information Form (PRIF) located on the Human Resources Recruiting Information Website and e-

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mailing the form to the Recruiter. Once completed, the Hiring Manager returns the PRIF, accompanied by the most current job description, to the Recruiter. Timeframe: 2 Days

B. If the position is newly created, the Hiring Manager must complete a Benchmark Questionnaire for the position (may be received from the HR Department) and return to the Personnel Coordinator. Timeframe: 2 Days

C. Upon receiving the Benchmark Questionnaire, the Personnel Coordinator will create a job description and forward to the Hiring Manager for approval. Timeframe: 2 Days

D. Once the newly created job description has been approved, the Personnel Coordinator, Recruiter and the Hiring Manager will collectively factor the position to determine salary structure.
Timeframe: 2 Days

E. The newly created job description is then forwarded to the Recruiter, who in turn creates a Recruiting File, containing the PRIF, job description and salary information. Timeframe: 1 Day

STEP 2 – Creation of Internal Posting and External Advertisement (Estimated 7 Days)

A. Based on potentially interested and qualified internal candidates, the Director has discretion to limit the scope of the advertisement to an internal posting only. If no internal candidates apply or internal candidates appear unqualified, the Director may seek simultaneous internal and external advertisements.

B. The Recruiter will create an internal posting or revise an existing internal posting for the position and obtain the approval of the posting from the Hiring Manager. Timeframe: 3 Days

C. Upon receiving approval of the internal posting from the Hiring Manager and the discretionary decision by the Director to post the position internally or internally and externally, the Recruiter will create an external advertisement and forward an internal or both the internal and external postings accompanied by instructions, including media sources and posting dates, to the Human Resources Secretary. Timeframe: 2 Days

STEP 3 – Posting of Position (Estimated 5 - 10 Days)

A. Human Resources Secretary then photocopies and distributes employment opportunities to all county facilities to be posted for the appropriate duration (internal postings – 5 working days; external postings - 10 working days). Timeframe: 3 Days to distribute copies

STEP 4 – Receipt of Employment Applications (Estimated 3 - 5 Days)

A. Candidates will complete an Employment Application before an interview is conducted. If a candidate forwards a resume to the Human Resources Department, the Human Resources Secretary will send (via e-mail, US Postal Service, or facsimile) an Employment Application to the candidate to be completed and returned prior to the interview. Candidates can complete an Employment Application in the Human Resources Department or request an Employment Application be sent to them and returned prior to the application deadline. Timeframe: 1 Day

B. Upon the receipt of the Employment Application, the Human Resources Secretary will detach the Affirmative Action Information and enter the demographic data into the computer system for reporting purposes. This data verifies that Delaware County is complying with the United States Government Equal Employment Opportunity and Ohio Civil Rights Commission requirements. The Affirmative Action Information will be kept separately from the applications in order to maintain confidentiality. All applications will be placed in the appropriate Recruiting Folder. Timeframe: 2 Days

C. If the position requires a degree and the candidate has graduated from college or graduate school less than two years from applying, the candidate may be asked to provide his/her transcript.

D. The day after the application deadline, the Human Resources Secretary will photocopy all of the applications and forward the copies to the Hiring Manager. The original Employment Applications must remain in the Human Resources Department. Timeframe: 2 Days

STEP 5 – Review of Employment Applications (Estimated 2 - 5 Days)

A. The Recruiter and the Hiring Manager separately review the applications and determine a pool of the most qualified candidates whom they would like to interview. Timeframe: 3 Days

B. The Hiring Manager receives approval from his/her Director or Appointing Authority in order to interview the candidates that he/she has selected.

C. The Recruiter and Hiring Manager collectively determine interview dates. It is the Recruiter's

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responsibility to insure that all applicants invited for an interview meet the criteria of the position.

D. In order to determine if a candidate meets the requirements and qualifications of the position, the Recruiter and Hiring Manager may elect to conduct a telephone screen to discuss the position, the salary structure and assess if he/she meets the criteria.

E. The Recruiter will notify the Hiring Manager of the conversation and provide information to determine if the candidate is a viable interviewee.

STEP 6 - Interview Preparation (Estimated 5 - 7 Days)

A. Once the Recruiter receives a response from the Hiring Manager, the Recruiter will make a list of candidates for the Human Resources Secretary to contact and invite for an interview. Timeframe: 2 Days

1. For positions recruited nationally, reasonable costs of transportation (airfare, train fare, meals, etc.) and overnight housing (hotel) may be borne by the county department recruiting the position if the following applies:

- a. The position is a difficult position to fill,
- b. The applicant traveling appears to be a strong candidate,
- c. The applicant is traveling from out-of-state, and
- d. The Board of County Commissioners has approved the costs.

2. The candidate must request that all expenses incurred be reimbursed and must provide original and detailed receipts of acceptable expenses; the Recruiter does not initiate this portion of the recruiting process.

3. The Recruiter will coordinate all transportation and overnight housing arrangements at the most convenient and efficient costs to the County.

B. The Recruiter will then create an Interview Schedule, forward a copy to the interview team and the Human Resources Secretary. The interviewing process gives the Human Resources Department another means of screening applicants and evaluating skills and abilities.
Timeframe: 1 Day

C. The Recruiter creates an Interview Questionnaire if one does not exist or revises an existing Interview Questionnaire, if appropriate. The Questionnaire includes specific questions relating to the responsibilities and functions of the position and standard, general questions asked of every interviewee. The Hiring Manager may prepare more job-related questions or appropriate scenarios to ask candidates. The Recruiter must review and approve questions and/or scenarios prior to the interview to ensure compliance with legal guidelines. Timeframe: 3 Days

STEP 7 - Interviewing and Recommendation for Hire (Estimated 5 - 6 Days)

A. Selected candidates are interviewed. Timeframe: 6 Days

B. On the scheduled date of the interview, the applicant receives a Employment Check Waiver Form, Criminal Background Check (WebChek) Consent Form, Criminal Background Check Policy, Drug Test Release Form, and two job descriptions for the position being recruited. When signed by applicant, the forms grant the Recruiter permission to discuss candidate's past and/or current employment performance with the references and ability to contain the other information requested. The candidate is given the choice of having a representative review the waivers before signing, but the references and other information will not be checked until the waivers are signed and returned.

C. At the conclusion of the interviews, an evaluation of each applicant will be conducted by the interview team to determine the most qualified candidate. The final determination for recommendation of the primary candidate is subject to the Director's approval. Second interviews may be conducted depending upon the type of interview and position.

D. The Hiring Manager will create the Recommendation for Hire Letter and complete the EAF (all necessary information must be completed except start date) and send the completed information to the Recruiter.

E. The secondary candidate(s) remains in active status until an offer of employment is rendered to and accepted by the primary candidate.

STEP 8 - Reference & Background Checking (5 Days)

A. The Human Resources Department will perform an Employment (reference) Check, Criminal Background Check, Driving Record Check, and any other necessary background or employment testing. Reference checking is conducted using the Reference Checking Form. The Human Resources Department must contact a minimum of three professional references per candidate. The criminal and driving record checks are performed by an out-sourced agency. If a degree is required for the position, the Human Resources Department must conduct an

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educational verification. Medical verification will be conducted on positions that warrant such a review. Timeframe: 5 Days

B. If the reference and background information received reflects positive information, the Human Resources Department notifies the Hiring Manager of the information

C. If the reference and background information received are not favorable, the Recruiter and the Hiring Manager shall discuss and determine if the questionable item(s) is acceptable, move forward with an alternative candidate, or re-advertise the position.

STEP 9 – Recommendation for Hire and Employee Action Form (EAF) (Estimated 5 - 10 Days)

A. If the Hiring Manager is from an Appointing Authority except the Commissioners, Recruiter may extend an offer of employment to successful candidate. The Hiring Manager is responsible for the completion of the EAF. If the Hiring Manager is under the Board of Commissioners direction, the following procedure must be followed. Timeframe: 2 Days

1. The Recruiter will attach a Follow-up Findings Letter with the Recruiter's opinion of the candidate and results of the candidate's references and other information. The Recruiter will forward the documents to the County Administrator and Director of Administrative Services, at which time an executive session with the Board of Commissioners will be scheduled. The Recruiter notifies the Hiring Manager and his/her Director, the Director of Administrative Services, County Administrator, and Clerk or Assistant Clerk to the Board of Commissioners of the Recommendation for Hire scheduled for discussion at executive session. Timeframe: 1 Days

2. All interested parties will attend the executive session to discuss the potential new employee based on the information outlined on the EAF and Recommendation for Hire (It is strongly advised that the Hiring Manager/Director attend). Timeframe: Monday or Thursday Agenda (typically 2-5 days from date EAF submitted to Clerk)

3. The EAF may be placed on the Board of Commissioners' next scheduled public session.

STEP 10 – Employment Offer to Candidate (Estimated 1 - 2 Days)

A. Once the Appointed Authority has given consent, the Recruiter informs the Hiring Manager and receives verbal approval to extend an offer of employment to the chosen candidate. Timeframe: 1 Day

B. Upon extending an employment offer to the candidate and receiving the candidate's acceptance, the Recruiter must establish and review employment information: i.e. the candidate's start date, pay rate, probationary/review period, orientation date, benefits eligibility date and reiterate that the verbal offer will be followed up in writing. The Recruiter clarifies and confirms to the new employee that the offer of employment is conditional upon a negative drug test result and any required physical testing, if appropriate, and proceeds to mutually establish a drug screen date and/or physical testing date (if required).

C. The Recruiter coordinates the drug screening and/or physical testing process by contacting the contracted vendor to schedule an appointment and provide the necessary demographic information. Timeframe: 1 Day

D. The Recruiter sends an Acceptance Letter to the new employee confirming the employment information. A copy is placed in the candidate's application. Timeframe: Same Day

E. Recruiter completes the top right portion of the front page of the candidate's Employment Application and forwards to the appropriate personnel for filing. Timeframe: Same Day

STEP 11 – New Hire Orientation (Estimated 8 Days)

A. Prior to the Orientation, the Human Resources Secretary creates an Orientation Attendance Sheet and distributes to the Personnel Coordinator, the Safety Officer, and the Insurance and Risk Technician. Timeframe: 1 Day

B. Upon the completion of Orientation, the Personnel Coordinator organizes the Orientation paperwork, photocopies appropriate documents and distributes to the appropriate parties.

STEP 12 – Final Preparation (Estimated 3 - 5 Days)

A. The Human Resources Secretary prepares to close out the Recruiting File following the Recruiting Checklist. A copy of the hired employee's Employment Application is placed in the Recruiting File. Timeframe: 2 Days

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B. The Human Resources Secretary sends rejection letters to the candidates that were not selected for the position.
Timeframe: 2 Days

C. The Human Resources Secretary reviews the Recruiting Checklist and confirms that all necessary steps have been completed and the Recruiting File is then placed in appropriate storage. Timeframe: 1 Day

Request For Leave Procedures (New)

| Subject | Effective | Supersedes | This Sheet | Total |
|------------------------------|-----------|------------|------------|-------|
| Request For Leave Procedures | 6/28/04 | New | 1 | 3 |

1. Purpose

The purpose of this policy is to provide a clear understanding for all employees and supervisors of how to properly utilize and distribute the Request For Leave forms.

2. Scope

All, supervisors, and employees (including temporary and seasonal employees) of the departments under the jurisdiction of the Delaware County Commissioners and any other appointing authority required to utilize the Request for Leave form.

3. Distribution

All, supervisors, and employees (including temporary and seasonal employees) of the departments under the jurisdiction of the Delaware County Commissioners and any other appointing authority required to utilize the Request for Leave form.

4. Definitions

RFL – Abbreviation for “Request For Leave.”

5. Policy

“Request For Leave” (RFL) forms are to be completed by employees who are requesting time off for any of the following reasons:

1. Medical, dental or optical examinations or treatments
2. Personal illness or injury
3. Serious illness or injury to an immediate family member
4. Death of a family member
5. Vacation
6. Court leaves including jury duty and subpoena’s
7. Military leave
8. Leave without pay
9. Using compensatory time
10. Or any other reason not covered by the above.

Explanations:

Medical, dental or optical examinations or treatments:

-An employee may use accrued sick, vacation or compensatory time for his/her own appointments or for appointments of immediate family members including grandparents, brothers, sisters, parents, spouse, children, grandchildren, and a legal guardian or other person who stands in the place of a parent to the employee for medical, dental or optical exams or treatments. Please specify on the form which type of leave (sick, vacation or comp) will be utilized.

Personal Illness or Injury OR Serious Illness or Injury in Immediate Family Member:

-This section applies when an employee incurs a qualified sick leave occurrence when the employee or the employee’s immediate family member is ill or injured and the employee is unable to report to work. The RFL form must be completed and submitted to the supervisor upon the employees first day returning to work or upon the earliest possible convenience.

-An employee requesting to use three or more sick days must have the physician’s statement section of the RFL form completed and signed by his/her physician. If a RFL form is not available to the employee, a separate statement completed and signed by the physician is acceptable to attach to the RFL form. If an

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employee has demonstrated a pattern or frequent use of sick leave (not more than two days at one time, but the sick time usage continues over the course of a few weeks) an employee may also be required to present a completed physician's statement.

Death:

-Employee must specify who has passed away and what specific date the death occurred. Please specify if you are using sick, vacation or comp time.

-Refer to the appropriate sick leave policy for bereavement guidelines if applicable.

Vacation:

-Employees must complete the RFL when requesting to use accrued vacation time.

-Employees must obtain approval for the use of compensatory time of more than 2 days if the employee requests to use compensatory time along with accrued vacation time for an employees scheduled vacation.

Court Leave:

-Employees must complete the RFL when requesting leave for any court appearance or attendance.

-Payment for such leave is subject to the appropriate court leave policy of the employee's appointing authority.

Military Leave:

-Any employee requesting military leave must complete the RFL form and specify whether the leave is with or without pay. In most instances, an Employee Action Form must also be completed for military leaves of absence.

Leave Without Pay:

-An employee must complete the RFL form for all requests for leave without pay. An Employee Action form must also be completed in these situations.

Compensatory Time Used:

-An employee requesting to use accrued compensatory time must indicate this on the RFL form and specify the total number of hours requested.

Employees must complete the top portion of the "Request for Leave" form and submit it to their immediate supervisor for approval. Specific timeframes for submitting these forms may vary by department.

Appointing Authorities may have their own policies on which supervisors may approve or disapprove leave requests. Generally, an immediate supervisor may approve vacation, sick leave or comp time requests without the signature of the appointing authority. An appointing authority must sign and authorize all military leaves or leaves without pay or any type of other leaves as deemed appropriate.

For requests for leave requiring the signature of an appointing authority, the supervisor must sign and date the form and may check if the leave is recommended or not recommended. The supervisor must then forward the form on to the appointing authority to sign and indicate if the leave is approved or disapproved.

Distribution:

RFL forms must be distributed according to the directions on the bottom portion of the form. Each individual department is responsible for distributing the appropriate copies to the following departments:

White copy: HR/ Personnel File
Canary copy: Auditor
Pink copy: Employee
Goldenrod Copy: Employee's Department

**** Please Note****

The canary copy must be submitted to the Auditor's Office for all approved leaves when payroll is submitted for the specific time period that the employee has been granted leave. Please do not send the canary copy to the Auditor's Office without payroll for that pay period.

An employee may wish to submit the RFL form well in advance of the requested time off. If an employee requests to use vacation time for the requested time off and subsequently accumulates compensatory time, the

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employee may wish to use the accrued compensatory time in place of the vacation time. The employee is entitled to request the change, subject to supervisory approval. The employee would simply complete another RFL form that would need to be submitted to the appropriate supervisor for consideration. If approved this form must then be distributed to the appropriate departments. The supervisor should indicate in the remarks section that the time had been pre-approved on another form and specify the date the leave was pre-approved.

Self-Insurance Program (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|------------------------|-----------|-----------------------|------------|-------|
| Self-Insurance Program | 6/28/2004 | 6/15/1988 & 3/22/1999 | 1 | 5 |

Purpose

To provide a written document explaining the Self-Insurance Program, preferred reporting methods and procedures, and required Qualifications for Driving on County Business.

Scope

To all employees, supervisors, and appointing authorities covered under the Delaware County Self-Insurance Program.

Distribution

To all employees, supervisors, and appointing authorities covered under the Delaware County Self-Insurance Program.

Definitions

Incident – An event where someone is injured, property is damaged (County owned or other), and/or legal action of a criminal or civil nature is threatened against the County, its officials, or its employees.

Insurance Limits – The upper limit of liability and property losses paid for by insurance companies.

Near miss – An event where an incident does not occur, but almost occurred.

Self-Insurance – All or a portion of liability and property losses are retained and paid for by the County.

Self Insurance Retention – The upper limit of liability and property losses retained and paid for by the County and the dollar amount where insurance companies begin to pay for losses. (Similar to a large deductible)

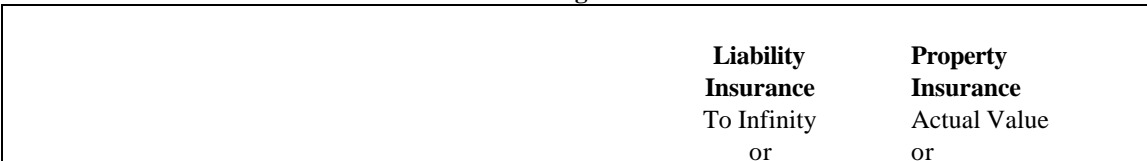
Policy

Program Explanation

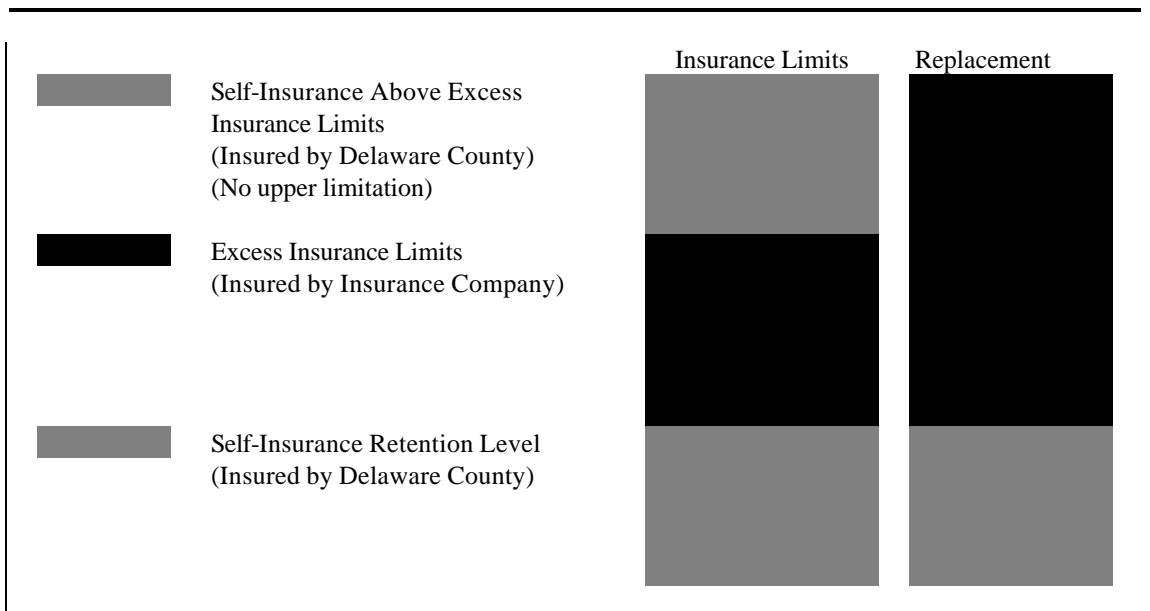
Since 1986, Delaware County has had some form of self-insurance for property and casualty claims arising from the delivery of services to the residents of Delaware County. In 1988, the County moved all covered liabilities and property under self-insurance retention levels. All property and casualty (liability) claims are first self-insured or retained by Delaware County to the self-insurance retention level and then insured to certain limits by an excess insurance policy through an insurance company. For liability insurance, once these limits are exceeded, Delaware County again assumes the costs of the claims above that insurance limit. Delaware County is retaining a greater amount of risk and therefore desires to reduce the frequency and severity of all losses as much as possible. For property insurance, the County is insuring for the total replacement cost or total actual cash value (ACV = purchase value less depreciation) of its property. Whether the County insures at replacement or ACV depends on the type of property (e.g. Buildings, bridges, electronic data equipment, etc. are insured at replacement cost; Vehicles, contractors equipment, etc. are insured at ACV). **Diagram A** illustrates this program.

In the event of a catastrophic liability loss that exceeded self insured retention (S.I.R.) limits, Delaware County would pay the gray portion of the diagram, including the S.I.R., while the excess insurance company would pay the black. It is important to reduce liability claims as much as possible and to purchase substantial excess insurance limits to provide for catastrophic losses.

Diagram A



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To properly protect the county from catastrophic losses, employees, coordinators, supervisors, managers, directors, administrators, and appointing authorities must make a concerted effort to minimize losses of property and liabilities in their actions to provide services to the public. One misstep may cost Delaware County millions of dollars.

Reporting Incidents

Reporting of incidents, even if just a near miss to an accident, is a key method to reduce the frequency of future losses and the severity of a loss in many cases. Future accidents are sometimes preventable by reviewing present or past accidents or near misses and making integral changes to reduce the chance of reoccurrence. The severity of current losses are reduced in many cases by early reporting and early claims management. The following procedure should be followed when an incident occurs:

Employee Responsibilities

- I. Take care of any injured parties.
- II. Immediately report all incidents or near misses to the immediate supervisor. This includes, but is not limited to:
 - A. Employee injuries (See Employee Injuries / Workers Compensation section attached)
 - B. Automobile accidents
 - C. Property Damage (auto, building, equipment, furniture, etc.)
 - D. Injuries/Damages to other persons or their property (Possible legal action)
 - E. Any other unusual item that may incur future costs
- III. Complete a Delaware County Incident Report as soon as possible, but no later than within twenty-four (24) hours of the incident. Blank Incident Report forms may be received from the Human Resources Department or the Safety Officer or may be retrieved on-line at <http://www.co.delaware.oh.us/Forms/pdf/Personnel/1-2004%20Final%20Incident%20Report.pdf>.
- IV. Obtain a law enforcement report and other pertinent documentation (i.e. witness statements, list of items damaged, etc.). These items should be received at the scene of the incident or later from the law enforcement agency that conducted the investigation at the scene.

Supervisor’s Responsibilities

- I. Complete the Supervisor’s Section of the Delaware County Incident Report.
- II. In case of a major incident (i.e. death, severe injury, major accident, major fire, major property damage, potential lawsuit, etc.), contact the Insurance & Risk Coordinator or Safety Officer immediately (740-368-1710).
- III. IMMEDIATELY SEND THE EMPLOYEE TO RECEIVE DRUG/ALCOHOL TESTING when the employee’s on the job actions resulted in: a) the personal injury of any person, including the employee, in which medical treatment has been sought immediately away from the scene, or b) which expensive property damage has occurred where a vehicle or equipment has been towed away from the scene or is rendered inoperable.
- IV. For minor incidents, send the completed incident report to the Human Resource Department the next business day. Minor incidents that occur on a weekend or holiday should be reported at the start of business on the next workday.

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Safety/Insurance & Risk Personnel Responsibilities

- I. For any property damage and/or liability incidents, the Insurance & Risk personnel send the claim to Delaware County's property and casualty third party administrator for adjudication, or for minor claims will adjudicate in-house.
- II. All injury incidents and near misses will be reported to the Safety Officer for investigation and possible future prevention review.
- III. All injury incidents will be reported to the Coordinator of Insurance & Risk for workers compensation management.

Employee Injuries / Workers Compensation

When an employee is injured, the following forms and protocols must be followed for proper management of workers compensation claims. Failure to follow these procedures may result in delay of approval or rejection of workers compensation claims.

Employee Responsibilities

- I. In the case of an injury requiring immediate medical attention, the employee should proceed immediately to the nearest medical facility that provides emergency or urgent medical care.
- II. Employees must complete a Delaware County Incident Report as soon as possible following any injury incident and submit it to their immediate supervisor.
- III. For injury incidents requiring medical attention, the following supplemental forms should be completed for workers compensation purposes (These forms can be found in the Delaware County Standard Operating Procedures Manual under the Workers Compensation tab or may be retrieved from the Human Resources Department).

Forms to be completed by the Employee

A. Ohio Bureau of Workers Compensation First Report of Injury (FROI-1) (Required claim form of the Ohio Bureau of Workers Compensation)

B. Delaware County Incident Report

C. The employee should forward the Modified Duty – Attending Physician's Statement to his/her physician to complete.

Forms to be completed by the Supervisor

A. Delaware County Incident Report (Supervisor's section)

B. Lost Time or Transitional Duty Notice

Forms to be completed by Witnesses

A. Delaware County Incident Report (Witness Section)

Qualifications for Driving on County Business

Perhaps the largest single liability exposure and definitely the highest frequency of liability losses is incurred by automobile accidents. Whenever an employee, including supervisors, managers, and appointing authorities, is driving a Delaware County owned or leased vehicle or his/her own vehicle on County business, the County is exposed to potential liabilities. The exposure is directly related to the employee's ability to operate the vehicle safely. Therefore, the following qualifications will apply to all employees while driving on County business:

- I. All drivers must be at least eighteen (18) years of age.
- II. All drivers must have a current, valid, Ohio driver's license that covers the type of vehicle to be operated (e.g. commercial driver's license, etc.). A copy of the license must be filed with the Human Resources Department. All drivers are required to report any suspension or revocation of their driver's license or any conviction of a major violation as defined in VI. below to the Insurance and Risk Coordinator immediately. Suspension or revocation of the employee's driver's license by the State of Ohio may be grounds for discipline, up to and including termination, if the employee no longer meets the job requirements for his/her

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position.

III. All drivers must be authorized by their appointing authorities to operate specific vehicles for county business on a Driver’s Record Form. The Driver’s Record Form must be filed with the Human Resources Department.

IV. A driver with two (2) moving violations or two (2) at fault accidents within a twelve (12) month period shall be placed on driving probation and suspended from driving on County business until the employee completes a remedial or defensive driving course at his/her own expense. A certificate of completion of the driving course must be placed with the employee’s Driver Record Form at the Human Resources Department prior to the employee resuming driving privileges. Failure to take and pass a remedial or defensive driving course may result in discipline, up to and including termination, if that employee no longer meets the job requirements for his/her position.

V. A driver with four (4) moving violations and/or three (3) at fault accidents within a twenty-four (24) month period shall not operate a County vehicle and may be disciplined, up to and including termination, if that employee no longer meets the job requirements for his/her position.

VI. Major violations, (e.g. violations that accumulate four (4) or more points under Ohio law such as reckless operation, driving under the influence, etc.), received off work shall be considered as two (2) moving violations.

VII. A driver convicted of reckless operation or driving under the influence of alcohol or drugs, both of which are unlawful actions, while driving on County business shall be subject to disciplinary action including immediate termination.

VIII. All drivers who use their personal vehicles on County business must comply with the above qualifications.

IX. For a personal vehicle to be used on County business, proof of insurance must be furnished prior to use. Delaware County’s insurance will act as secondary insurance coverage excess of the employee’s personal insurance when a personal vehicle is being used for County business if, and only if, the employee carries personal insurance with limits of insurance of at least \$100,000 for bodily injury per person; \$300,000 for bodily injury per occurrence; and \$100,000 for property damage per occurrence; or a combined single limit of \$300,000.

If this criteria is not met, the County’s insurance coverage will protect only its portion of any liability resulting from the use of personal vehicles.

Sick Leave Donation Policy (Revision)

| Subject | Effective | Supersedes | This Sheet | Total |
|----------------------------|-----------|---------------------------|------------|-------|
| Sick Leave Donation Policy | 6/28/2004 | 2-26-96 Resolution 96-162 | 1 | 2 |

1. Purpose

The intent of the sick leave donation policy is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee’s immediate family.

2. Scope

All eligible offices and departments of Delaware County.

3. Distribution

To all appointing authorities, offices, and departments of Delaware County.

4. Definitions

Serious Health Condition – Serious Health Condition will carry the same definition as “Serious Health Condition” within the Family & Medical Leave Act (that can be found within the Delaware County Family & Medical Leave Act Policy).

Immediate family - immediate family will carry the same definition as “immediate family” in Section 4.0 of the Sick Leave Policy of the Delaware County Employee Handbook.

5. Policy

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Leave Donation Program

Employee may donate accrued sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave and reports to the same appointing authority pursuant to the provisions of section 124.391 of the Revised Code and this policy. **The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a serious health condition as defined by the Family and Medical Leave Act of the employee or a member of the employee's immediate family.** The employee is eligible to receive sick leave donation for the length of time that he or she is covered by the Family and Medical Leave Act or would have been covered by FMLA if eligible and the employee is on an approved leave of absence.

A. An employee may receive donated leave up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

1. or a member of the employee's immediate family has a serious illness or injury;
2. has no accrued leave;
3. is on an approved leave of absence;
4. has applied for any paid leave, workers compensation, or benefits program for which the employee is eligible;
5. has applied for Family and Medical Leave;
6. has completed one (1) year of service with Delaware County
7. has provided written verification that the serious health condition exists, and
8. agrees to accept the leave under the terms of this policy and completes an "Application to Receive Donated Leave".

B. Employees may donate leave if the donating employee:

1. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
2. donates a minimum of eight hours;
3. retains a sick leave balance of at least one hundred twenty (120) hours. Sick leave shall be donated in the same manner in which it would otherwise be used, and
4. completes an "Application to Donate Leave".

C. The sick leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave but shall never be converted into a cash benefit.

D. Employees who wish to donate sick leave shall certify:

1. The name of the employee for whom the donated leave is intended;
2. The number of hours to be donated;
3. That the employee will have a minimum sick leave balance after donation of at least one hundred twenty (120) hours and
4. That the sick leave is donated voluntarily and the employee understands that the donated leave will not be returned.

E. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may with the permission of the employee who is need of leave or a member of the employee's immediate family inform employees of their co-workers critical need for leave donations from employees. The donation of sick leave shall occur on a strictly confidential and voluntary basis.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

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Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners