

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 6, 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

- 9:30 AM Elected Officials Meeting
- 10:30 AM Bid Opening Date And Time For Ashley Villa Formula FY'03 ADA Apartment Renovation Project (This Bid Opening Will Be Held At 240 S. Main St., Ashley, Ohio.)
- 1:30 PM Second Viewing For Sheets #318 Ditch Petition

PUBLIC COMMENT –REFER TO OFFICIAL CD OF MINUTES FOR COMPLETE COMMENTS AND DISCUSSION.

1. Margie Matthews

Ms. Matthews mentioned 5 topics of concern to the Commissioners.

- A. She likes the flower gardens around the buildings-maybe they should have horseshoe pits available around them.
- B. Is the Rutherford B. Hayes Services Building is paid for?
- C. How much money does Delaware County have?
- D. Will County residents be able to vote on having a new Courts building? Is having a new courts building a finished deal?
- E. Could the Commissioners place a tax on fast food to help pay for school funding.

Mrs. Martin and Mr. Ward talked about the 20/20 Committee, its recommendations and how it determined a guideline for the needs of the County.

Mrs. Martin pointed out to Ms. Matthew that the Board of Commissioners is only allowed to do what the ORC says they may do. Commissioners do not make law. Also, the Auditor’s Office may be able to answer some of her questions on taxes.

2. Commissioner James D. Ward

Mr. Ward wanted to mention a 9-1-1 service where people may register with the County’s 9-1-1 Department if they have a person at their home that is a disable individual. The information is recorded in the 9-1-1 systems and if a call is placed from the home the 9-1-1 staff is alerted to the condition that exist and prepares the responding medics.

Mr. Fisher noted this is not a new service and is advertised at the EMS/911 Fair Booth. At one time the information was found in local phone books but this is no longer the case.

RESOLUTION NO. 04-802

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 1, 2004 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held July 1, 2004 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-803

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR072:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR072, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Increases			
Weller & Associates	Perry Taggart	65511918-5415	\$ 64,256.10
Architecture	Plan Review	10011301-5301	\$ 10,000.00
RD Zande	Plan Review	10011301-5301	\$ 10,000.00

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Vouchers

ICI Networks LLC	Wireless Service	24820101-5320	\$	1,194.55
ICI Networks LLC	Wireless Service	10011303-5320	\$	5,375.46
ICI Networks LLC	Wireless Service	65211905-5320	\$	8,660.46
ICI Networks LLC	Wireless Service	65211919-5320	\$	8,660.46
ICI Networks LLC	Shipping	20315101-5331	\$	235.42
Boys Village Inc.	Cluster, Residential Treatment	22511608-5342	\$	5,301.00
Ford Lincoln Mercury	Truck Dog and Kennel	20411305-545045001	\$	15,043.82
Poggemeyer Design	Chip Grant Application	21011113-5301	\$	6,000.00

Memo Transfer Vouchers

From	To			
DJFS	FCFC	TANF Reimbursement	\$	21,649.19
22411601-5301	70161607-4501			
DJFS	Del Co Bd. Of Dev Disabilities	Board and Care	\$	11,250.00
10011501-5350	29519000-4539			

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

RESOLUTION NO. 04-804

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following travel request with the removal of The Environmental Services Department request that Rich Felton attend a Water Environment Federation Conference in New Orleans, Louisiana October 2 to 6, 2004, at the cost of \$2,301.00.

The EMS/911 Department is requesting that 18 Paramedics attend a Basic Trauma Life Support and Advanced Cardiac Life Support Instructor Update in Delaware, Ohio July 7 to 8, 2004, at the cost of \$290.00.

The Environmental Services Department is requesting an \$18.00 increase to Ross Bigelow's previously approved seminar request due a difference in the member rate and the non-member rate for registration. Original request was for \$40.00 not the correct \$58.00.

The Environmental Services Department is requesting a \$14.50 increase to Barry Bryant's previously approved seminar request due a difference in parking fees.

The Environmental Services Department is requesting that John Hickman and Mark Howard attend a Fuel Gas Code and Mechanical Piping Systems Seminar in Grove City, Ohio July 15, 2004, at \$110.00.

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

RESOLUTION NO. 04-805

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO THOSE DELAWARE COUNTY STUDENTS WHO PARTICIPATED IN THE OHIO ACADEMY OF SCIENCE DAY:

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

WHEREAS, the State of Ohio encourages students from across the state to participate in the annual State Science Day, and

WHEREAS, the following students were selected from Delaware County to participate in State Science Day 2004,

- Molly A. McCarrick- Big Walnut High School
- Kara J. Riggs- Big Walnut High School
- Bethany M. Weiss- Big Walnut High School

- John W. Gogle-Big Walnut Middle School
- Sherrie T. Kessler-Big Walnut Middle School
- Rachel A. Yoho-Big Walnut Middle School
- Andy R. Bregel-Big Walnut Middle School
- Natalie N. Conkle-Big Walnut Middle School
- Abigail A. Gilbert-Big Walnut Middle School
- Laura M. Moseley-Big Walnut Middle School
- Sara J. Predieri-Big Walnut Middle School
- Sierra D. Price-Big Walnut Middle School
- Loren A. Rosenbeck-Big Walnut Middle School
- Dan E. Williams -Big Walnut Middle School

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Gideon P. Steed– Buckeye Valley Local High School
Jared B. Steed– Buckeye Valley Local High School
Nathan J. Yaussy– Buckeye Valley Local High School

Ben M. Brittsan– Buckeye Valley Local Middle School
Whitnie L. Ullom– Buckeye Valley Local Middle School
Andrea N. Wigal– Buckeye Valley Local Middle School
Robert L. Zimmer– Buckeye Valley Local Middle School

Jeffery R. Atkinson-John C. Dempsey Middle School
Michael A. Austin-John C. Dempsey Middle School
Anne K. Bauer-John C. Dempsey Middle School
Stewart W. Carpenter-John C. Dempsey Middle School
Jemma L. Dougherty-John C. Dempsey Middle School
Kathryn L. Exline-John C. Dempsey Middle School
Reed C. Fogle-John C. Dempsey Middle School
Martha B. Johnson-John C. Dempsey Middle School
Carolyn R. MacNaughton-John C. Dempsey Middle School
Benjamin R. McDonald-John C. Dempsey Middle School
Katlin E. McNally-John C. Dempsey Middle School
Andrew R. Rea-John C. Dempsey Middle School
Brian J. Ufferman-John C. Dempsey Middle School

Elisabeth K. Lahrman-Olentangy Liberty Middle School
Timothy A. Stanfill-Olentangy Liberty Middle School

Emily A. Lanzillotta-Olentangy Shanahan Middle School
Erin M. Wilson-Olentangy Shanahan Middle School

Hailey K. Leatherman-St. Mary

Eric P. Dymerski– Village Academy Learning Unlimited

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to these students for participation in the State Science Day 2004.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates these students on their participation in State Science Day 2004. Their diligence and hard work have earned them the distinction of being selected to participate in this prestigious event.

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

RESOLUTION NO. 04-806

IN THE MATTER OF APPROVING PLATS FOR BRIDLESPUR PLACE SUBDIVISION AND DAVIS ACRES:

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

Bridlespur Place Subdivision

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Located In Part Of Farm Lots 15 And 16, Section 1, Township 3, Range 19, United States Military Lands, Being A 11.840 Acre Subdivision, There 9.657 Acres Out Of A 10.222 Acre Tract Conveyed To Frank E. And Susan E. Delgreco In Deed Book 437 Page 495, 0.247 Acres Of A 2.268 Acre Tract Conveyed To Frank E. And Susan In Deed Book 437 Page 504 All Of A 1.548 Acre Tract Conveyed To Frank E. And Susan E. Delgreco As Parcel 1 In Official Record Volume 0435, Page 1269 And All Of A 0.388 Acre Tract Conveyed To Frank E. And Susan E. Delgreco As Parcel 2 In Official Record Volume 0435, Page 1269; There Being 0.635 Acres In Farm Lot 15 And 11.205 Acres In Farm Lot 16. All References Being To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$12.00.

Davis Acres

Situated In The Township Of Kingston, County Of Delaware, State Of Ohio, And Being A Part Of Farm Lots 15 And 16, Quarter Township 4, Township 5, Range 17, United States Military Lands And Being The Same Tract Conveyed To Brian T. And Angel M. Davis As Described In Official Record 411, Page 1168 Of The Recorder's Records, Delaware, Ohio. Cost \$6.00.

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

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RESOLUTION NO. 04-807**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR SOUTH OLD STATE ROAD IMPROVEMENTS AT WILLOW SPRINGS NORTH SECTION 2:**

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

South Old State Road Improvements At Willow Springs North Section 2**SUBDIVIDER'S AGREEMENT**

THIS AGREEMENT made and entered into this 6th day of July 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**SOUTH OLD STATE ROAD IMPROVEMENTS AT WILLOW SPRINGS NORTH SECTION 2**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **FOUR HUNDRED SIXTY-EIGHT THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. Inspection fees in the amount of **TWENTY-EIGHT THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** will be deposited with the Delaware County Engineer. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2004**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should 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**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 04-808**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR OAKS AT HIGHLAND LAKES PHASE 5 AND GRAND OAK SECTION 2, PHASE B:**

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

Oaks at Highland Lakes Phase 5

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2004 construction season.

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In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$58,700** for the duration of the one year maintenance period. A Bond in that amount is available. The Engineer also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes. A letter authorizing cancellation of the construction surety is available for your approval.

Grand Oak Section 2, Phase B

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$37,000** for the duration of the one year maintenance period. A Bond in that amount is in place. The Engineer also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

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

RESOLUTION NO. 04-809

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
U04102	Ohio Edison	Manley Road	Relocate poles/wires
U04104	Consolidated Electric	Needles Road	Bore road

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

RESOLUTION NO. 04-810

IN THE MATTER OF APPROVING AN APPROPRIATION AND PAYMENT TO MOTOROLA CORPORATION FOR THE INSTALLATION OF A COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

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

WHEREAS, the Delaware County Board of Commissioners approved a contract with Motorola Corporation for the purchase and installation of a digital 800 MHz countywide radio system that will provide interoperability among all public safety users, and

WHEREAS, Motorola and County representatives have completed the system design review process; and

WHEREAS, this step results in the completion of a contract milestone;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the appropriation, purchase order and voucher for Account 4111421, Object Code 5450 in the amount of \$1,168,403.80.

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

RESOLUTION NO. 04-811

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY MANAGEMENT SERVICES:

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

Transfer of Appropriation		Amount
From	To	
21511315-5450	21511315-5320	\$ 10,000.00
FY03Part1/Equipment	FY03 Part 1/Data Processing Services	

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

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RESOLUTION NO. 04-812**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VILLAS AT WOODCUTTER:**

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

Villas At Woodcutter	1,440 feet of 8 inch sewer	8 manholes				
Vote on Motion	Mr. Jordan	Aye	Mrs. Martin	Aye	Mr. Ward	Aye

RESOLUTION NO. 04-813**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR GLEN OAK SECTION 3, PHASE B AND KILLDEER MEADOWS SECTION 2:**

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

Glen Oak Section 3, Phase B

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

THIS AGREEMENT executed on this 6th day of July 2004, by and between DOMINION HOMES INC., as evidenced by the GLEN OAK SECTION 3, PHASE B Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$120,950, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 41 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 (\$81,600) 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 \$5720, 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:

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INSPECTOR \$70.00
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 \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Killdeer Meadows Section 2

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

THIS AGREEMENT executed on this 6th day of July 2004, by and between HOMEWOOD CORPORATION, as evidenced by the KILLDEER MEADOWS SECTION 2 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 \$123,900, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 42 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$106,162) 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.

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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 \$8493, 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 \$70.00
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 \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

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

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

RESOLUTION NO. 04-814

SETTING BID OPENING DATE AND TIME FOR SHAWNEE SQUARE WASTEWATER TREATMENT PLANT REMOVAL & DISPOSAL:

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

ADVERTISEMENT FOR BIDS

SEALED BIDS for SHAWNEE SQUARE WASTEWATER TREATMENT PLANT REMOVAL & DISPOSAL will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners until **2:00 o'clock PM local time August 4, 2004**, and then at said Office publicly opened and read aloud.

The Bidder shall furnish remove and dispose of the Shawnee Square Wastewater Treatment Plant and reclaim the site.

THE CONTRACT DOCUMENTS may be examined at the following locations:

Delaware County Sanitary Engineer's Office
50 Channing Street
Delaware, Ohio 43015

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of Delaware County Sanitary Engineer's, free of charge.

The Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

INFORMATION FOR BIDDERS

Each BID must be submitted in a sealed envelope, addressed to the OWNER'S Office. Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR SHAWNEE SQUARE WASTEWATER TREATMENT PLANT REMOVAL & DISPOSAL, and the envelope should bear on the outside the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER.

ALL BIDS must be made on the forms contained herein and the BID prices must be written therein, in figures only. The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

The party to whom the contract is awarded will be required to execute the Agreement within 10 (ten) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The BIDDER is required to examine carefully the CONTRACT DOCUMENTS. The submission of a BID shall be considered prima facie evidence that the BIDDER has made such examination and is satisfied as to the conditions which will affect the WORK.

The BIDDER shall employ supervisory personnel on this project that have two (2) or more years of experience.

The BIDDER is required to have a business office located in Delaware County.

The OWNER may made such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. In determining the award, consideration will be given to (a) whether

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BIDDER maintains a permanent place of business in Delaware County, (b) suitability of the BIDDER'S personnel, (c) BIDDER'S financial status and organization, (d) BIDDER'S record of experience, and (e) lowest and best BIDDER as defined above. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

The OWNER reserves the right to reject any and all BIDS.

If a bid is more than 20% lower than the next lowest bid, the low BIDDER may be required to submit a list of three (3) similar projects that were successfully completed by the BIDDER in the last five (5) years.

The ENGINEER is the Delaware County Sanitary Engineer. His address is 50 Channing Street, Delaware, Ohio, 43015.

Each BIDDER is required to state in his BID his name and address and the names of all persons interested with him; in the case of a corporation, the names of other than the President and Secretary need not be given.

The successful BIDDER will be required to execute and submit a noncollusion Affidavit after the opening of BIDS and before the award.

If any person contemplating submitting a BID for the proposed PROJECT is in doubt as to the true meaning of any part of the CONTRACT DOCUMENTS, he may submit to the Delaware County Commissioners a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the CONTRACT DOCUMENTS will be made only by ADDENDUM duly issued and a copy of such ADDENDUM will be mailed or delivered to each person receiving a set of such CONTRACT DOCUMENTS. The awarding authority will not be responsible for any other explanations or interpretations of the CONTRACT DOCUMENTS. When a SPECIAL SPECIFICATION is included in the BIDDING FORMS, it shall supplement and/or modify the SPECIFICATIONS included herein and shall govern whenever there is a conflict in meaning.

We are advised that materials to be incorporated in this work may be purchased by the CONTRACTOR free of the Ohio State Sales Tax.

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

RESOLUTION NO. 04-815

IN THE MATTER OF ACCEPTING ADDENDUM B OF THE SANITARY SEWER CAPACITY RETENTION AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND DELAWARE TREATMENT FACILITIES, LLC:

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

WHEREAS, The Delaware County Board of Commissioners entered into an agreement with Delaware Treatment Facilities, LLC on May 27, 2004. And;

WHEREAS, This agreement entails identification of sewer service areas by Delaware Treatment Facilities, LLC.

WHEREAS, A plan was delivered on June 22, 2004 which identified two areas referred to as, "Lower Scioto Service Area" and, "Central Alum Creek Service Area".

WHEREAS, This plan is identified as, "Addendum B" of the subject agreement, filed in the Environmental Services Division Contract File and available for view.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, accept Addendum B of the Sanitary Sewer Capacity Retention Agreement Between The Delaware County Commissioners and Delaware Treatment Facilities, LLC.

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

RESOLUTION NO. 04-816

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR CONVEYANCE AND APPLICATION OF SLUDGE IN SUPPORT OF THE DELAWARE COUNTY WASTEWATER TREATMENT OPERATIONS:

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

WHEREAS, Delaware County received four bids for conveyance and application of sludge June 14, 2004. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Synagro Midwest, Inc. has been determined to be the lowest and best bid.

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NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Synagro Midwest, Inc. for conveyance and application of sludge in support of the Delaware County wastewater treatment operations.

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

RESOLUTION NO. 04-817

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new motor vehicle to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Water Reclamation Department to expend county monies for the purchase of one (1) new Combination High Pressure Jet Vacuum Sewer Cleaning Truck; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

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

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one (1) new Combination High Pressure Jet Vacuum Sewer Cleaning Truck for use by the Water Reclamation Department

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one (1) for use as a replacement for an aged and obsolete jet truck.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicles is Sterling chassis (alternate – International Truck) with Aquatech B10 equipment and that the estimated cost of said purchase or lease will be \$192,649.95.

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

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

RESOLUTION NO. 04-818

SETTING DATE AND TIME FOR REQUEST FOR STATEMENT OF QUALIFICATIONS FOR ENGINEERING DESIGN CONSULTANT SERVICES TO ASSIST THE COUNTY IN THE PLANNING AND DESIGN OF ITS WASTEWATER RESIDUALS TREATMENT AND DISPOSAL FACILITIES:

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

**PUBLIC NOTICE
Request for Statement of Qualifications
Engineering Design Consultant Services
Delaware County, Ohio Commissioners**

The Delaware County Commissioners wish to receive Statements of Qualifications (SOQ) from experienced consulting engineering firms to assist the County in the planning and design of its Wastewater Residuals Treatment and Disposal Facilities as outlined in conclusions and recommendation's (attached) of the Residual's Master Plan, May 2004, including site recommendations for solids storage and cost/rate recommendations.

Statements of Qualifications will be received at the Delaware County, Alum Creek Water Reclamation Facility, 7767 Walker Woods Blvd, Lewis Center, OH 43035 until **10:15a.m. on July 23, 2004**. Submittals pursuant to this invitation will not be received after the hour and date stated above.

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Procedure

The Delaware County Commissioners intend to use a Quality Based Selection Process in accordance with the Ohio Revised Code.

The procedure for procurement of consulting services shall be:

1. Public notice requesting statements of qualifications (SOQ).
2. Submission of statements of qualifications (SOQ). Original and two copies to be submitted by 10:15 a.m. on August 13, 2004.
3. Evaluation and review of SOQ (Clarification interviews may be scheduled with firms).
4. Scope of Services to short listed consultants (minimum of three selected) on or about September 10, 2004.
5. Submission of proposals by short listed consultants. Original and two copies to be submitted by 12:00 noon on October 15, 2004 or as otherwise announced.
6. Evaluation and review of proposals..
7. Selection and notification of successful firm. Estimated date November 12, 2004
8. Negotiation with selected firm.
9. Consultant authorized to proceed. Estimated date December 17, 2004

Evaluation of Statement of Qualifications

An Evaluation Committee approved by the Delaware County Commissioners will evaluate all Statements of Qualifications submitted. The Committee will select and rank no fewer than three firms considered to be most qualified using an evaluation form and criteria approved by the County. The consulting firm, partnership, association or corporation shall have civil engineering as its major discipline with architectural and other services available as needed. Any architectural and testing services may be provided in-house or through sub-contractual agreements. Qualifications of any sub-contractor(s) used to obtain qualifications in the various areas are to be included in the firm's SOQ. Should the Evaluation Committee require revisions of additional information, equal opportunity shall be provided to all offers. The Committee's consensus evaluation and ranking shall be submitted to the Delaware County Commissioners for approval and processing. Evaluation of the qualifications will be based upon, but not limited to, the following criteria:

Statement of Qualification Evaluation Criteria

1. Competence of the offeror to perform the required service as indicated by:
 - a) State of the art, flexibility and expandability of the organization to meet Delaware County's current and future needs.
 - b) Training and education.
 - c) Experience of the offeror's personnel who will be assigned to the work.
2. Ability of the offeror to perform the required service competently and expeditiously as indicated by offeror's:
 - a) Workload.
 - b) Availability of necessary personnel.
 - c) Equipment and facilities.
3. Past performance of the offeror as reflected by the evaluation of Delaware County and other clients (to include name, location, and brief description of similar services provided).
 - a) Quality of work.
 - b) Success in controlling cost.
 - c) Success in meeting contract deadlines.
4. Location of office.

Content of Consultant's Statement of Qualifications:

Statement of Qualifications should include but is not limited to the following:

1. Name of firm, address and telephone number.
2. Names, qualifications, and experience of principals and key personnel who are to be assigned the project. Provided detailed information on these individuals so as to indicate their availability to the project. This information should include but not be limited to the following for each individual.
 - a) Number and types of projects in which individuals are involved.
 - b) A graphical or tabular representation of hours available for key personnel.
 - c) Key personnel being defined as project engineers, design engineers, designers, and other professionals needed by the project.
3. Number and composition of staff available for the project, including a table of professional, technicians, administrative, and clerical.
4. Name of responsible firm member and project manager.
5. Project statement as determined by consultant.
6. Listing of all sub-consultants whose qualifications are being used to obtain qualifications in any of the areas identified.
7. A statement of the firm's overall operating philosophy and organizational characteristics.
8. An outline of the firm's Quality Assurance or Quality Management Program.

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

RESOLUTION NO. 04-819

IN THE MATTER OF REVISING THE SICK LEAVE POLICY ADOPTED JUNE 28, 2004, TO CLARIFY THE INTENT OF THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

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

Whereas, the Board of Commissioners of Delaware County, State of Ohio, resolved to adopt a policy for sick leave accrual, usage, and payout on June 28, 2004; and

Whereas, the intent of the Board of Commissioners of Delaware County, State of Ohio, is to pay out a severance benefit to employees who meet the requirements for a disability or service retirement and have at least 10 years of service with the state, any political subdivision of the state, or any combination of such service, a total value of the sick leave, earned with Delaware County and another political subdivision combined, not to exceed the value of 60 days paid leave;

Therefore be it resolved by the Board of Commissioners, State of Ohio, to revise and clarify the Sick Leave Policy by adding the following sentence as the first sentence of the last paragraph of Section 5.0(L), "The total value of the sick leave paid under this policy, earned with Delaware County and another political subdivision combined, as severance pay shall not exceed the value of 60 days paid leave."

Sick Leave Policy

Subject	Effective	Supersedes	This Sheet	Total
Sick Leave Policy	6/28/2004	Employee handbook (Effective October 2001)	1	7

1.0 Purpose

To establish a consistent method of authorizing employee sick leave, allowing proper uses of sick leave and eliminating inappropriate use or abuse of sick leave.

2.0 Scope

This policy shall be distributed to all departments operating under the authority of the Delaware County Board of Commissioners.

3.0 Distribution

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

4.0 Definitions

Full-time employee means an employee whose regular hours of work total eighty (80) hours in a pay period or any other schedule considered full-time by bargaining agreement or resolution of the Board of Commissioners.

Part-time employee refers to an employee whose regular hours of work total less than eighty (80) hours in a pay period.

Base rate of pay indicates the employee's regular rate of pay.

"Immediate family" for purposes of sick leave includes: grandparents, brothers, sisters, parents, spouse, children, grandchildren, and a legal guardian or other person who stands in the place of a parent (in loco parentis) to the employee. The definition of "family" is slightly expanded for Bereavement Leave described in 5.0 (F).

The term "active" and/or "paid status" refers to the conditions under which an employee is eligible to receive pay, including but not limited to hours worked, hours on vacation, hours on holiday, hours of compensatory time, hours on paid sick leave and hours derived from the Sick Leave Donation Program and administrative leave with pay.

5.0 Policy

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A. Focus of Sick Leave

Sick leave is a benefit provided to public employees to aid them in offsetting the financial burden of illness. Employees are expected to be in attendance daily, and sick leave is only to be used in cases of illness, pregnancy, injury, exposure to communicable disease, or illness, injury, or death in the employee's immediate family. Sick leave is a form of insurance and is not intended to be "extra days off". Just as an employee would only claim health insurance benefits when actually ill and needing treatment, an employee may only use sick leave when incapacitated by illness, injury or as otherwise provided in this policy.

B. General Information

Each County employee earns 4.6 hours of paid sick leave upon completion of each 80 hours of work on paid status. Employees working less than 80 hours will have their sick leave accrual prorated. Unused sick leave shall be cumulative without limit.

An employee may use sick leave as it is earned without any waiting period if the reason for use complies with Ohio law and with the prior approval of his/her supervisor. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal schedule work hours or workweek earnings. Sick leave shall be used in minimum increments of one-quarter (0.25) hour.

If an employee is on unpaid leave status, that employee is not entitled to accrue sick time, vacation or service time until he/she returns to his/her position or a similar position.

C. Appropriate Uses of Sick Leave

Per Section 124.38 of the Ohio Revised Code, an employee may use sick leave, provided a credit balance is available, upon approval from immediate supervisor, for absences due to:

- Illness or injury of the employee or a member of his or her immediate family;
- Pregnancy, childbirth, or related medical conditions;
- Exposure to contagious diseases that could be communicated to other employees; and
- Medical, dental, psychological, or optical examinations of employee or employee's immediate family that cannot be scheduled outside of normal working hours.

During pregnancy, accrued sick leave may be used during the period of the employee's medical disability.

D. Notification

An employee requesting sick leave is required to contact his or her immediate supervisor as soon as possible but no later than one-half (1/2) hour after the employee's regularly scheduled start time to inform him/her as to the nature and reason for the sick leave request unless emergency conditions prevent such notification. The employee making the request must personally speak with his or her immediate supervisor unless the employee is unable to communicate himself or herself. It is not permissible for anyone other than the employee to contact the supervisor, to leave a voice mail message or leave a message with another person in the office/department. If the immediate supervisor is not available, the employee shall contact the next higher supervisor, the department head, director, or appointing authority.

If the employee is aware, in advance, that he or she must request sick leave, the employee must complete the appropriate leave form and submit it to his or her immediate supervisor for approval. For extended leaves with or without pay an Employee Action Form must be submitted and signed by the supervisor. If the employee is or will be hospitalized, then a physician's certificate must accompany the Employee Action Form. If the employee is not aware in advance of his sick leave qualifying event, the employee shall complete the appropriate leave form upon his/her return to the workplace.

The employee is required to complete the appropriate FMLA notification forms and an employee action form requesting leave when an FMLA qualifying event occurs and/or when the employee learns that a FMLA qualifying event will occur. Please refer to the FMLA Policy for more information.

In the event that the employee does not report to work for three (3) consecutive working days and does not provide notification or communication of the absence, the employee will be considered as voluntarily quitting his/her position. In the event the employee was prevented from giving notification or communication of the absence by no fault or cause of his/her own, the County will reinstate the employee with no loss of standing or time upon presentation of evidence establishing such grounds.

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E. Physician's Certification

A physician's certificate specifying the employee's eligibility to work and/or the probable date of recovery will be required when an employee has been absent for more than three (3) consecutive days.

Delaware County may also require an employee to provide a physician's certificate for any absence and/or require the employee be examined by a physician selected by the County in order to verify the legitimacy of the illness, proper use of sick leave and/or the employee's ability to perform the essential functions of his/her position.

F. Bereavement

An employee may use sick leave for a reasonably necessary time, in no event to exceed five (5) days, for bereavement purposes for the death of a member of the employee's family defined as follows: an employee's spouse, parents, children, grandparents, siblings, grandchildren, in-laws, step children, step-siblings, or a legal guardian or other person who stood in the place of a parent (in loco parentis). For funeral attendance purposes in the event of the death of a person who is not a member of the employee's immediate family, including other family members (e.g. aunts, uncles, niece/nephew and cousins of any degree) and friends, an employee may not use sick leave, but may use another type of leave such as vacation leave or compensatory time, if such leave is available to the employee.

G. Use of Vacation and/or Compensatory Time

Vacation leave and compensatory time may be used for absences that could properly be covered by sick leave, at the employee's request and with the approval of the immediate supervisor, once sick leave hours have been exhausted. If an employee has no remaining sick leave, vacation or compensatory time, then the employee may request and, at the discretion of the appointing authority, a personal leave of absence without pay may be granted for up to six (6) months.

H. Family Medical Leave Act (FMLA) (Refer to the FMLA Policy for additional information.)

Under the Family Medical Leave Act policy (effective 10/01/00), the following provisions apply to employees on FMLA leave:

- Employees shall not utilize sick leave to be substituted for FMLA leave unless the situation involves a serious health condition;
- Any employee may choose to utilize his or her compensatory time for FMLA leave but Delaware County cannot require an employee to substitute compensatory time for unpaid FMLA leave;
- Employees shall run paid leave concurrently with unpaid FMLA leave in the following order:
 1. For the birth and care of the newborn child of the employee.
 - a. 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;
 2. For placement with the employee of a son or daughter for adoption or foster care.
 - a. vacation and compensatory time shall be utilized until exhausted or until employee returns to work;
 3. To care for an immediate family member of the employee with a serious health condition or for the employee's own serious health condition.
 - a. sick leave shall be utilized until exhausted or until the employee or until immediate family member no longer has the serious health condition; then
 - b. employees may elect to use compensatory leave until accrued time is exhausted or until the employee or immediate family member no longer has the serious health condition; then
 - c. all accrued vacation is utilized until exhausted or until the employee or immediate family member no longer has the serious health condition.

I. Fraudulent Use and Abuse of Sick Leave

Employees will be subject to disciplinary action up to and including termination for inappropriate and/or fraudulent use of sick leave, including but not limited to the following: fraudulently obtaining sick leave; falsifying sick leave request; documentation of records; misrepresenting the grounds for a sick leave request; or using sick leave for an improper purpose. Using sick leave for purposes including but not limited to vacation, travel or recreation purposes, or to pursue or maintain other employment, will be deemed an inappropriate and/or fraudulent use of sick leave that will subject the employee to discipline up to and including termination.

An employee who is no longer able to perform the essential functions of his or her position may not

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exhaust accrued sick leave when that employee does not intend to return to work. Instead, the employee must go on disability separation status (voluntary or involuntary), take disability retirement, resign, or otherwise be terminated from employment.

J. Prior Service

The previously accumulated sick leave balance of an employee who has been separated from the public service with a political subdivision of the State of Ohio, for which separation payments pursuant to the provisions of section 124.384 of the Revised Code have not been made, shall be placed to the employee's credit upon the employee's reemployment in the public service, if the reemployment takes place within ten years of the date on which the employee was last terminated from public service if the employee did not retire from prior public service.

To be credited with previous public service from a political subdivision of the State of Ohio other than Delaware County, the employee must obtain a Prior Public Employment Service Time form from the Human Resources Department and forward it to his or her prior employer(s) to be completed and returned to the Human Resource Department. Once the Human Resources Department has received the completed Prior Public Employment Service Time form, an Employee Action Form will be completed and forwarded to the employee for verification and approval. Upon receipt of the approved Employee Action Form, the Human Resources Department will forward to the Auditor's office, which will in turn, recognize and combine prior public service with Delaware County service time according to County policy.

The use of sick leave will first be applied against the balance accrued with Delaware County. If an employee uses all of the accrued sick leave balance accrued with Delaware County, the employee may use the accrued sick leave balance transferred from the state of Ohio or another political subdivision of the state of Ohio.

K. Sick Leave Donation Program (Refer to the Sick Leave Donation Policy for additional information.)

The Sick Leave Donation Program may also be utilized to maintain an employee's active status. The Sick Leave Donation Program enables an employee to voluntarily "donate" accrued sick time to the employee that has exhausted all means of paid leave time (sick, vacation, compensatory). In order to be eligible for the Sick Leave Donation Program, the employee requesting the donation must **be approved for leave with or without pay and** complete an Application to Receive Donated Sick Time and must meet specific criteria laid out within the Sick Leave Donation Program.

L. Retirement Severance Payment

An employee may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of his accrued, but unused, sick leave balance accumulated with Delaware County. The total value of the sick leave paid, earned with Delaware County, as severance pay shall not to exceed the value of 60 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

An employee who has a sick leave balance that has accumulated with the state of Ohio, or any other political subdivision of state, may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of his accrued, but unused, sick leave. The total value of the sick leave paid, earned with another political subdivision, as severance pay shall not to exceed the value of 30 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

To qualify for this severance benefit, the employee must meet the requirements for a disability or service retirement and have at least 10 years of service with the state, any political subdivision of the state, or any combination of such service.

The total value of the sick leave paid under this policy, earned with Delaware County and another political subdivision combined, as severance pay shall not exceed the value of 60 days paid leave. Payment for sick leave will eliminate all sick leave credit accrued by the employee at that time.

M. Death of Employee

Upon the death of an employee, unused accumulated sick leave shall be paid to the employee's spouse, children, or parents, if any, in that order, or to his/her estate. Payment for sick leave accumulated while in the employ of Delaware County shall be based on the employee's straight-time hourly rate in effect at the time of death and will be paid in cash for one-fourth of the value of his accrued, but unused, sick leave balance, with no limit.

Payment for sick leave accumulated with the state of Ohio, or any other political subdivision of state

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will be paid in cash for one-fourth of the value of his accrued, but unused, sick leave. The total value of the sick leave earned with another political subdivision, shall not exceed the value of 30 days paid leave. The payment shall be based on the employee's rate of pay at the time of death

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners