

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 30, 1999**

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

Present: James Ward , Deborah Martin, Donald Wuertz

10:00 AM Bid Opening for Troutman Road Reconstruction Project

Shelly and Sands \$146,744.00

Estimate \$150,800.00

2:00 PM - EXECUTIVE SESSION

RESOLUTION NO. 99-718

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL
MATTERS O. R. C. 121.22 (G)(1) TO CONSIDER THE APPOINTMENT, EMPLOYMENT
DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC
EMPLOYEE OR OFFICIAL... AT 2:00 PM:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session.

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

RESOLUTION NO. 99-719

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 4:10 PM:

It was moved by Mrs. Martin seconded by Mr. Ward to adjourn out of Executive Session:

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

RESOLUTION NO. 99-720

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETING HELD AUGUST 23, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held August 23, 1999, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

RESOLUTION NO. 99-721

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 250207
THROUGH 250673:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 250207 through 250673 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 99-722

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Commissioners are requesting that for David Cannon attend the GFOA Annual Conference at Cleveland on September 15 through September 17, 1999, in the amount of \$595.00.

Clerk of Courts is requesting that Betty Porter, Sandra Cramer and Paula Keefer attend the Manufactured Homes Seminar at Plain City on September 8 in the amount of \$162.00.

Administrative Services is requesting that Christine Shaw attend the Daniel Burrus Seminar and Luncheon at Cincinnati on October 18, 1999, in the amount of \$35.00.

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

RESOLUTION NO. 99-723

IN THE MATTER OF AUTHORIZING THE APPLICATION FOR FAIR GROUNDS CAPITAL IMPROVEMENT GRANT FUNDS FROM THE STATE OF OHIO:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize the submittal of an application for Fair Grounds Capital Improvement Grant Funds from the State of Ohio.

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

RESOLUTION 99-724

IN THE MATTER OF APPROVING SUBDIVISION PLAN FOR RIVER BEND 6:

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

River Bend 6

Part of Farm Lots 16 and 17 Section 3, Township 3N, Ranges 18W United States Military Lands, Orange Township, Delaware County, State of Ohio

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

RESOLUTION 99-725

IN THE MATTER OF APPROVING SUBDIVIDER PLAN FOR LIBERTY LAKES SECTION 3:

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

Liberty Lakes Section 3

THIS AGREEMENT executed on this 30 day of August 1999, between **BOSTON DEVELOPMENT COMPANY** as evidenced by the **LIBERTY LAKES SECTION 3** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved August 11, 1999 in the amount of \$575,200.00, 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 all improvements.

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

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

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and

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alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

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

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

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ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION 99-726

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR RIVER BEND SECTION 2, PHASES 1 & 2:

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

River Bend Section 2, Phases 1 & 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$239,552 and a bond in that amount is provided to cover the bonding of this project

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

RESOLUTION 99-727

IN THE MATTER OF ACCEPTING ROADS IN WOODS OF CROSS CREEK:

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

Woods at Cross Creek – Orange Township

- **Cross Creek Court**, to be known as **Township Road Number 848**

Return the Letter of Credit being held as maintenance surety to the developer, Preferred Estate Investments, Inc.

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

RESOLUTION NO. 99-728

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN WOODS OF CROSS CREEK:

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize stop conditions at the following location:

Woods of Cross Creek

- On Township Road Number 848, Cross Creek Court, at its intersection with Township Road Number 114, Orange Road

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

RESOLUTION NO. 99-729

IN THE MATTER OF ACCEPTING BONDING FOR HIGHLAND LAKES NORTH SECTION 6, PART 1, WALKER WOOD SECTION 2, PART 2, WALKER WOOD SECTION 4, BIG FARMS SECTION 8, MEADOWS AT CHESHIRE SECTION 3, PART 1:

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

Highland Lakes North Section 6, Part 1

The roadway construction of Highland Lakes North Section 6, Part 1 has been completed and as the result of the recent field review, personnel at the Engineer’s Office have determined that minor remedial work, will be required during the 2000 construction season. In accordance with the Subdivider’s Agreement, it is recommended that the maintenance bond be set at \$20,100 for the duration of the one year maintenance period. Maintenance Bond is provided.

Walker Wood Section 2, Part 2

The roadway construction of Walker Wood Section 2, Part 2 has been completed and as the result of the recent field review, personnel at the Engineer’s Office have determined that minor remedial work, will be required during the 2000 construction season. In accordance with the Subdivider’s Agreement, it is recommended that the maintenance bond be set at \$17,300 for the duration of the one year maintenance period. Maintenance Bond is provided.

Walker Wood Section 4

The roadway construction of Walker Wood Section 4 has been completed and as the result of the recent field review, personnel at the Engineer’s Office have determined that minor remedial work, will be required during the 2000 construction season. In accordance with the Subdivider’s Agreement, it is recommended that the maintenance bond be set at \$21,200 for the duration of the one year maintenance period. Maintenance Bond is provided.

Big Bear Farms Section 8

The roadway construction of Bog Bear Farms Section 8 has been completed and as the result of the recent field review, personnel at the Engineer’s Office have determined that minor remedial work, will be required during the 2000 construction season. In accordance with the Subdivider’s Agreement, it is recommended that the maintenance bond be set at \$72,875.79 for the duration of the one year maintenance period. Maintenance Bond is provided.

Meadows at Cheshire Section 3, Part 1

The roadway construction of Meadows at Cheshire Section 3, Part 1 has been completed and as the result of the recent field review, personnel at the Engineer’s Office have determined that minor remedial work, will be required during the 2000 construction season. In accordance with the Subdivider’s Agreement, it is

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This agreement executed on this 30 day of August, 1999, by and between DOMINION HOMES SUBDIVIDER as evidenced by the PIATT MEADOWS PHASE 2 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 \$61,950.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 21 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 (\$74,647.70) 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 for 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 \$5,225.00 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 result of charges against the same at the rate of :

INSPECTOR \$40.00
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 \$0.25 per foot of sewer which will be deducted to cover the one year re-inspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways 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.

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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 Autocade DWG files or DXF files.

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

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

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

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

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

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

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

RESOLUTION 99-735

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES :

It was moved by Mr. Ward, seconded by Mr. Wuertz to certify the Sanitary Sewer Capacity Charges as follows:

26 W. Olentangy St. , Powell, Ohio

In the amount of \$2,400.00 with \$902.40 finance charge (pro-rated over a 10 year period) making total of \$3,302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

240 S. Liberty St. , Powell, Ohio

In the amount of \$2,400.00 with \$902.40 finance charge (pro-rated over a 10 year period) making total of \$3,302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

Vote to Motion Mr. Wuertz Aye Mr. Ward Aye Mrs. Martin Abstained

RESOLUTION NO. 99-736

IN THE MATTER OF CHANGE ORDER # 6 WITH DECKER CONSTRUCTION COMPANY FOR WALKER WOOD SECTION 1:

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

Change to Contract Price:

Original Contract Price	\$828,100.92
Current Contract Price	\$962,984.07
Change to Contract Price	\$ 20,233.25

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New Contract Price \$983,217.32

Change to Contract Time:

The contract time will be increased by 122 calendar days. The date for completion of all work will be August 15, 1999.

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

RESOLUTION NO. 99-737

IN THE MATTER OF AUTHORIZING THE YEAR 2000 LITTER GRANT APPLICATION TO ODNR:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize the submittal of an application for the 2000 Recycle, Ohio! Recycling and Litter Prevention Grant and authorize Donald E. Wuertz to sign on behalf of the Board.

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

RESOLUTION NO. 99-738

IN THE MATTER OF APPROVING THE SERVICE AGREEMENT BETWEEN DELAWARE COUNTY COMMON PLEAS COURT INTENSIVE SUPERVISION PROBATION OFFICE AND TRANSITIONS COUNSELING, LLC.

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

This agreement is made between the Delaware County Common Pleas Court Intensive Supervision Probation Office and Transitions Counseling, LLC.

The purpose of this agreement is to specify the development, delivery, coordination and payment for professional services rendered by Transitions Counseling, LLC, for the Delaware County Common Pleas Court Intensive Probation Project.

Transitions Counseling, LLC, is a private counseling practice located at 145 West William Street, Suite A, Delaware, Ohio, 43015, (740) 363-8370. This partnership was formed by Beth Erb, Licensed Independent Social Worker, and Lucy Hunter, Licensed Professional Clinical Counselor. Both are trained at the Masters level and have experience counseling the "high-risk/high-need" population.

Transitions Counseling, LLC, will develop a treatment program specifically for the needs of the Intensive Supervision probationer. The program will include components of consultation, individual counseling and group counseling within a Cognitive Behavioral Therapy approach.

Once identified by the Intensive Probation Project Director, probationers will be expected to contact Transitions Counseling, LLC, to start the treatment process. Probationers will be expected to sign a Release of Information Form, to facilitate communication and coordination of services between Transitions Counseling, LLC, and the Project Director and/or supervising officer. The information, to be provided on a regular basis and in written form, will include such general items as attendance, goals and progress achieved. Confidentiality regarding specific personal information will be maintained unless it relates to violations of the criminal laws of Ohio. Transitions Counseling, LLC, agrees to be available to testify in court, with prior notification, and in those instances where documentation previously submitted regarding participation and/or progress of a particular probationer, is not sufficient.

Following identification and referral by the Intensive Probation Project Director, Transitions Counseling, LLC, will determine whether the probationer might benefit from treatment. If Transitions Counseling, LLC, determines the probationer probably would not benefit from treatment, a report, with recommendations, would be completed and submitted to the Intensive Probation Project Director. If Transitions Counseling, LLC, determines the probationer could benefit from treatment, the probationer would be scheduled for individual or group counseling, as appropriate.

Length of treatment and number of sessions provided to each probationer will be determined by Transitions Counseling, LLC, with the agreement of the Project Director.

Group sessions will last one and one half-hours (1 1/2), and include no fewer than four and no more than ten probationers at a time. Groups will begin on or about 60 days after this agreement is signed. The groups will be conducted at the Intensive Supervision Office, 137 North Sandusky Street, Delaware, Ohio. A member of the Intensive Supervision staff will be on site while the group is being conducted.

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In the event a probationer fails to attend scheduled appointments, or cancels an

appointment with less than a twenty four (24) hour notice to Transitions Counseling, LLC, Delaware County Intensive Supervision will be responsible for payment of the session.

Transitions Counseling, LLC will submit a bill at the end of each thirty (30) day period for services rendered during that time. Delaware County Common Pleas Intensive Supervision Project will submit payment of the prior months' bill within thirty (30) days after receiving the bill.

Transitions Counseling, LLC, will provide individual counseling at a cost of \$65.00 per session, group counseling will cost \$20.00 per individual per session. There will be a one time \$1,000 development fee to be paid upon the signing of this agreement. The maximum amount which may be expended within a twelve month period is \$15,000.

This agreement shall be effective on **September 1, 1999**. It shall be for a term of one year, and expire on **September 1, 2000**. The Agreement shall automatically renew for a term of one year unless either party notifies the other in writing of its desire to terminate the Agreement at least sixty days prior to its expiration.

This Agreement does not establish nor imply an employer/employee relationship. Transitions Counseling, LLC, will remain an independent contractor.

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

RESOLUTION NO. 99-739

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-2410-020	Court of Appeals	\$ 1,136.63
001-3360-040	Sheriff Court Security	\$ 23,000.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-2410-015 Court of Appeals-Mat & Sup	001-2410-020 Court of Appeals-Srvs & Chrgs	\$ 2,000.00

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

RESOLUTION NO. 99-740

IN THE MATTER OF ANNEXATION HEARING OF 20.153 ACRES IN CONCORD TOWNSHIP, TO VILLAGE OF SHAWNEE HILLS:

Mr. Wuertz opened the Public Hearing at 7:40 PM.

Mr. Ward moved to continue the hearing until September 7, 1999, at 8:30 p.m. Mrs. Martin seconded.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

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Donald Wuertz

Letha George, Clerk to the Commissioners