

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 22, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

RESOLUTION NO. 99-230

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETINGS HELD MARCH 15, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, March 15, 1999.

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

PUBLIC COMMENT

Mr. Tom Price gave a brief presentation on the progress of the Farmland Preservation Committee.

RESOLUTION NO. 99-231

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 237343
THROUGH 238181:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 237343 through 238181 on file in the office of the Delaware County Commissioners

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

RESOLUTION NO. 99-232

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following travel expense requests.

Auditor is requesting that David Yost attend the Auditor’s Conference at Columbus, on April 12 through April 15, 1999, in the amount of \$188.

Juvenile Court is requesting that Dawn Pittman attend a conference on Negativity in the Workplace on May 13, 1999, in the amount of \$255.00.

Juvenile Court is requesting that Erin Givens attend Divorce/Custody/Visitation Mediation Training at Columbus, on April 22 through April 30, 1999, in the amount of \$659.00.

OECC is requesting that Rick Varner attend the OTCO Wastewater Workshop at Columbus on March 23 & 24, 1999, in the amount of \$115.00.

OECC is requesting that Rick Felton attend a Wastewater Workshop at Columbus on March 23 & 24, 1999, in the amount of \$130.00.

OECC is requesting that Paul Sandstrom attend a Wastewater Workshop at Columbus, on March 23 & 24, 1999, in the amount of \$115.00.

Building and Grounds is requesting that Randy Ormeroid attend a Safety and Health Congress at Cleveland on March 30 through April 1, 1999, in the amount of \$480.00.

Administrative Services is requesting that Myra Williamson, attend a Human Resource Association Seminar at Columbus on April 13, 1999, in the amount of \$65.00

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

RESOLUTION 99-233

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION
PETITION FILED FOR ANNEXATION OF LANDS 2.013, MORE OR LESS, ACRES FROM
ORANGE TOWNSHIP TO CITY OF COLUMBUS AND GIVING NOTICE OF SAME TO AGENT
FOR PETITIONERS:**

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

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Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Orange Township to City of Columbus, and

Whereas, Alisa K. Argust, 39 East Whittier Street, Columbus, Ohio 43206 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Tuesday, June 1, 1999, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

IN THE MATTER OF PLAN APPROVAL FOR WESTERVILLE RESERVE PLAN:

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

Western Reserve, Phases 1 & 2

Street, Storm & Water Improvements

Situated in the Township of Genoa, being a part of Lots 6 & 8, Section 4, Township 3, Range 17, United States Military Lands.

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

RESOLUTION NO. 99-235

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

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following right-of-way work permit summary sheet:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2167	General Telephone	River Road	Place telephone cable

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

RESOLUTION NO. 236

IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners

PERMIT APPLICANT	PERMIT	NUMBER	FEE
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	ID		
AMERICAN DISPOSAL SERVICES	P0393	52,000	\$150.00
AMERICAN DISPOSAL SERVICES	P0394	50,000	\$150.00
AMERICAN DISPOSAL SERVICES	P0395	53,000	\$150.00
TOM CAMINITI	P0396	52,000	\$150.00
SPLASH OF RAIN	P0397	51,300	\$150.00
D & P CONSTRUCTION COMPANY	P0398	80,000	\$150.00

TOTAL POSTED ROAD EXPECTED DAMAGE FEE \$900.00

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

RESOLUTION NO. 99-237

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR WORTHINGTON/AFRICA ROAD INTERSECTION IMPROVEMENTS:

It was moved by Mrs. Martin , seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, April 19, 1999, at 10:00 AM**

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

RESOLUTION NO. 99-238

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR OFFICE SUPPLIES:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, April 19, 1999 at 10:15 AM.**

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

RESOLUTION NO. 99-239

IN THE MATTER OF APPROVING SANITARY SEWER PLAN FOR HIGHLAND LAKES NORTH, SECTION 6, PHASES 1 & 2 AND WOODS OF DORNOCH:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Highland Lakes North, Section 6, Phases 1 & 2 and Woods of Dornoch for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION 99 – 240

IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR THE SHORES, SECTION 12, PHASE 1 AND THE SHORES, SECTION 12, PHASE 2:

It was moved by Mrs. Martin, seconded by Mrs. Ward to accept the following Sanitary Subdividers Agreements:

THE SHORES, SECTION 12, PHASE 1

This agreement executed on this 22nd day of March, 1999, by and between M/I SCHOTTENSTEIN HOMES as evidenced by the THE SHORES, SECTION 12, PHASE 1 Subdivision Plat as 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 \$94,400.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection , for 32 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.

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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 (\$126,900.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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 \$6,340.00 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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 reinspection.

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.

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

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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.

THE SHORES, SECTION 12, PHASE 2

This agreement executed on this 22nd day of March, 1999, by and between M/I SCHOTTENSTEIN HOMES as evidenced by the THE SHORES, SECTION 12, PHASE 2 subdivision Plat as 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 \$82,600.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 28 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 (\$65,960.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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.

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SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,300.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as 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 \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 reinspection.

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.

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.

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

RESOLUTION NO. 99-241

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IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN SHERBROOK, PHASE 4:

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

Sherbrook Phase 4	2,352 feet of 10 inch sewer	
	1,203 feet of 8 inch sewer	15 manholes

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

RESOLUTION NO. 99-242

IN THE MATTER OF APPROVING RESOLUTION FOR RETAINING CERTAIN LEGAL SERVICES OF VORYS, SATER, SEYMOUR & PEASE IN CONNECTION WITH MATTERS RELATING TO ENVIRONMENTAL LAW ISSUES FOR DELAWARE COUNTY:

Mrs. Martin offered the following resolution and moved its adoption, which motion was seconded by Mr. Ward (with the stipulation that Mr. Whitney be consulted before any work is forwarded to this vendor).

BE IT RESOLVED by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1 This Board of County Commissioners, in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Vorys, Sater, Seymour & Pease (the AFirm®) for advice and assistance in matters relating to Environmental Law Issues. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out-of pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, the Firm will provide advice and representation; in court or administrative investigations or proceedings, such as representation before the Ohio EPA, matters relating to the Ohio EPA, including permits to install, NPDES permits, and any permit modifications; antidegradation issues and other issues involving wastewater treatment.. These other services would be available upon request by the Board.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, Vorys, Sater, Seynour & Peaseshall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or the Firm by written notice to the other.

Section 3. This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purposes stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from fund appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for the payment of the same as they shall become payable.

Section 4 It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meetings of this Board , and that all deliberations of this Board and of any of it committees that resulted in such formal action, were in meetings, open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

The foregoing motion having been put to vote, the results of the roll call was as follows:

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

RESOLUTION NO. 99 – 243

IN THE MATTER APPROVING BID SPECIFICATION AND SETTING BID OPENING DATE AND TIME FOR ALUM CREEK EFFLUENT LINE:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, April 26, 1999, at 10:00 AM**

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

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RESOLUTION 99-244

IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:

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

Kenneth Rosenbaum is recommended for a promotion to Collection System Supervisor; effective date of promotion would be 3/21/99

Richard Felton is recommended for a promotion to Chemist to OECC Operations, effective date of promotion would be 3/21/99

Kellye Lehman has accepted our offer of employment regarding the Telecommunications Operator I position; effective date of hire is 3/22/99

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

RESOLUTION NO. 99-245

IN THE MATTER OF ADOPTING AND/OR REVISING POLICIES FOR THE SELF INSURANCE PROGRAM, DRIVER ABSTRACT POLICY, TIME CARD PROCEDURES, AND SEVERE WEATHER EMERGENCY POLICY:

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

Whereas, Delaware County has been partially self insured in some form for some of its property and/or liability losses since 1986, and

Whereas, On June 15, 1988, the Board of Commissioners of Delaware County, State of Ohio, adopted a Self Insurance Program to set policy for reporting incidents, managing property and liability losses, reporting injuries, and setting driver qualification standards, and

Whereas, Over the last ten (10) years the Self Insurance Program has had several minor adjustments made to it, and

Whereas, In order to improve management of the Qualification to Drive on County Business part of the Self Insurance Program and reduce the potential for automobile accidents, a periodic review of the County’s driver’s motor vehicle records are necessary, and

Whereas, In order to improve the consistent management and documentation of recording of work time of employees, a procedure to specify the proper methods to complete a time card are necessary, and

Whereas, Because Delaware County and Central Ohio have consistent weather patterns that sometimes produce weather conditions that result in potential dangers to human life

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the policies: Self Insurance Program, Driver Abstract Policy, Time Card Procedures, and Severe Weather Emergency Policy be adopted and/or revised to assist the proper management of the employees of Delaware County.

DELAWARE COUNTY

Subject Self-Insurance Program	Effective March 22, 1999	Supersedes June 15, 1988	This Sheet 1	Total 8
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Purpose

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

Scope

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

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Distribution

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

Definitions

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

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

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

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

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

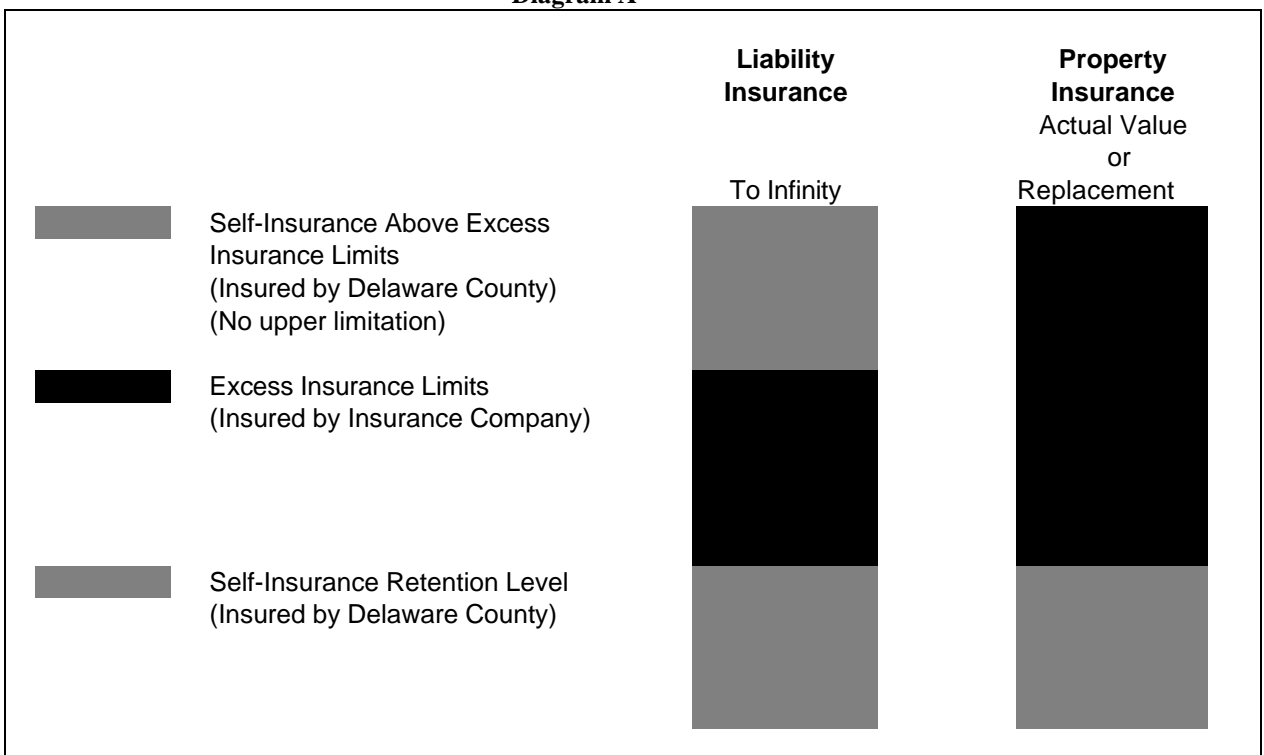
Policy

Program Explanation

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

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

Diagram A



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

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Delaware County millions of dollars.

Reporting Incidents

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

Employee Responsibilities

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

Supervisor's Responsibilities

- I. Complete the Supervisor's Section of the Delaware County Incident Report.
- II. In case of a major incident (i.e. death, severe injury, major accident, major fire, major property damage, potential lawsuit, etc.), contact the Insurance & Risk Coordinator or Safety Officer immediately (740-368-1710).
- III. For minor incidents, send the completed incident report to the Human Resource Department the next business day. Minor incidents that occur on a weekend or holiday should be reported at the start of business on the next workday.

Safety/Insurance & Risk Personnel Responsibilities

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

Employee Injuries / Workers Compensation

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

Employee Responsibilities

- I. In the case of an injury requiring immediate medical attention, the employee should proceed immediately to the nearest medical facility that provides emergency or urgent medical care.
- II. Employees must complete a Delaware County Incident Report as soon as possible following any injury incident and submit it to their immediate supervisor.

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- III. For injury incidents requiring medical attention, the following supplemental forms should be completed for workers compensation purposes (These forms can be found in the Delaware County Standard Operating Procedures Manual under the Workers Compensation tab or may be retrieved from the Human Resources Department).

Forms to be completed by the Employee

- A. Ohio Bureau of Workers Compensation First Report of Injury (FROI-1) (Required claim form of the Ohio Bureau of Workers Compensation)
- B. Employee's Report of Incident and Injury (Form 2)
- C. Employee's Report of Incident and Back Injury (Form 3) This form should only be completed by the employee if a back injury occurs.
- D. Occupational Disease or Illness Report (Form 4) This form should only be completed in the event that an occupational disease or illness occurs such as Hepatitis B, Carpal Tunnel Syndrome, etc.
- E. Physician Referral Form (Form 7), once completed by the supervisor, Modified Duty – Attending Physician Statement (Form 8), Doctor's Report and Treatment Plan (Form 9), and the MCO Card These forms should be taken to the medical provider by the employee for the completion by the medical provider.

Forms to be completed by the Supervisor

- A. Industrial Injury Fact Sheet Employer/Supervisor (Form 5)
- B. Physician Referral Form (Form 7) This form is to be completed by the supervisor. If the injury involves a vehicle accident with the following criteria, check the boxes "yes" for Drug Screen Requested and Alcohol Screen Requested. The following criteria is as follows:
 - 1. The accident caused a fatality,
 - 2. The employee is cited for a moving violation and one vehicle sustained enough damage that it could not be driven away from the accident, or
 - 3. The employee is cited for a moving violation and someone (including the employee) receives medical attention away from the scene.

If the incident does not involve a vehicle, then the supervisor must check the boxes marked "no" for Drug Screen Requested and Alcohol Screen Requested.

Forms to be completed by Witnesses

- A. Statement of Witness to Accident (Form 6)

Qualifications for Driving on County Business

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

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

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Resources Department.

- IV. A driver with two (2) moving violations or two (2) at fault accidents within a twelve (12) month period shall be placed on driving probation and suspended from driving on County business until the employee completes a remedial or defensive driving course at his/her own expense. A certificate of completion of the driving course must be placed with the employee’s Driver Record Form at the Human Resources Department prior to the employee resuming driving privileges. Failure to take and pass a remedial or defensive driving course may result in discipline, up to and including termination, if that employee no longer meets the job requirements for his/her position.
- V. A driver with four (4) moving violations and/or three (3) at fault accidents within a twenty-four (24) month period shall not operate a County vehicle and may be disciplined, up to and including termination, if that employee no longer meets the job requirements for his/her position.
- VI. Major violations, (e.g. violations that accumulate four (4) or more points under Ohio law such as reckless operation, driving under the influence, etc.), received off work shall be considered as two (2) moving violations.
- VII. A driver convicted of reckless operation or driving under the influence of alcohol or drugs, both of which are unlawful actions, while driving on County business shall be subject to disciplinary action including immediate termination.
- VIII. All drivers who use their personal vehicles on County business must comply with the above qualifications.
- IX. For a personal vehicle to be used on County business, proof of insurance must be furnished prior to use. Delaware County’s insurance will act as secondary insurance coverage excess of the employee’s personal insurance when a personal vehicle is being used for County business if, and only if, the employee carries personal insurance with limits of insurance of at least \$100,000 for bodily injury per person; \$300,000 for bodily injury per occurrence; and \$100,000 for property damage per occurrence; or a combined single limit of \$300,000.

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

Subject Time Card Procedures	Effective	Supersedes New	This Sheet 1	Total 3
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1 Purpose

To provide a procedure and understanding of how to complete an employee time card properly.

2 Scope

All employees within departments under the direction of the Delaware County Commissioners

3 Distribution

To all employees within departments under the direction of the Delaware County Commissioners

4 Definitions

5 Policy

FLSA Exempt Employees

Personnel employed in the exempt executive, administrative, or professional capacities per the Fair Labor Standards Act (FLSA) are not required by FLSA to complete time records. Although the FLSA does not require that exempt employees complete time sheets, exempt employees may be required to complete time records by their supervisors, and in any event, should track their time by some method.

Exempt employees are not eligible for overtime compensation, but, if approved by the supervisor, may receive compensatory time if the time is tracked. Compensatory time for exempt employees will be accrued on the basis of one (1) hour earned for every one (1) hour worked over forty (40) hours per work week. Exempt employees are not eligible to receive a “pay-out” for unused accrued compensatory time at any time.

FLSA Non-Exempt Employees

All non-exempt employees (those employees subject to the minimum wage and overtime provisions of the

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Fair Labor Standards Act) are required to complete an individual time record showing the daily hours worked. Time sheets and/or time clocks will be used to record working hours. The following points should be considered when filling out time records:

- a. Non-exempt employees are required to record their total daily work hours
- b. Non-exempt employees are not permitted to sign in or commence work before their normal starting time or to sign out or stop work after their normal quitting time without the prior approval of the supervisor.
- c. Generally, non-exempt employees are required to take lunch or meal period during which no work is to be performed.
- b. Employee time records are to be checked and signed by the supervisor or appropriate authority involved. Unworked time for which an employee is entitled to be paid (sick leave, vacation leave, paid holidays, etc.) should be entered by the employee and reviewed by the supervisor on the time record. Authorized overtime also should be identified and approved by the supervisor or appropriate authority. Unapproved and/or unauthorized absences should be identified by the supervisor. Supervisors should inform employees if they will not be paid for certain hours of absence.
- c. For non-exempt employees, overtime shall be compensated at a rate of one and one-half (1½) times the employee's regular straight-time hourly pay rate for actual overtime hours worked. A non-exempt employee may elect to accrue compensatory time in lieu of overtime pay. In this case, the employee shall be granted such time by the supervisor, on a one and one-half (1½) hours per every one (1) hour worked over forty (40) hours per work week basis. The time shall be taken off at a time mutually convenient to the employee and the supervisor within 180 days after the overtime is worked. Following 180 days, the employee will be paid unused accrued compensatory time at the regular straight-time hourly pay rate (The time will Non-exempt employees are required to record their total daily work hours.
- d. Non-exempt employees are not permitted to sign in or commence work before their normal starting time or to sign out or stop work after their normal quitting time without the prior approval of the supervisor.
Generally, non-exempt employees are required to take lunch or meal period during which no work already be accrued at time and one-half).

For overtime purposes sick leave and compensatory time used shall not count as regular hours worked toward overtime. The one exception to this rule is that compensatory time used shall count as regular hours worked if an employee is called or paged in on an emergency or mandated overtime basis after the compensatory time was used (i.e. employee takes eight (8) hours compensatory time off on Friday and is mandated or paged in to work on Saturday when he/she was not previously scheduled to work). Vacation and paid holidays shall count as regular hours worked toward overtime. No non-exempt employee shall be permitted to work overtime without prior approval of his/her supervisor or appropriate authority. Failure to receive prior approval from the supervisor may result in disciplinary action.

Time Card Completion Procedure

Employee Responsibilities

Employees shall complete time cards using the following procedure:

1. The employee shall complete the top portion of Side one / Week one of the time card, including the employee's name, department name, employee number (if applicable), and complete pay period.
2. For the days of the workweek (Saturday through Friday):
 - a. The employee shall complete the time that he/she begins work each. This may not be the time the employee arrives at work (i.e. The employee arrives 15 minutes before the start time and drinks coffee and reads the newspaper, etc.).
 - b. The employee shall enter the time that the employee leaves work prior to the end time for any reason (i.e. leave for lunch, doctor's visit, sick, etc.).
 - c. The employee shall enter the time that the employee returns and begins to work prior to the end time for any reason (i.e. return from lunch, doctor's visit, etc.)
 - c. The employee shall enter the time that the employee is sick, on vacation, court leave, using compensatory time, etc.
 - d. The employee shall enter the time that he/she ends work each day.
3. Following completion of the first workweek, the employee shall complete the summation portion for Week One at the bottom of Side one / Week one of the time card.
4. For the second week of the pay period, the employee shall complete workweek portion as explained

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under number 2.

- 5. Following completion of the second workweek, the employee shall:
- 6.
 - a. Complete the summation portion for Week Two at the bottom of Side two / Week two of the time card.
 - b. Complete the Total Both Weeks summation portion by adding the Week One summation portion to the Week Two summation portion.
 - c. The employee shall sign the time card certifying its content.
 - d. The employee shall submit the time card to his/her supervisor.

Supervisor Responsibilities

The supervisor shall validate the time card as follows:

- 1. The supervisor shall review the time card for proper completion, inconsistencies and non-approved actions (i.e. non-requested sick leave, vacation, overtime, compensatory time, etc.; miscalculated overtime, etc.).
- 2. The supervisor shall note any errors and review these errors with the employee prior to signing the time card.
- 3. The supervisor shall sign the time card certifying its content.
- 4. The supervisor shall submit the time card to the appropriate payroll personnel for completion of payroll.

Subject Severe Weather Emergency	Effective 2/22/99	Supersedes Policy of 1/1/97	This Sheet 1	Total 4
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1.0 Purpose

The severe weather emergency policy is designed to address situations that are deemed as a severe weather emergency. The policy is to benefit Delaware County and its employees by assisting individuals/departments with the proper supervision of employees during a severe weather emergency.

2.0 Scope

All appointing authorities covered under the Delaware County Self-Insurance Program

3.0 Distribution

To all appointing authorities covered under the Delaware County Self-Insurance Program

4.0 Definitions

Emergency Personnel – Employees who work in departments that respond to emergency safety and care of the public. (e.g. Sheriff’s Deputies, EMS crews, EMA personnel, Dog Warden and Assistant Dog Warden, Emergency Communications personnel, maintenance personnel, road maintenance workers, etc.)

Severe Weather Conditions – Those conditions that have the potential of resulting in the loss of life or property. A severe weather condition or situation can consist of an event such as: tornado, flooding, high winds, or heavy storms that result in widespread power outages, winter storms, etc.

Severe Weather Watch/Warning – The issuance of a severe weather watch or warning is the responsibility of the National Oceanic and Atmospheric Administration (NOAA). These warnings are issued through the Emergency Alert System (EAS) and provide an operational public warning capability to national, state, and local governments.

Snow Emergency Level 1 – Indicates that roads are hazardous with blowing and drifting snow or ice covered. Drive very cautiously.

Snow Emergency Level 2 – Indicates that roads are hazardous with blowing and drifting snow or ice covered. Drive on the roads only if necessary.

Snow Emergency Level 3 – All roads are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. Those non-emergency personnel traveling on the roads may be subject to fines or arrest.

Weather Advisory – Preemptive. Normally issued in advance of a weather watch. Indicates that radar reflects a weather front with existing conditions that are favorable for producing severe weather.

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Weather Watch – Watch for possible arrival of severe weather. Watches are usually in effect for several hours and indicate that atmospheric conditions are favorable for these storms to develop. (Tornadoes or severe thunderstorms need not be present for a watch to be issued. Flood or flash flood watches are issued when widespread flood and/or flash flooding is possible, but not imminent. Watches are usually issued up to 18 hours in advance of possible flooding.)

Weather Warning – Take immediate action. Severe weather is imminent or is already occurring. Tornado or severe thunderstorm warnings are usually in affect for an hour or less. If a warning is issued for your area, take action immediately.

5.0 Policy

Notification Procedure

In the event a snow emergency is declared by the Delaware County Sheriff, or Severe Weather Watch/Warning is declared by the Delaware County EMA, the following procedures will take place:

1. In the case of a snow emergency, the Sheriff will notify Delaware County EMA of the snow emergency declaration and the level of the emergency,
2. Delaware County EMA will notify all county elected officials, EMS, and Fire Departments of the declared emergency
3. In the event that a Snow Emergency Level 2 or Severe Weather Watch/Warning is declared, each elected official will individually decide whether his/her employees should report to work or be sent home and will notify Delaware County EMA of this decision.
4. In the event that a Snow Emergency Level 3 is declared, only emergency personnel essential to the situation are to report to work.

Board of Commissioners' Procedures and Compensation Policy

Commissioners' Notification Procedure

1. **In the event that a Snow Emergency Level 2 or Severe Weather Watch/Warning is declared, the Delaware Board of County Commissioners will direct employees as follows:**
 - A. Delaware County EMA will contact the Board of Commissioners and notify them of the situation,
 - B. The Board of Commissioners will make a decision to cancel or delay work or send employees home or not, and the Board of Commissioners will relay this decision to the Delaware County EMA,
 - C. Delaware County EMA will contact the County Administrator and notify him/her of the Commissioners' decision,
 - D. The County Administrator will notify the following of the Commissioners' decision:
 - a. Director of Administrative Services (or Personnel Coordinator or Safety Officer)
 - b. Director of Economic Development (or Economic Development Specialist)
 - c. Director of Emergency Services
 - d. Director of Environmental Services
 - e. Director of Human Services
 - f. Clerk to the Board of Commissioners
 - g. Operator/Receptionist
 - h. Secretary(ies), Public Defender
 - i. Secretary(ies), Adult Probation
 - E. Each director will notify his/her supervisors, lead employees, and employees of the Commissioners' decision and direct those supervisors and lead employees to notify their subordinates of the Commissioners' decision.
2. **In the event that a Snow Emergency Level 3 is declared, only emergency personnel essential to the situation are to report to work. The same notification procedure for Snow Emergency Level 2 or Severe Weather Watch/Warning will be utilized.**

Compensation Policy

In the event that a Snow Emergency Level 2 or Severe Weather Watch/Warning is declared by the Sheriff or Delaware County EMA respectively, and the Board of Commissioners decides to close work for non-emergency personnel, or a Snow Emergency Level 3 is declared by the Sheriff, the following policy shall govern employees under the direction of the Board of Commissioners:

Employees will be compensated for the number of hours they were scheduled to work during the emergency period. Employees not scheduled to work because of scheduled vacation or sick leave will be charged for leave regardless of the declared emergency. If vacation or sick leave ends prior to the end of the declared emergency, no leave time will be charged for the remainder of the emergency.

If the Board of Commissioners decides not to close its departments, employees who are not able to report to work at their regularly scheduled start time due to inclement weather should contact their respective

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supervisor and request to use available vacation, compensatory time, or unpaid leave to cover the period not worked. The supervisor will decide whether leave is justified and approve of such leave. If the supervisor does not approve of the leave, and the employee does not report to work at the scheduled time, the employee will be considered absent without excused leave and may be subject to disciplinary action. Inclement weather is not a valid excuse for use of sick leave per Ohio Revised Code Section 124.38.

During weather emergencies, those agencies and/or departments required to maintain twenty-four hour or emergency service may continue to use available personnel beyond regularly scheduled hours to cover for non-available staff. Eligible employees required by their appointing authority to work beyond their regular shift shall be paid overtime as governed by the Delaware County Employee Handbook. Emergency personnel working their regular shift schedule will be compensated at their regular rate of pay and additionally, will earn compensatory time at one (1) hour for every one (1) hour worked during their regular shift schedule during the emergency. Time spent in non-duty status, such as sleep or recreation shall not be compensated.

Appointing Authorities with statutory authority to set rates of compensation may establish their own weather emergency policy.

Emergency Personnel

County Administrator

Administrative Services Division

- 1. Director of Administrative Services, until notified as non-essential by the County Administrator
- 2. Dog Warden, for emergency pages and care of dogs in the Kennel only
- 3. Assistant Dog Warden, for emergency pages and care of dogs in the Kennel only
- 4. Safety Officer, in emergency situations only

Emergency Services Division

- 1. All operational (EMS, 9-1-1, EMA) personnel with the exception of the administrative staff (receptionist, office manager, etc.) personnel.

Environmental Services Division

- 1. Director of Environmental Services & Facilities until notified as non-essential by the County Administrator
- 2. Facilities Supervisor, until notified as non-essential by the Director of Environmental Services & Facilities
- 3. Maintenance Supervisor, until notified as non-essential by the Director of Environmental Services & Facilities
- 4. Maintenance Staff, until notified as non-essential by the Maintenance Supervisor
Water Reclamation Operations scheduled shift staff, until notified as non-essential by the Water Reclamations Manger

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

RESOLUTION NO. 99-245

IN THE MATTER OF ADOPTING A RESOLUTION FOR AN ADDITIONAL JUDGE FOR THE FIFTH DISTRICT COURT OF APPEALS

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

WHEREAS, Delaware County is a member of the 15 County Fifth District Court of Appeals, and

WHEREAS, The Fifth District Court of Appeals is requesting an additional judge to handle the increasing growth and case load of the District, and

WHEREAS, All of the judges on the Fifth District Court of Appeals are from Stark County, and 30% of the population of the District reside within Stark County, and

WHEREAS, The Delaware County Commissioners desire to have better representation for Delaware County on the Court of Appeals.

NOW THEREFORE BE IT RESOLVED: That the Board of Commissioners of Delaware County, State of Ohio, hereby officially declare that the County cannot support an additional judge to the Fifth District Court of Appeals at this time, due to the configuration of the District, and request that the Fifth District Court of Appeals consider adopting new boundaries to provide better representation for those counties experiencing the population growth within the District.

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

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RESOLUTION NO. 99-246

**IN THE MATTER OF A RESOLUTION CONFIRMING THE FINDINGS OF THE COUNTY
AUDITOR AND THE DIRECTOR OF ENVIRONMENTAL SERVICES AS TO SUFFICIENCY
OF RECEIPTS OF THE COUNTY SEWERAGE SYSTEM**

The Board of County Commissioners of Delaware County, Ohio, met in regular session in its offices at 101 North Sandusky Street, Delaware, Ohio at 9:00 a.m. on March 22, 1999, with the following members present:

Deborah Martin, James D. Ward, and Donald Wuertz

Mr. Ward moved the adoption of the following Resolution and Mrs. Martin seconded the motion.

A RESOLUTION CONFIRMING THE FINDINGS OF THE COUNTY
AUDITOR AND THE DIRECTOR OF ENVIRONMENTAL
SERVICES AS TO SUFFICIENCY OF RECEIPTS OF THE COUNTY
SEWERAGE SYSTEM.

WHEREAS, pursuant to Section 133.01(LL) the County Auditor, as fiscal officer, and the Director of Environmental Services of this County have estimated (Estimate) that the receipts from the County’s sewerage system (System) will be sufficient to pay the current expenses of the System and the debt charges payable from those receipts on this County’s \$57,550,000 Sewer District Improvement Bonds, Series 1999 (Bonds) as set forth in Debt Table C to the Official Statement prepared in connection with the issuance of the Bonds;

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

Section 1. Based upon historical revenues and expenses associated with the System and projections of revenues and expenses associated with the System as modified by the proposed improvement of the Delaware County Sewer District by the construction of the Alum Creek water reclamation facility, the Alum Creek pump station, and the central maintenance facility, including piping, pumping, aeration and settling facilities, tertiary filter facilities, disinfection systems, post aeration facilities, aerobic digesters, sludge handling and administrative facilities, and constructing, improving and extending lateral, trunk and interceptor sewers, together with all necessary appurtenances thereto, the Estimate of the County Auditor and Director of Environmental Services is hereby confirmed.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the resolution, the vote was as follows:

Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 99-247

**9:45 AM - IN THE MATTER OF A PUBLIC HEARING TO MAKE CHANGES TO THE FLOOD
PREVENTION REGULATIONS FOR DELAWARE COUNTY:**

Hearing opened at 9:48 AM

Fred Fowler give a brief presentation on the requested changes to the Flood Prevention Regulations.

Hearing closed at 10:05 AM

10:00 AM – Roger Wren – 1999 Appliance Recycling Roundup Kick Off

Mr. Wren gave a brief presentation on the success of recycling appliances in Delaware County. Mr. Arley Owens, Administrator of Communications for ODNR Division of Recycling & Litter Prevention gave a brief talk in support of the project. Mr. Paul Baldrige, Deputy Chief of the Division of Recycling and Litter Prevention also spoke briefly.

11:00 AM – Viewing at Basham Lane

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Mr. Ward, Mrs. Martin, Mr. Wuertz, Mr. Cannon, Mr. Bauserman and Ms. George traveled to Basham Lane to view the site.

There being no further business, the meeting adjourned.