

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

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**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. 99-379**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
MEETINGS HELD MAY 3, 1999:**

It was moved by , Mrs. Martin seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, May 3, 1999.

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

**PUBLIC COMMENT**

Mr. Ward suggested that a bullet proof wall be placed at the entrance of the Court House with an armed balif behind the wall monitoring the manatrometer and x-ray. His hope is that by expending money for a system of this type possibly for both the back door and the front door, the cost of supplying deputies might be averted. Sheriff Myers stated he has conveyed the wishes of the Security Committee, if this plan is to change, and it is the wish of the Commissioners and the Committee he would follow that direction. He noted the judges would have to be willing to supply the balifs. He has a meeting scheduled with Judge Shaw and he will discuss the issue with him.

**RESOLUTION NO. 99-380**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 241162  
THROUGH :**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 241162 through 241827 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-381**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Juvenile Court is requesting that Jan Thomas attend a Windows 98 Training Conference at Columbus, Ohio on May 14, 1999, in the amount of \$144.

Buildings and Grounds is requesting that Scott Gaines attend a Refrigerant Recovery Certification Test at Columbus, on May 28 and June 4, 1999, in the amount of \$275.00.

EMS is requesting that Hugh Dick attend an EMS Seminar in Cleveland on June 24 through June 26, 1999, in the amount of \$861.00.

EMS is requesting that Pearline Howald attend an EMS Management Seminar in Pennsylvania on July 15 through July 17, 1999, in the amount of \$1,052.00.

Clerk of Courts is requesting that Betty Porter attend the Ohio Clerk of Courts Association Summer Conference at Sandusky, Ohio on June 8 through June 11, 1999, in the amount of \$560.35

Clerk of Courts is requesting that Betty Porter, Sandra Cramer and two deputies from the legal division attend a Legal Seminar at Columbus, on May 20, 1999, in the amount of \$40.00.

Commissioners are requesting that Don Wuertz, Debbie Martin, Jim Ward, Dave Cannon, and Letha George attend the CCAO Summer Conference at Cleveland in the amount of \$3,418.00.

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

**.RESOLUTION NO. 99-382**

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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
005-4020-020	Motor & Gas Srvs & Chrgs	\$ 111,500.00
005-4020-040	Motor & Gas Equipment	\$ 261,900.00
005-4030-015	Motor & Gas Materials & Supplies	\$ 46,900.00
005-4020-040	Motor & Gas Equipment	\$ 28,000.00
079-7910-040	Tartan Fields Project - Equipment	\$ 39,388.56
079-7910-020	Tartan Fields Project - Srvs & Chrgs	\$ 20,000.00

**TRANSFER OF APPROPRIATIONS**

FROM:	TO:	AMOUNT:
001-2570-010 Intensive Supervision - Salaries	001-2570-040 Intensive Supervision - Equipment	\$ 3,500.00
003-4510-020 Public Assistance - Srvs & Chrgs	003-4510-015 Public Assistance - Materials & Supplies	\$ 5,000.00
003-4540-020 Public Assistance - Srvs & Chrgs	003-4550-040 Public Assistance - Equipment	\$ 11,000.00

**TRANSFER OF FUNDS**

FROM:	TO:	AMOUNT:
003-4510-4701 Public Assistance Transfer	094-9410-8701 COG Transfer-in	\$ 9,506.00
003-4510-4701 Public Assistance Transfer	094-9430-8701 COG Transfer-in	\$ 5,780.00

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

**RESOLUTION NO. 99-383**

**IN THE MATTER OF FORWARDING THE LIQUOR LICENSE REQUEST OF L&G CORPORATION, CHESHIRE MARKET, TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that L & G Corporation, Cheshire Market, has applied for a D5 – D6 Liquor Permit for the business located at 5094 Cheshire Road, Berlin Township, Galena, Ohio 43021; and

Whereas, the Berlin Township Trustees have stated they have no objection, and the Delaware County Commissioners have received no objections from the residents of the area.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners .

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

**RESOLUTION NO. 99-384**

**IN THE MATTER OF CANCELING JUNE 14, AND JULY 19 COMMISSIONERS' SESSIONS:**

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

It was moved by Mr. Ward, seconded by Mr. Ward to cancel the June 14 and July 19 Commissioners' Sessions due to the County Commissioners Conference, NACO Conference and Vacations.

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

**RESOLUTION NO. 99-385**

**IN THE MATTER OF PROCLAIMING MAY 9 THROUGH MAY 15 NATIONAL POLICE WEEK:**

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

WHEREAS, On April 10, 1962, President John F. Kennedy signed into Public Law, proclaiming May 15<sup>th</sup> be declared "Peace Officers' Memorial Day" and that the week each year containing May 15<sup>th</sup> be proclaimed National Police Week, and

WHEREAS, The Board of Commissioners of Delaware County recognizes the dedication and sacrifice the Peace Officers of this County make for the protection and well being of all citizens, and

WHEREAS, The Police Officers of Delaware County will be honoring their fallen and deceased brothers and sisters across the nation during the week of May 9 through May 15.

Now Therefore Be it Resolved, The Delaware County Commissioners do hereby proclaim the week of May 9 through May 15, 1999, National Police Week in the County of Delaware, Ohio to honor America's Peace officers who have made the supreme sacrifice while carrying out their duties to our nation and its communities, and to the Peace Officers of Delaware County who have dedicated their lives to law enforcement.

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

**RESOLUTION NO. 99-386**

**IN THE MATTER OF PLAN APPROVAL FOR DESERET SUBDIVISION AND PIATT MEADOWS PLAT AND DITCH PETITION:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the plan for Deseret Subdivison and Piatt Meadows Plat and Ditch Petition

**Deseret Subdivison**

Part of Farm Lot 20, Sections 1, Township 3, Ranges 19 and part of Farm Lot 41, Section 4, Township 3, Range 19, in the United States Military Lands, Liberty Township, Delaware County, State of Ohio

**Piatt Meadows, Phase 1**

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Farm Lot 2 of Section 3, Township 4, Range 18, United States Military Lands, containing 16.846 acres, more or less, including 3.258 acres of right-of-way area, and being all of that 16.846 acre tract conveyed to Dominion Homes, Inc. by deed of record in deed book , page records of the recorder's office, Delaware County, Ohio. Lot fee in the amount of \$87.00.

**DITCH MAINTENANCE PETITION**

We the undersigned owners of 29.42 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Piatt Meadows Phases 1 & 2 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

conjunction with the approval of the Piatt Meadows Phases 1 & 2 Subdivision.

The cost of the drainage improvements is \$270,934.46 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Forty seven lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,925.82 per lot. An annual maintenance fee equal to 2% of this basis \$58.52 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,770.91 has been paid to Delaware County.

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

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

**RESOLUTION NO. 99-387**

**IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR DAKHTEH TWO:**

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

***THIS AGREEMENT*** executed on this 10<sup>TH</sup> day of May, 1999, between **DAKHTEH DEVELOPMENTS, INC.** as evidenced by the **DAKHTEH TWO** Subdivision Plat to be 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, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in **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 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 on which this **AGREEMENT** is executed 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 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.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FOUR THOUSAND ONE HUNDRED DOLLARS (\$4,100,00)** 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 testing 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.

**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

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 or 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. 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 **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.

**EXHIBIT "A"**

CONSTRUCTION ESTIMATE - STREET	\$41,635
CONSTRUCTION ESTIMATE - EROSION	<u>8,500</u>
	\$50,135

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

**RESOLUTION NO. 99-388**

**IN THE MATTER OF ACCEPTING ROADS IN WOODS OF SELDOM SEEN, PHASE 2:**

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

**Woods of Seldom Seen, Phase 2 (Liberty Township)**

- An extension of 0.21 mile to **Township Road Number 472, Flitz Lane**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Stephen P. Close.

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

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

**RESOLUTION NO. 99-389**

**IN THE MATTER OF ACCEPTING LETTER OF CREDIT FOR DAVENTRY PARK 1, 3:**

It was moved by Mr. Ward, seconded by Mrs. Martin to accept Letter of Credit for Daventry Park 1, 3.

The construction of this project was started without bonding, thereby not allowing the developer to file the plat. The Developer is now at a point where he would like to file the plat. The estimated remaining construction costs are \$163,000 and a Letter of Credit is provided to cover the bonding.

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

**RESOLUTION NO. 99-390**

**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>
2193	Del-Co Water	Harriott & Concord Roads	Install 12" waterline

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

**RESOLUTION NO. 99-391**

**IN THE MATTER OF APPROVING CONTRACT WITH CF BIRD & RJ BULL FOR ENGINEERING WORK ON LIBERTY ROAD/SAILSBURY DRIVE INTERSECTION:**

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

Agreement, made and entered into this 10 th day of May, 1999, by and between the Delaware County commissioners, Delaware, Ohio and hereinafter designated as the county, and CF Bird and RJ Bull, Inc. hereinafter designated as the Consultant.

Witnesseth, that said Consultant, for consideration of the lump sum amount of Nine Thousand Nine Hundred Dollars, based on a scope of services dated April 5, 1999 and a proposal dated April 5, 1999, incorporated herein by reference, hereby agrees to furnish unto the County, professional design services to prepare construction plans for the project known as the Liberty Road/Sailsbury Drive Intersection. Compensation to be paid monthly as a percentage of completed work.

Said consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer,. Work is to be completed on or before August 15, 1999.

The Consultant hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.

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

**RESOLUTION NO. 99-392**

**IN THE MATTER OF ADOPTING A RESOLUTION SETTING DATES AND TIME FOR HEARINGS ON A PROPOSED RENEWAL OF A \$.10 PER HUNDRED DOLLARS FOR REAL PROPERTY TRANSFER TAX AS PROVIDED IN SECTION 322.02 OF THE OHIO REVISED CODE:**

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

BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio that they believe it necessary to proceed to vote on a resolution enacting a renewal of a 1 mill of real property transfer tax in accordance with Section 322.02 of the Ohio Revised Code and that all preparatory steps should be taken at the earliest possible, time in compliance with law.

BE IT FURTHER RESOLVED by the Board of Commissioners of Delaware County, Ohio, that because of the mandate of law as contained in Section 322.02 of the Revised Code of Ohio, it is necessary to proceed to vote on a resolution enacting a renewal of a 1 mill of real property transfer tax in accordance with Section

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

322.02 of the Ohio Revised Code that all preparatory steps should be taken at the earliest possible time in accordance with law.

BE IT FURTHER RESOLVED that this Board of Commissioners conduct two public hearings on the renewal of a 1 mill of real property transfer tax; that the first of said public hearings be at Delaware County Commissioners Office, 101 N. Sandusky Street on the **1st day of June, 1999 at 8:30 PM** and the second of said public hearings to be held at Delaware County Commissioners Office, 101 N. Sandusky Street on the **7th day of June, 1999 at 8:00 PM.**

BE IT FURTHER RESOLVED that the Clerk of the Board of Commissioners is hereby directed to insert in the Delaware Gazette a paper of general circulation in Delaware County, Ohio notice of the date time and place of the aforementioned public hearings and that said notice shall be published once a week on the same day of the week for two consecutive weeks, with the date of the second publication to be not less than ten nor more than thirty days prior to the first of the public hearings aforementioned.

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

**RESOLUTION NO. 99-393**

**IN THE MATTER OF APPROVING SANITARY SEWER PLANS FOR WALKER WOOD, SECTIONS 8 AND 11:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve sanitary sewer plans for Walker Wood, Sections 8 & 11 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 99-394**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE ALUM CREEK PUMP STATION & CENTRAL MAINTENANCE FACILITY:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, June 21, 1999, at 2:00 PM**

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

**RESOLUTION NO. 99-395**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID OF U. S. OFFICE PRODUCTS PENN-OHIO DISTRICT, INC. FOR OFFICE SUPPLIES FOR DELAWARE COUNTY AND AUTHORIZING SIGNING CONTRACT:**

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

Whereas, Delaware County went out to bid for office supplies on March 22, 1999, and received bids on April 19, 1999, and;

Whereas, after carefully reviewing the bids received, the bid submitted by US Office Products Penn-Ohio District, Inc. has been determined to be the lowest and best bid for office supplies for Delaware County, and;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by US Office Products Penn-Ohio District, Inc. for office supplies for Delaware County and Authorize signing contract with US Office Products Penn-Ohio District, Inc.

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

**RESOLUTION NO. 99-396**

**IN THE MATTER OF APPROVING APPLICATION FOR GRANT MONIES FROM THE COMPREHENSIVE APPROACHES TO SEX OFFENDER MANAGEMENT GRANT PROGRAM:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the application for grant monies from the Comprehensive Approaches to Sex Offender Management Grant.

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999

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

**RESOLUTION NO. 99-397**

**IN THE MATTER OF APPROVING AN AGREEMENT WITH THE G.M. HEALTH SERVICES, INC. FOR SPECIFIED MEDICAL SERVICES:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve letter of agreement with G. M. Health Medical Services, Inc. to provide specified medical services

This Agreement is between G. M. Health Services, hereinafter called "G.M.H.S." and Delaware County Board of Commissioners, hereinafter called "Delaware County"

WITNESSETH that for and in consideration of the mutual promises herein contained, it is understood and agreed as follows:

1. **PURPOSE** the purpose of the Agreement is for G.M.H.s. to provide Delaware County with physicals, drug screening, and immunizations.

2. **SERVICES:**  
G. M. H. S. will provide:

Pre-placement DOT and non-DOT physical examination including a titmus vision screen and dip urinalysis	\$45.00
Pre-placement physical ability/flexibility	\$30.00
Audiogram (OSHA certified)	\$15.00
PPD-one step	\$10.00
PPD-two step	\$20.00
Hepatitis B immunization (series of three)	\$60/injection
Hepatitis B Antibody Titre	\$35.00
Rabies Vaccine	\$70.00
Tetanus Vaccine	\$15.00
Pulmonary Function Screen with physician interpretation	\$62.00
Chest X-ray, two view with physician interpretation	\$65.00
Flu immunization	\$10.00
Pre-placement, post-accident, random, reasonable suspicion, follow-up, return-to-work DOT and non-Dot urine drug screens using Clinical Reference Laboratories (On-site testing available)	\$35.00
Post-accident, random, reasonable suspicion, follow-up, return-to-work DOT and non-DOT breath alcohol testing	\$25.00
After-hour charges for drug screens with or without breath alcohol testing	\$70.00
After-hour charges for breath alcohol only (from 5 P.M. to 7 A.M. Monday-Friday, Saturday, Sunday and Legal Holidays)	\$50.00
Annual DOT supervisor training	\$20/each

3. **PAYMENT** G.M.H.S. will bill Delaware County for all services provided.

Billing Address: Delaware County Board of Commissioners  
91 North Sandusky Street  
Delaware, Ohio 43015  
Terma of payment are net thirty (30) days.

4. **RESPONSIBILITIES:** G.M.H.S. will be responsible for those services outlined under Services" Delaware County will be responsible for:

- a. Calling Occupational Health at Grady for an appointment for services.
- b. Examinees are to bring a picture identification (driver's license) for verification purposes.
- c. Examinees should be prepared to provide a urine specimen for testing purposes.

5. **NOTICES AND CONTACT PERSONS:** Any and all notices given pursuant to the Agreement shall be made in writing or by phone, and addressed to the respective contact persons of the parties:

For GMHS to schedule appointments  
Monday – Friday 7:00 Am – 5:00 pm  
Occupational Health at Grady  
740-368-5135 or 800-487-1115 ext. 5235

Verify report results  
Robert Kanyuch, RN, BSN



COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999

740-368-5135

Contract Renewal/Service Expansion  
Michael Gilkison, RCP, CRTT  
Director, Hospital Sales  
740-368-5068

For Delaware County:

Kevin Williams  
911 North Sandusky Street  
Delaware, Ohio 43015  
740-368-1710

- 6. TERMS OF AGREEMENT: the term of the Agreement shall be for a period of one year from the date of inception. This Agreement shall automatically renew for a successive term or one year upon the same terms and conditions with the exception of the rate of compensation which shall at be at the current published rate. Either party may terminate the Agreement effective at the end of the term then in effect by providing a thirty-day written notice of termination to the other party.
- 7. MISCELLANEOUS: This agreement represents the entire understanding of the parties, and any other previous agreements written or verbal, is hereby superseded by the Agreement the terms of this Agreement may be changed only by subsequent written agreement of the parties.

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

**RESOLUTION NO. 99-398**

**IN THE MATTER OF APPROVING AN AGREEMENT WITH THE ONSITE LLC FOR SPECIFIED MEDICAL SERVICES:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve this agreement with OnSite LLC, to provide specified medical services

**DOT 5-Panel Drug Screen** \$31.00  
Includes SAMHSA certified laboratory analysis with GC/MS confirmation, Medical Review Officer (MRO) services, telephone communication of results, and written verification following verbal results.

**Non-DOT 5-Panel Drug Screen** \$31.00  
Includes SAMHSA laboratory analysis with GC/MS confirmation, Medical Review Officer (MRO) services on all positives, telephone communication of results, and written verification following verbal results.

**Non-DOT Panel Drug Screen**  
Included SAMHSA laboratory analysis with GC/MS confirmation, Medical Review Officer (MRO) services on all positives, telephone communication of results, and written verification following verbal results.

**Urine Specimen Collection Charges (for all drug screens)** OnSite, LLC collection site \$12.00 ea  
(onsite in Central Ohio) \$15.00 ea  
all other cost + \$6.00ea  
at Grady \$28.00ea

Though collection fees will vary from site to site, OnSite, LLC will negotiate the lowest possible fee for collections, Includes locating, supplying, and training of collection facilities.

Randon Selection of Drivers/Employees for Testing N/C  
Drivers/employees will be selected using a computerized random selection process, on a basis . Delaware County will update the list at the beginning of each selection period.

**EBT Alcohol Tests** OnSite, LLC collection site \$30.00 ea  
(onsite in Central Ohio) \$15.00 ea  
all other cost + \$6.00ea  
at Grady \$32.00ea

Includes use of approved Evidential Breath Testing Devices in accordance with all applicable Federal Guidelines. All results and related information will be consolidated and reported back to the authorized representative of Delaware County.

**DOT Physical Examination** OnSite, LLC collection site \$50.00 ea  
At Grady \$56.00 ea  
All others cost +\$6.00 ea

In compliance with Federal Regulation 49CFR Part 40.

**T-8 Physical Examination** OnSite, LLC collection site \$50.00 ea  
All others cost +\$6.00 ea

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

**Non DOT Physical Examination** OnSite, LLC collection site \$55.00

**TB Skin Test** OnSite LLC collection site \$8.00 ea

**Required Driver Information** (per booklet) \$2.95  
According to 49CFR Subpart F section (382.601) the employer is required to promulgate a policy on the misuse of alcohol and use of controlled substances. OnSite, LLC has prepared a driver book that meets or exceeds the federal requirements.

**Required 2 Hour Supervisor Training on Site** \$695.00  
OnSite, LLC will provide a trained professional to conduct the required training program at your facility. Public training offered periodically at locations designated by OnSite, LLC (per person) \$50.00  
According to 49CFR Subpart F section (382.603) the employer shall ensure that persons designated to determine whether reasonable suspicion exists to require a driver to undergo testing, under (382.307) to receive at least (60) sixty minutes of training on alcohol misuse and receive at least an additional (60) sixty minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The program includes a workbook and certificate of completion.

**Bill Consolidation** \$N/C  
Includes consolidation of all billings from collection sites, laboratories, and MRO into one invoice.

**Year End Summary Reports** \$N/C  
Onsite, LLC will keep summary reports for Delaware County, in accordance with all applicable Federal Guidelines.

**Fee and Payments**  
Payment is due upon receipt of invoice. Invoices open past thirty (30) days will be subject to a finance charge. Open invoices more than forty-five (45) days may cause suspension of service and reporting of results. If in agreement with the terms of this Letter of Agreement, please sign below. By the execution of this Agreement, OnSite, LLC guarantees the prices quoted for one (1) year, from the execution date of this Agreement.

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

**RESOLUTION NO. 99-399**

**IN THE MATTER OF EXECUTING A RENEWAL AGREEMENT WITH THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC) FOR PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN:**

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

Whereas, The Board of Commissioners of Delaware County has participated in the County Commissioners Association of Ohio Workers Compensation Group Rating Plan since 1994, and

Whereas, Delaware County has realized significant savings annually, including a savings of \$44,425.00 for the 1999 plan year and an estimated savings of \$49,513.00 in plan year 2000,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute a renewal agreement with the County Commissioners Association of Ohio Service Corporation for participation in the County Commissioners Association Of Ohio Workers Compensation Group Rating Plan for plan year 2000.

THIS AGREEMENT, dated as of June 1, 1999, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and DELAWARE COUNTY ("Participant"), a political subdivision of the State of Ohio.

**Section I: INTRODUCTION**

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO group rating plan are herein established.

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

A participating employer is hereafter referred to individually as a "Participant". Participating employers are collectively referred to as the "Group".

**Section II: NAME**

The name of the plan shall be the CCAO Worker's Compensation Group Rating Plan, hereafter referred to as the "CCAO Group Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 37 West Broad Street, Suite 650, Columbus, Ohio 43215.

**Section III PURPOSE OF GROUP PLAN**

The CCAO Group Rating Plan is intended to: (1 ) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

**Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY**

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

1. CCAO was created more than two years prior to the date of application for Group coverage.
2. CCAO was formed for the purposes other than obtaining Group workers' compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
3. The business of the Group is substantially similar such that the risks, which are grouped, are substantially homogeneous.
4. The aggregate workers' compensation premiums of Group members are expected to exceed 150,000 during the rating period covered by this Agreement.

B. The Participant represents and warrants as follows:

1. It has an Ohio Bureau of Workers' Compensation ("OBWC") risk number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
2. It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
3. That its 1998 calendar year payroll does not exceed \$40,000,000. Counties with a 1998 calendar year payroll of \$40,000,000 or more will not be eligible for membership in the Rating Plan. The maximum annual payroll amount shall be established annually by the CCAO Workers' Compensation Group Rating Plan Executive Committee, to reflect inflation and prevailing Ohio county payroll trends. |

**Section V BASIC OBLIGATIONS OF PARTIES**

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

A. CCAOSC shall:

1. Coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
2. File or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
3. Perform such additional duties as are required of it by this Agreement.

B. The Participant shall:

1. Join and participate in the CCAO Group Rating Plan; and
2. Perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

**Section VI: PENALTY RATED PARTICIPANTS**

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

Additionally, the participant recognizes that the inclusion of group members with a penalty modification detrimentally affects the group rate. Each year, CCAOSC, in cooperation with the administrator, shall analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan participant is not eligible for any subsequent year group plan and not renew said participant. Alternatively, CCAOSC, in its sole discretion, may create additional allocations or contributions of such participants, including the formation of a "Premium Discount Pool"..

Effective June 1, 1999, a penalty rated county that has not previously participated in the Plan will not be eligible for membership in the Plan.

**Section VII: PREMIUM DISCOUNT POOL PARTICIPANTS**

Effective for the policy year commencing January 1, 1998, CCAOSC has created a Premium Discount Program (PDP). Prior year plan participants projected to be in a penalty rating **must participate** in the Bureau of Workers' Compensation PDP in order to be eligible for Rating Plan membership. To do so, the Participant shall complete a "UA-5 Application For Premium Discount Program", and shall meet all requirements of the Bureau of Workers' Compensation for continued participation in the PDP. CCAOSC shall include the amount of PDP savings derived for each participant in the calculation of the rate contribution and rebate (Section VIII) such that the PDP participant will receive or contribute the amount determined as if the participant was included in the group program. A penalty rated Participant who is no longer eligible for the PDP due to the number of years of PDP participation (as specified in the BWC PDP guidelines) will not be eligible for Plan membership.

**Section VIII: RATE CONTRIBUTION AND REBATES**

The participant understands that the group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual group rate will vary depending upon multiple factors. The participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other group members be held liable for premiums owed by the participant to the OBWC.

The participant understands the group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual participant. In no event will CCAO, CCAOSC, the third party administrator, or the other group members be held liable for premiums owed by the participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan, which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation which shall include the amount of savings for participants in the Premium Discount Program. The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation and collect rate contributions from and pay rate equalization rebates to the Group's various Participants. The Participants determined to be eligible for the group filing shall receive the share of the group savings which shall be equal to the total savings of all group members less Premium Discount reimbursements multiplied by the percentage found by dividing the Participants individual payroll by the total payroll of all participating group members.

Premium Discount Program participants shall receive a share of plan savings which shall be the amount determined as if the participant was included in the group program filed with the Ohio Bureau of Workers' Compensation. Individual payroll divided by the payroll of all plan members will be applied to the plan savings as if the participants were included in the group filing.

CCAOSC shall bill any rate contributions due from individual Participants no later than sixty (60) days following receipt by CCAOSC of the payroll report submitted by Participants to the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt of all contributions due from individual Participants.

**Section IX: ADMINISTRATIVE SERVICES**

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section IX) relating to the Plan's activities. The cost of these services shall be born by the Participant in proportion of its workers' compensation premiums plus its contribution, or minus its rebate, as the case may be. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee, and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims which will affect the rating of the Group.

**Section X: RISK MANAGEMENT SERVICES**

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, which is attached hereto as Exhibit A. In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section IX, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

**Section XI: GENERAL MANAGEMENT FEES**

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section IX, above.

**Section XII: GROUP EXECUTIVE COMMITTEE**

There is hereby established a Group Executive Committee, which shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants, elected for the ensuing year by the Participants. No Participant shall have more than one member of the Group Executive Committee in any year, and each elected official shall be a county commissioner. However, any member may by written instrument appoint a designee, who need not be a county commissioner but shall be an officer or employee of the member's county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

1. To approve the selection of a TPA, as provided in Section IX hereof;
2. To review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
3. To determine ongoing eligibility of each Participant for continued participation in the Group; and
4. To perform such other acts and functions as may be delegated to it from time to time by the Group.

**Section XIII: TERM OF AGREEMENT**

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 1999 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

in the CCAO Group Rating Plan for the next annual rating period provided sixty (60) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently June 30 of the year prior to the applicable annual rating period. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Rating Plan prior to withdraw therefrom.

**Section XIV: APPLICATIONS BY PARTICIPANT**

Initial application of a Participant shall include: (1) properly signed and authorized copy of this Agreement; (2) properly executed and notarized OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Rating Plan before OBWC. A Participant's initial application shall also include a one-time membership fee in the amount of \$2,000. In order to remain in good standing, a Participant shall provide to CCAOSC annually prior to June 30 of each year: (1) a properly executed and notarized OBWC Form AC-26 and (2) an authorization letter for TPA/Risk Management Services (unless written exception has been obtained pursuant to Section IX and X above), allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan. |

**Section XV: GENERAL PROVISIONS**

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan. All Group Rating Plan funds shall be strictly segregated from all CCAOSC activities relating to the operations and activities of CCAO's property/casualty insurance pool or pools.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that Group rate setting is solely the function of the OBWC. It is understood that such considerations as the "TM Calculation", "Credibility Factor", and "Loss Value Limitation", shall be assigned by OBWC at the group, rather than the individual, level.

County Commissioners Association of Ohio

10 Step Safety Plan for County Government  
*Action Plan*

**Purpose:** In order to meet the needs of County Government in effectively addressing workplace safety and risk management, the County Commissioners Association of Ohio has adapted the *Bureau of Workers' Compensation's 10 Step Business Plan* to work within the unique structure of County Government in Ohio. This *10 Step Safety Plan for County Government - Action Plan* is the result

Counties participating in the BWC's Premium Discount Program (PDP) can use this *Action Plan* to achieve the PDP requirements. *In that respect, all Steps in this Action Plan need not be implemented immediately.* Only the first five steps are required in the first year of PDP participation, with additional steps required in subsequent years.

Counties participating in the PDP should assess the status of their safety program and use this *Action Plan* to set goals and a time-line for meeting those goals within the requirements of the PDP.

**Step 1: Active, Visible Senior Management Leadership Requirements**

- A. Authorization of necessary resources for accident prevention.
1. **Commissioners designate (or hire) a Safety Coordinator** who will be responsible for 10 Safety Plan / PDP compliance.
    - Identify additional personnel with safety responsibilities.
  2. Commissioners pass a resolution stating that they will authorize the resources necessary for safety / accident prevention.
    - Demonstrate that money is spent to purchase safety equipment, provide training, pay Safety Coordinator, etc.
    - Demonstrate that individual department budgets also include safety expenditures – Highway Department, Water/Sewer Department, Sheriff, MRDD, and others.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

3. Identify outside resources which will be used to improve workplace safety (i.e., CORSA / CCAO, Division of Safety and Hygiene).
- B. Commissioners issue a **written safety policy** with annual and long-term goals.
1. Express the county's commitment to workplace safety and health.
  2. Outline the respective responsibilities of Elected Officials, Department Heads, managers, supervisors, team leaders and employees regarding safety.
  3. Express a commitment to returning injured or ill employees to work at the earliest opportunity.
  4. Request that Elected Officials to adopt and implement the Commissioners' policy or draft and implement their own.
    - Safety policy signed by all Elected Officials and/or Department Heads.
- C. Commissioners, Elected Officials and Department Heads **visibly participate** in safety processes.
1. Include safety on the agenda of regularly scheduled staff meetings in departments throughout the county.
  2. Include safety on the agenda of regularly scheduled meetings between Commissioners and Department Heads / Elected Officials.
    - Document in minutes of Commissioners' public meetings.
  3. Attend at least one safety training session, safety committee meeting, safety inspection or other front line" safety activity per year to show support.
- D. Commissioners **assign accountability** for accident prevention activities and processes to all Elected Officials and Department Heads.
1. Identify employee's department for every workers' comp claim. Report to all Elected Officials and Department Heads the number and type of work injuries occurring in their department.
    - Request that Elected Officials and Department Heads respond and describe safety activities going on in their department.
    - Make report and response available to the public. (Omit employee names and confidential medical information).
  2. Do the following in departments under the Commissioners, and request that other Elected Officials do the same:
    - Distribute quarterly accident data to each department (omit employee names) where management level staff will discuss causes, plan and execute safety activities that address prevention.
    - Make safety material available to department managers and train them in their role in maintaining a safe work place.
    - Departments will report back to Commissioners regarding ongoing safety activities aimed at work practices.
- E. **Assessment** of the safety process.
1. Conduct a survey of employees and supervisors to solicit feedback on progress of county's program.
  2. Conduct internal inspections / safety audits of all locations.
  3. Supply a safety comment drop box.
- F. Elected Officials and Department Heads and Managers should **encourage employees** to take an active part in maintaining a safe workplace by at least one of the following:
1. Recognizing employees with safe work practices.
  2. Providing means for employees to report and abate hazards.
  3. Discussing safety with employees when in their work area.

**Step 2: Employee Involvement and Recognition Requirements**

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

- A. **Safety Team / Committee.**
1. Balanced membership - supervisors/employees.
  2. Meet at least quarterly.
    - Discuss accidents, employee concerns, make recommendations.
    - Request that elected Official/Department Head make timely response to Recommendations.
    - Written minutes that are posted.
    - Safety Committee members accessible to employees to discuss safety concerns.
- B. Accident investigation process will **include input** from employees and supervisors (as a witness to accident, or to recommend , etc.).
- C. Safety Coordinator will **solicit employee input** during periodic safety inspections.
- D. Managers, supervisors and employees **jointly participate** in safety training.
- E. **Recognize safe employees** by at least one of the following examples (or other method applicable to the individual department):
1. Supervisors observe and recognize safe employees / practices on a daily basis.
  2. Review safety behavior / practices (positive and negative) in supervisor and employee performance evaluations where permitted.
  3. Wall chart, "# safe days", or incentives (highway, water departments).
  4. Include "violation of safety rule / unsafe behavior" in employee discipline policy (if applicable)and enforce where appropriate.

**Step 3: Medical Treatment and Return to Work Practices Requirements**

- A Commissioners establish *written centralize policies and procedures* for managing all work related injuries, coordinated by their designee (safety coordinator) which include:
1. Procedures for obtaining medical treatment.
    - Written procedure explaining what an injured employee should do.
    - Develop a relationship with MCO, local medical facility and doctors.
    - Educate supervisors and employees on program and procedures.
  2. Require that all injuries be **reported immediately** to supervisor for documentation.  
Supervisor  
then reports the injury to safety coordinator.
  3. Require that all injuries be **investigated** (including witness statements) within 24 hours so that corrective measures can be taken.
    - Supervisor or safety committee to review findings and make recommendations, if necessary.
  4. Require supervisor or safety coordinator to **contact injured employees** regularly to get an update on their status.
    - Ongoing communication between supervisor, safety coordinator, MCO, doctor, rehabilitation provider and employee.
  5. Request commitment from each Elected Official and Department Head to implement a *duty/ transitional work program* (as permitted under the statutes, regulations and labor agreements which apply to that department) keep injured employees working during their recuperation period.
    - Safety Coordinator obtain job description in all lost time claims - provide to doctor and MCO to facilitate employee returning to work.
    - Safety Coordinator request that the Elected Officials / Department Heads provide modified duty job descriptions when needed.
    - Safety Coordinator communicate with doctor and MCO regarding modified duty so that doctor can determine if employee can return to work with modifications (as described in ; modified / light duty job description).
    - Inform all employees of modified duty program.

**Step 4: Communications**



**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

**Requirements**

- A. Demonstrate both "top-down" and "bottom-up" **lines of communication**, for example:
1. "Open forum" during safety committee meetings for employees to voice concerns.
  2. Safety comment box.
  3. Safety topics in employee newsletter or specialized safety newsletter / memo.
  4. Distribute results of periodic safety audits.
  5. Post Safety Committee minutes (see Step 2 (A)).
  6. Individual safety contacts (conversations) between supervisor and employee on specific work practices.
- B **Respond to employee suggestions** / recommendations on issues concerning accident prevention.
1. Through newsletter, memo or discuss during safety meetings.
  2. Include implementation steps or procedure changes, if applicable.
  3. If employee's suggestion cannot be implemented, explore alternatives to address employee's concern.
- C. Demonstrate written and verbal **communication tools** used throughout the county, for example: distribution of *The Shield*, newsletters, safety surveys, bulletin boards, group meetings, individual safety contacts, formal safety training on technical topics, motivational/reminder signs, booklets, posters, etc.

**Step 5 Timely Notification of Claims  
Requirements**

- A. Assure that all lost time claims are reported to the Managed Care Organization within the time limits required.
1. Commissioners appoint a *central administrator* for all Workers' Comp claims (possibly the Safety Coordinator) to whom all departments report employee injuries.
  2. Elected Officials will report their work related injuries to the safety coordinator.
  3. Safety Coordinator establishes lines of communication with MCO, Service Company (TPA), BWC, local hospital and medical providers.
  4. Safety Coordinator provides all departments with written policy described in Step 3 and training on injury reporting forms and procedures.
  5. Supervisors will report all employee injuries to safety coordinator who will verify that all lost time claims are reported to the MCO within the required time frame.
  6. Safety Coordinator to follow claim as necessary (in collaboration with MCO) to verify that employee is receiving timely treatment and benefits and to facilitate the employee's return to work.

**Step 6: Safety and Health Process Coordination  
Requirements**

- A. **Commissioners designate an individual (safety coordinator)** to facilitate county-wide safety systems and processes. Elected Officials having a safety person working within their department will coordinate efforts with the county-wide safety coordinator.
1. Safety Coordinator *does not* have primary responsibility for safety, but *facilitates and supports* management, supervisors, and employees in developing effective safety systems and processes.
  2. Safety Coordinator's job description should include the following:
    - helping management and employees identify accident prevention and safety training needs,
    - helping supervisors to develop strategies or make changes that address safety issues in their department,
    - identifying and communicating new safety and health requirements,
    - compiling injury and illness related records, - tracking progress on safety and health related projects throughout the county,
    - working with employees to optimize safe work practices.
  3. Safety Coordinator must attend at least one safety and health management seminar per year offered by the Division of Safety Hygiene to meet this requirement.
    - Information available at 1-800-644-6292.

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999**

---

- Individuals in safety positions in **all departments** encouraged to attend **Division of Safety and Hygiene training**. "Safety for CEO's" - training for Elected Officials and Department Heads is also available from S & H.
- Recommended that Safety Coordinator join at least one safety related **professional association**
- for example: County Loss Control Coordinators Association of Ohio, PRIMA Ohio, etc.

**Step 7: Employee Orientation and Training**

**Requirements**

- A. Commissioners to develop a *written safety training process* with specific training objectives and instruction procedures. Elected Officials having a safety person within their department will do the same for their department and coordinate with the county-wide safety coordinator.
- 1 Create a **safety orientation** packet for all new employees which includes
    - the county's safety policy,
    - employee responsibilities,
    - how and when to report injuries
    - actions to take in case of emergency,
    - how to report unsafe practices or conditions
    - return-to-work procedures.
  2. Ongoing **safety training** process can include training on:
    - hazard communication (as it applies to the work done in the specific department);
    - blood borne pathogens, if applicable;
    - safe work practices and hazard recognition specific to the work being done;
    - safe use of machinery and tools, as applicable;
    - ergonomic risk factors and the prevention of cumulative trauma disorders;
    - chemical hazards specific to the work site and how to prevent contact or exposure;
    - lockout-tagout, hot work permits and confined space entry, if appropriate.
  3. **Document** all training to include the date, topic covered, instructor's name and employees attending, signed by each employee attending.

**Step 8: Written and Communicated Safe-Work Practices**

**Requirements**

- A. **Provide employees with written *safe-work practices*.**
1. A general, county-wide "safe-work practice" can be used for a broad category of positions ("general clerical", for example) if the tasks and risks presented are the same.
  2. Safe-work practices can address the following areas, as applicable to the work done and risks presented. (If not applicable To a specific department or position, state reasons.)
    - good housekeeping
    - personal protective equipment
    - first-aid procedures
    - ergonomic principles
    - respiratory protection
    - lockout / tagout procedures
    - confined space entry
    - hazard communication
    - blood borne pathogens
    - emergency action
    - equipment operation
- B. Have employees sign a statement that they have read, understood and will follow the safe-work practices for their position.
- C. Department management will review safe -work practices with employees at least annually.

**Step 9: Written Safety and Health Policy**

**Requirements**

- A Written safety policy required by Step 1, A, 4.
1. Given to all new employees as required by Step 7, A, 1.

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999

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2. Provide to all newly elected officials for their review and approval.

**Step 10: Record Keeping and Data Analysis Requirements**

**A. Compile data on workplace safety.** Use that information to develop prevention programs.

1. Potential **sources for data** on workplace injuries: - Workers' Compensation service company (TPA). - Injury / accident , investigation into causes of injuries. - Investigation of "near misses". - OSHA 200 logs.
2. Examples of **information to collect** on each injury / illness or "near miss":
  - Nature of injury / illness, part of body affected.
  - What was employee doing at the time of injury; equipment being used.
  - Department
  - What could have been done to prevent the injury.
  - Number of lost work days.
  - Number of days from injury date to date reported to BWC and/or MCO.
- 3 Possible means of collecting data on **safety processes**: - Survey employee/supervisor/manager perceptions of workplace - Observe workplace behavior.

**B.** Use the data collected to **evaluate and improve** safety programs / processes, for example:

1. Identify trends in injury occurrences.
  - Specify hazards and propose solutions.
2. Assess effectiveness of accountability system.
3. Assess the effectiveness of safety communication activities.
4. Assess the effectiveness of safety training processes.

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

**RESOLUTION NO. 99-400**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND PURCHASES.. AT 9:55 AM:**

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

**RESOLUTION NO. 99-401**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:40 AM:**

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

**RESOLUTION NO. 99-402**

**IN THE MATTER OF APPROVING A DEED OF EASEMENT WITH JOE S. KERSEY:**

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

KNOW ALL MEN BY THESE PRESENTS: That JOE S. KERSEY, unmarried, hereinafter called the GRANTOR, for consideration paid by THE BOARD OF COUNTY COMMISSIONERS, Delaware County, Ohio, hereinafter called the GRANTEE, receipt of which is hereby acknowledged, hereby grants with general warranty covenants to the GRANTEE, its successors and assigns forever, a Temporary Easement in, through, over and under the following described real estate for the purpose of constructing, operating, installing, maintaining, removing or replacing sanitary sewer lines and tributary connections and appurtenant work in any part of said Easement.

Situated in the County of Delaware, State of Ohio, and Township of Orange, being part of Lot 16, in Range 18, Township 3, Section 4, and being more particularly described as follows:

Being 20 feet of easement consisting of two (2) foot strips of land, one 10 foot strip of land North of and parallel to and one 10 foot strip of land South of and parallel to an existing permanent easement as described in deed book 421, page 113; deed book 422, page 594; and deed book 592, page 519, extending from

COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 10, 1999

Powell road to Worthington road, for the purpose of replacing an existing 14 foot forcemain with a new larger forcemain.

The rights granted herein shall not be construed to interfere with or resist the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said utility, or ingress and egress to or over the Easement area. This Easement , however, shall not be constructed as giving to the Grantee any right of ingress and egress to or over the remainder of said premises owned by the GRANTOR.

Prior Instrument Reference: Deed Book 421, Page 113, Deed Book 422, Page 594; Deed Book 592, Page 519

IN WITNESS WHEREOF, the said GRANTOR hereunto sets his hand this        day of May, 1999.

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

**RESOLUTION NO. 99-403**

**IN THE MATTER OF INCREASING THE CONTRACT WITH MOBILE VIDEO SERVICES, INC. :**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the increase as stated below:

The Delaware County Commission met May 10, 1999, at a regular meeting, with a quorum of the commissioners being duly assembled. Upon majority vote of the commissioners present, be it hereby resolved:

WHEREAS, the County Commissioners and the County Auditor have entered into a contract with Mobile Video Services, Inc. for the completion of all the buildings in the county, with a master address database;

WHEREAS, that contract calls for the delivery of 31,500 images at per-image prices between \$2.00 and \$2.75, for a total contract price not to exceed \$64,875; and

WHEREAS, it appears that there are a greater number of structures than anticipated; and

WHEREAS, time is of the essence, as the developing foliage will soon reduce visibility so as to make the photographing of the remaining structures impossible;

THEREFORE, IT IS RESOLVED BY THE DELAWARE COUNTY COMMISSIONERS THAT:

1. The maximum price of the Mobile Video Services, Inc. contract is hereby increased by the sum of \$8,000, to \$72,875, with 25% of the final total to be paid from E911 funds and the balance from the County Auditor's Real Estate Assessment (REA) funds.
2. The prices shall be calculated in the same manner as the original contract.
3. No other term or condition of the contract shall be modified, unless by written consent of the parties.

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

There being no further business, the meeting adjourned.

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Deborah Martin

\_\_\_\_\_  
James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners