

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2000**

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

Present: James Ward, Deborah Martin, Donald Wuertz

10:00 AM Bid Opening for Delaware County 2000 Road Resurfacing

Kokosing Construction \$4,099,388.31

Northwood Stone & Asphalt \$4,123, 668.80

6:30 PM - EXECUTIVE SESSION

RESOLUTION NO. 00-461

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATIONS AT 6:30 PM:

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

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

RESOLUTION NO. 00-462

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 7:00 PM:

It was moved by Mr. Wuertz, seconded by Mr. Ward to adjourn out of Executive Session:

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

RESOLUTION NO. 00-463

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD MAY 30, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held May 30, 2000, and to approve resolutions and minutes as submit.

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

PUBLIC COMMENT

RESOLUTION NO. 00-464

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 273803 THROUGH 274659:

It was moved by Mr. Ward, seconded by Mr. Ward to approve for payment warrants 273803 through 274659 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-465

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

OECC is requesting that Rick Varner attend the Ohio Water Environment Annual Conference at Cleveland on June 27 through June 28, 2000, in the amount of \$415.00.

County Engineer is requesting that Tiffany Brinkmoeller attend the How to Avoid Legal Land Mines Seminar at Columbus on July 13 through July 14, 2000, in the amount of \$428.00.

County Engineer is requesting that Tiffany Brinkmoeller attend the How to Interview/ Select the Best People at Columbus on July 10, 2000, in the amount of \$223.00.

Human Services is requesting that Donna Eckman, Candy Hondrickson and Sharon Lloyd attend the WIA MIS System Training at Findlay on June 13 through June 14, 2000, in the amount of \$60.00.

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Human Services is requesting that Lisa Cabot, Marie Ellinger, Rosemary Halterman, Keith Matlack, Lisa Newman, Lori Powers, Sarah Hoffer, Carrie Block, Donna Bukovec, Marcy Downing, Craig Hill, John Reeves, Judy McCormick, Lee Hayes, Jim Little, Donna Eckman, Celia Vail, Perry Harper and Sharon Asbury to attend, training at various locations, primarily Columbus for the period of May 30 through December 31, 2000, in the amount of \$2,010.00.

Requesting Authorization for:

Lisa, Cabot, Marie Ellinger, Rosemary Halterman, Keith Matlack, Lisa Newman, Lori Powers, Sarah Hoffer, Carrie Block, Donna Bukovec, Marcy Downing, Craig Hill, John Reeves, Judy McCormick, Lee Hayes, and Jim Little to attend, at the expense of Delaware County, training at various locations, primarily 1919 Frank_Rd., Columbus for the period of 5/30/00 through 12/31/00.

Required Training

Cost of training to be paid from local/state/federal appropriated funds

Following are itemized the anticipated expenses necessary to be incurred during such period.

NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available.

(3 trainings x 15 staff x 60 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 810
Parking for <u>actual</u> cost (1 ½ trainings x 15 staff x \$10.00)	\$ 75
Registration for <u>actual</u> cost (1 training x 15 staff x \$75.00)	\$ 1125
Approximate of total request	\$ 2010

Kathy Mason, Diana Bratton, Crystal Ufferman to attend, at the expense of Delaware County, quarterly FACSIS meetings at various locations for the period of 5/30/00 through 12/31/00.

(2 meetings x 100 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 60
Parking for <u>actual</u> cost (2 meetings x \$10.00)	\$ 20
Registration for <u>actual</u> cost	-0
Approximate of total request	\$ 80

Judy McCormick, Carrie Block

to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, RAPS (risk assessment problem solving) meetings at Columbus, OH for the period of 5/30/00 through 12/31/00.

(2 meetings x 60 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 36
Parking for <u>actual</u> cost (2 meetings x \$10.00)	\$ 20
Registration for <u>actual</u> cost	-0-
Approximate of total request	\$ 56

Julie Kunkle, Julia Adkins, Susan Chronaberry, Candy Kelley, Joyce Marquart, Mary Sedlacek, Margaret Shields, Larry Hager, Cathy Humphreys, Patti Rayburn, Rhonda Leasure, Donna Eckman, Celia Vail, Perry Harper, Pam Pruett, Anne Tallent to attend, at the expense of Delaware County, CRISE and TOPS training at Columbus State Community College and various locations in Columbus for the period of 5/30/00 through 12/31/00.

(2 staff x 18 days x 60 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 648
Parking for <u>actual</u> cost	60
Registration for <u>actual</u> cost	-0-
Approximate of total request	\$ 708

Julie Kunkle, Rhonda Leasure, Donna Eckman, Celia Vail, Perry Harper and Sharon Asbury to attend, at the expense of Delaware County, Monthly Workforce Development meetings, One Stop Consortium meetings (DMARK), IM Supervisor meetings at various locations for the period of 5/30/00 through 12/31/00.

(100 miles x 6 x \$0.30) + (60 miles x 2 x \$0.30)	\$ 216
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	60
Parking for <u>actual</u> cost(6 meetings x \$10.00)	-0-
Registration for <u>actual</u> cost	
Approximate of total request	\$ 256

Rhonda Leasure, Sharon Aspery, Wendi Stephens to attend, at the expense of Delaware County, Quarterly

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Child Care meetings at Columbus for the period of 5/30/00 through 12/31/00.

(2 meetings x 60 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 36
Parking for <u>actual</u> cost	20
Registration for <u>actual</u> cost	N/A
Approximate of total request	\$ 56

Anne Tallent to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 5/30/00 through 12/31/00.

(100 miles x 2 x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 60
Parking for <u>actual</u> cost	-0-
Registration for <u>actual</u> cost	-0-
Approximate of total request	\$ 60

Julie Kunkle, Julia Adkins, Susan Chronaberry, Candy Kelley, Joyce Marquart, Mary Sedlacek, Margaret Shields, Larry Hager, Cathy Humphreys, Patti Rayburn, Rhonda Leasure, Donna Eckman, Ceilia Vail, Perry Harper, Pam Pruett, Anne Tallent to attend, at the expense of Delaware County, annual Human Services Symposium, Payment Accuracy Conference at Columbus for the period of 5/30/00 through 12/31/00.

(1 car x 60 miles x 2days x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 36
Registration for <u>actual</u> cost	N/A
Parking for <u>actual</u> cost	N/A
Approximate of total request	\$ 36

Mona Reilly, Angela Thomas to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), OHSDA (Ohio Human Services Directors Assoc.), ODHS Children Services Directors, Region 1 Directors meetings at various locations for the period of 5/30/00 through 12/31/00.

(8 meetings x 100 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 240
Parking for <u>actual</u> cost (4 meetings x \$10)	\$ 40
Registration for <u>actual</u> cost	-0-
Approximate of total request	\$ 280

Jackie Williams, Angela Thomas to attend, at the expense of Delaware County, Quarterly Fiscal meetings at Columbus for the period of 5/30/00 through 12/31/00.

Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 36
Parking for <u>actual</u> cost	-0-
Registration for <u>actual</u> cost	-0-
Approximate of total request	\$ 36

Jackie Williams, Diane Bowersmith, Vickie Kerns, Barbara Thomas, Becky Ward to attend, at the expense of Delaware County, Semi-annual EBT (Electronic Benefit Transfer)/ food stamp card meetings at Columbus for the period of 5/30/00 through 12/31/00

(2 meetings x 60 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 36
Parking for <u>actual</u> cost (2 meetings x \$10)	\$ 20
Registration for <u>actual</u> cost	\$ N/A
Approximate of total request	\$ 56

Jackie Williams, Barbara Minnick, Marty Starkey, Angela Thomas to attend, at the expense of Delaware County, Annual PET & QUIC user meetings (fiscal software at various locations for the period of 5/30/00 through 12/31/00.

200 miles x \$0.30)	
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$ 60
Parking for <u>actual</u> cost	-0-
Registration for <u>actual</u> cost	375
Approximate of total request	\$ 435

Requested/Recommend by: Mona Reilly, Director Delaware County Department of Human Services

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

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RESOLUTION NO. 00-466

IN THE MATTER OF APPROVING THE PLANS FOR GREIF BROTHERS; HICKORY WOODS; MAXTOWN ROAD TURN LANE AND HAVEST WIND, PHASE 7, SECTION 1; PLATS FOR MEDALLION ESTATES, SECTION 10; RESUBDIVISION OF LOT 130 OF MAIN ESTATES AND SORAYA ESTATES WEST; DITCH PETITION FOR MEDALLION ESTATES, SECTION 10, PHASE 1:

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

Greif Brothers

Paving of the Median and Shoulder for 0.25 mile to provide one northbound left turn lane and one southbound right turn lane into the proposed 148.7 acre Greif Bros. Office Park Development on U.S. 23 between Hyatts Road and Winter Road.

Hickory Woods

Part of Farm Lot 18, Section 2, Township 3, Range 17, U.S. M. L., Genoa Township, Delaware County, Ohio. Original Parcel Acreage: 35.27 Acres, Total Subdivision Acreage: 33.194 Acres, Acres Remaining: 2.079 Acres, Acreage in 14 Lots: 30.323 Acres, Acreage to be dedicated: 2.871 Acres, Development density = 0.42 Units per Acre, Terrain Classification is level.

Maxtown Road Turn Lane

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

Harvest Wind, Phase 7, Section 1

Genoa Township, Delaware County, Ohio. Part of Farm Lot 4 in Section 4, Township 3, Range 17, in the United States Military Lands.

Medallion Estates, Section 10

Situated in the State of Ohio, County of Delaware, Township of Genoa and in Farm Lots 5 and 12, Quarter Township 1, Farm Lot 1, Quarter Township 3, Farm Lot 1, Quarter Township 4, Township 3, Range 17, United States Military Lands, containing 40.781 acres of land, more or less, (32.665 acres of said 40.781 acres being in said Farm Lot 5, 1.553 acres of said 40.781 acres being in said Farm Lot 12, 0.790 acres of said 40.781 acres being in said Farm Lot 1, Quarter Township 3 and 5.773 acres of said 40.781 acres being in said Farm Lot 1, quarter Township 4) said 40.781 acres being part of that tract of land conveyed to MEDALLION PROPERTIES, LLC, by deed of record in Deed Book 651, Page 506, said 40.781 acres also includes all of Lot 1350 as the same is numbered and delineated on the subdivision plat entitled Hoover Acres No. 2, of record in Plat Book 18, Page 43, all references being to records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$228.00.

Resubdivision of lot 130 of Main Estates

Situated in the Township of Kingston, County of Delaware, State of Ohio, located in Farm Lot 8, Section 1, Township 5, Range 17, United States Military Lands, being a Resubdivision of Lot 130 of Main Estates Subdivision consisting of 3.037 acres, as conveyed to Samuel H. and Ruth R. Brown in Deed Book 661, Page 352. All references are to the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$6.00.

Soraya Estates West

Situated in the Township of Scioto, County of Delaware, State of Ohio, and being a part of Farm Lot 3 of Virginia Military Survey Number 2673, Virginia Military Lands, and being part of the same tract as conveyed to M.H. Dakhteh Companies, Inc. as recorded in Deed Book 658 at Page 725, County Recorder's Office, Delaware, Ohio. Lot fee in the amount of \$9.00.

Ditch Petition for Medallion Estates, Section 10, Phase 1

We the undersigned owners of 34.16 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as MEDALLION ESTATES, SECTION 10, PHASE 1 as evidenced by the subdivision plant (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

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Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the MEDALLION ESTATES, SECTION 10, PHASE 1 Subdivision. The cost of the drainage improvements is \$346,673.00 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. Sixty-one 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, \$5,683.16 per lot. An annual maintenance fee equal to 2% of this basis \$113.66 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 \$6,933.46 has been paid to Delaware County. Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 00-467

IN THE MATTER OF ACCEPTING ROADWAYS IN HEATHER GLEN; GALENA POINTE AND SHORES, SECTION 11:

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

Heather Glen

- **Ryan Meadow Place**, to be known as **Township Road Number 919**

We also request approval to return the Bond being held as maintenance surety to the developers, Brad Holbert and Luke Blazek.

Galena Pointe

- **Galena Pointe**, to be known as **Township Road Number 920**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Countrytyme, Inc.

Shores, Section 11

- An extension of 0.25 mile to **Township Road Number 499, Sandhurst Drive**
- **Rocky Shore Drive**, to be known as **Township Road Number 921**

We also request approval to return the Letter of Credit and Cash Bond being held as maintenance surety to the developers, Evergreen Land Company.

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

RESOLUTION NO. 00-468

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN HEATHER GLEN; GALENA POINTE AND SHORES, SECTION 11:

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

Heather Glen

- On Township Road Number 919, Ryan Meadows Place, at its intersection with Township Road Number 104, Dustin Road

Galena Pointe

- On Township Road Number 920, Galena Pointe, at its intersection with County Road Number 30, Sunbury Road

Shores, Section 11

- On Township Road Number 921, Rocky Shore Drive, at its intersection with Township Road Number 499,

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Sandhurst Drive

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

RESOLUTION NO. 00-469

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

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

Permit #	Applicant	Location	Type of Work
U000046	Sprint Telephone	Rome Corners Road	Place buried cable
U000047	Ameritech	Myrna Drive	Place down guys
U000048	Del-Co Water	Dent Road	Install water line
U000049	Columbus Southern Power	Home Road	Install overhead conductor
U000050	Sprint Telephone	Carter's Corner Road	Replace buried cable
U000051	General Telephone	Ostrander Road	Place telephone cable
U000055	Sprint Telephone	Plumb Road	Place buried cable
U000056	Sprint Telephone	Centerburg Road	Install cable
U000057	Sprint Telephone	Needles Road	Place service pedestal
U000058	General Telephone	McCurdy Road	Place telephone cable
U000059	Del-Co Water	Clark Shaw Road	Install water line

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

RESOLUTION NO. 00-470

IN THE MATTER OF APPROVING THE ESTIMATE, SPECIFICATIONS, PLAN AND SETTING BID OPENING DATE AND TIME FOR "THE PARK" AT GREIF BROTHERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the estimate, specifications, plan and set bid opening date and time:

Sealed proposals will be received at the **Delaware County Commissioner's Office, 101 N. Sandusky Street Delaware, Ohio 43015 until 10:00 a.m. local time on Monday, July 3, 2000** for furnishing all labor, materials and equipment necessary to complete the project known as **The Park at Greif Brothers** and, at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer's Office, 50 Channing St. Delaware, Ohio 43015 for a nonrefundable cost of \$60.00 for plans and specifications. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer's estimate for the project is \$1,682,000.00

All bids shall meet the General Specifications, which may be obtained at the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015.** Bids shall be submitted in a sealed envelope and marked **"SEALED BID FOR "THE PARK" AT GREIF BROTHERS.**

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

RESOLUTION NO. 00-471

IN THE MATTER OF AWARDING CONTRACTS AND APPROVING COMPENSATION FOR EASEMENT PURCHASE AGREEMENTS FOR PUBLIC RIGHT OF WAY AND /OR TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION:

It was move by Mr. Wuertz, seconded by Mrs. Martin to approve the following:

Whereas, additional land is needed for road purposes on Sunbury and Tussic Roads in Delaware County, Ohio, and

Whereas, property owners have been contacted, and reasonable purchase agreements for public right-of-way have been determined and agreed upon, and

Whereas, the following property owners have committed to accept payment as indicated in documentation below to be just and equitable for land taken and damages sustained by reason of the improvements for Sunbury and Tussic Roads, Delaware County, Ohio

Therefore Be It Resolved, compensation in the amounts listed below be awarded.

McCorkle Investment Co. \$1,096.00

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Joy & Richard Beard	\$8,850.00
McCorkle Investment Co.	\$ 212.00
Timothy & Julia Keller	\$5,000.00
Arvin & Opal Whitt	\$ 100.00
Slane Co. Ltd.	\$ 130.00
Phyllis McCarty	\$ 135.00
Robert & Marie Phillips	\$1,125.00
John & Julie Youngblood	\$5,000.00

**EASEMENT PURCHASE AGREEMENT
FOR PUBLIC ROAD RIGHT-OF -WAY
AND/OR
TEMPORARY EASEMENT FOR HIGHWAY CONSTRUCTION**

John E. and Julia M. Youngblood

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between John E. and Julia M. Youngblood, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 7026 Sunbury Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 7026 Sunbury Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " B"

3. The purchase price for both the permanent easements including all damages is five thousand dollars (\$5,000.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
 - A. Compensation of \$1, 000.00 per tree for any trees along the right of way that dies within 18 months after the completion of construction.
 - B. Frontage along Sunbury will be level with proper underground drainage for the full length of the property.
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Robert N. Jr. and Marie A. Phillips

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Robert N. Jr. and Marie A. Phillips, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter

th:

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 7060 Sunbury Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

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SEE ATTECHED LEGAL DESCRIPTION

2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 7060 Sunbury Road, Westerville, Delaware County, Ohio, and more particularly described as follows:
SEE EXHIBIT " B"
3. The purchase price for both the permanent easements including all damages is one thousand one hundred and twenty five dollars (\$1,125.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

The Slane Company Ltd.

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between The Slane Company, Ltd., hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a temporary easement for highway purposes a part of the land located at Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:
SEE ATTECHED LEGAL DESCRIPTION
2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:
SEE EXHIBIT " A"
3. The purchase price for both the permanent easements including all damages is one hundred and thirty dollars (\$130.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

McCorkle Investment Company

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between McCorkle

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Investment Company, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter witnesseth:

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a temporary easement for highway purposes a part of the land located at Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " A "

3. The purchase price for both the permanent easements including all damages is one thousand ninety six dollars (\$1,096.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
 - A. Construction shall be duration of 90-120 days.
 - B. Temporary easement one year no large trees to be removed in temporary.
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Arvin J. & Opal Whitt

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Arvin J. & Opal Whitt, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a temporary easement for highway purposes a part of the land located at 6945 Tussic Street, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 6945 Tussic Street, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " A "

3. The purchase price for both the permanent easements including all damages is one hundred dollars (\$100.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of

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County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

McCorkle Investment Company

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between McCorkle Investment Company, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the "BUYER", witnesseth:

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a temporary easement for highway purposes a part of the land located at Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " A "

3. The purchase price for both the permanent easements including all damages is two hundred and twelve dollars (\$212.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
 - A. Construction shall be for duration of 90-120 days.
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Timothy R. & Julia A. Keller

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Timothy R. & Julia A. Keller, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a temporary easement for highway purposes a part of the land located at 7133 Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION
2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 7133 Maxtown Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " A "
3. The purchase price for both the permanent easements including all damages is two hundred and twelve dollars (\$212.00), payable at closing.
4. Possession will be at Closing.

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5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Richard A. & Joy Y. Beard

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Richard A. & Joy Y Beard, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a temporary easement for highway purposes a part of the land located at 6982 Tussic Street, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION
2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 6982 Tussic Street, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " A "
3. The purchase price for both the permanent easements including all damages is eight thousand eight hundred and fifty dollars (\$8,850.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
 - A. County shall provide letter to Seller stating no change in gross acreage.
 - B. Leech bed shall be repaired or replaced at the expense of the County in the event of damage during the construction process.
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Phyllis L. McCarthy

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Phyllis L. McCarthy, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a temporary easement for highway purposes a part of the land located at 7094 Sunbury Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

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SEE ATTECHED LEGAL DESCRIPTION

- 2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a temporary easement for highway construction purposes over the lands located at 7094 Sunbury Road, Westerville, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " A"

- 3. The purchase price for both the permanent easements including all damages is one hundred and thirty five dollars (\$135.00), payable at closing.
- 4. Possession will be at Closing.
- 5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
- 6. The Buyer also agrees to the following additional items of consideration:
 - A. Current zoning and all existing lot lines to remain the same.
- 7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

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

RESOLUTION NO. 00-472

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF COMMISSIONERS, THE SHERIFF OF DELAWARE COUNTY AND G. M. HEALTH SERVICES FOR SELECTED HEALTH CARE SERVICES FOR INMATES AT THE JAIL AND EMPLOYEES OF THE DELAWARE COUNTY JAIL AND SHERIFF’S DEPARTMENT:

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

This Agreement is made between G.M. Health Services, hereinafter called "G.M.H.S." and the Board of Commissioners and Sheriff of Delaware County of Ohio, operators of the Delaware County Jail, hereinafter called "The Jail."

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

- 1. PURPOSE: The purpose of this Agreement is for G.M.H.S. to provide health care services to inmates of The Jail and selected health care services for employees of the Delaware County Jail and Sheriff's Department.
- 2. SERVICES: G.M.H.S. will provide:
 - A) A nurse for 40 hours each week for:
 - 1. Provision of health assessments and consultation for inmates. The nurse shall assess all inmates determined to need services and will treat according to approved policies and procedures, standing health care orders approved by The Jail medical advisor, or health care orders obtained from the inmate's family physician, when available (see addendum).

Referral to the Grady Memorial Hospital Emergency Room/Urgent Care will be made as determined by the corrections nurse or by designated staff of The Jail. During those hours when the corrections' nurse is not on duty at The Jail nonlife threatening health care needs shall be referred to Grady Memorial Hospital Emergency Room or Urgent Care. In no circumstance should there be a delay in calling 911 for life threatening health care needs (see addendum).

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2. Annual review and revision of all guidelines, procedures, and policies in accordance with the standards of Grady Memorial Hospital; American Medical Association (Health Service in Jails, September, 1981); American Nurses' Association (Standards of Nursing Practice in Correctional Facilities, 1985); Department of Rehabilitation and Correction, State of Ohio (Minimum standards for Jails in Ohio-Full Service Facility, June, 1986).
3. Consultation and administration of selected health services for employees of the Delaware County Jail and Delaware County Sheriff's Department. All consultation and administration of selected health services will be by mutual agreement of both parties to this agreement.

Selected services include:

- a) Administration of immunizations for Sheriff's department employees in compliance with local, state and federal regulations, including OSHA.
 - b) Pre-employment and periodic health assessment for food service workers in compliance with local, state and federal regulations.
 4. Assistance with support staff and correction officer training in CPR, First Aid, infection/communicable disease control, crisis intervention techniques and suicide management, recognition of abnormal inmate behavior and stress management for correction officers.
 5. Training of designated staff of The Jail in the administration of medications prescribed by the physician. Training shall consist of classroom instruction and supervision of each staff member by the corrections' nurse in medication administration procedures.
 6. Establishment of health records for each inmate needing medical evaluation or treatment with updates and maintenance by the corrections' nurse. Health records will be maintained in a locked file with access by designated staff only. No health record may be transferred or released without written authorization of the inmate or as provided by law or administrative regulation having the force and effect of law.
- B) Pharmacy Services will be provided by GMHS/Grady Pharmacy and will include:
1. Implementation of a jail formulary utilizing generic equivalents where therapeutically appropriate.
 2. A total quality management approach to the provision of pharmaceutical services at the jail including:
 - a. A documented review of current ordering, dispensing, administration and return systems for pharmaceuticals provided by GMHS to the jail and administered by a Grady Memorial Hospital employee functioning as the corrections nurse.
 - b. A written plan for revisions and/or corrective actions as needed to be done jointly by the Medical Advisor of Occupational Health, Occupational Health Manager, Grady Pharmacist, corrections nurse and a representative of the jail.
 - c. A written evaluation of pharmaceutical services systems, at least annually to jail administration.
 - d. An inmate pharmaceutical triage information source for the corrections nurse and in the nurses absence, the corrections officers administering pharmaceuticals.
- C) Provide professional liability insurance for the nurses providing services at the jail.
- D) A physician licensed to practice medicine in the State of Ohio, who will see ill or injured inmates and do follow-up after an emergency room visit, one hour weekly, on-site at the Delaware County Jail. Day and time will be coordinated with the corrections nurse and the Director of Occupational Health.

If more than one hour of physician time is needed due to increased volume of inmates with health care needs, approval shall be obtained from the Delaware County Sheriff by the Corrections Nurse prior to scheduling additional time.

Additional hours will be billed at \$130 an hour or \$70 an half hour.

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3. RESPONSIBILITIES: G.M.H.S. will be responsible for those services outlined under "services". The Delaware County Jail Administration will:
- A) Maintain sufficient space for the nurse to make health assessments and provide security during the assessment of inmates.
 - B) In the event, an inmate is admitted to Grady Memorial Hospital, an officer shall be available at the bedside of the inmate to insure that no interference with hospital operations occurs and to ensure no interruption in the care and safety of other patients. The officer may be dismissed if it is agreed by The Jail Administration and the Hospital Executive Director that the presence of the inmate will not pose a danger to patients' safety or Hospital security.
 - C) Provide for the completion of a preliminary health evaluation record (reference: Minimum Standards for Jails in Ohio-Section 51 20:1-8-09-Medical-full service Jail, pg. 26; C:1-10) for all new inmates. The health evaluation record is forwarded to the corrections' nurse for review on the next regularly scheduled day.
 - D) Meet with representatives of G.M. Health Services and corrections' nurse on a quarterly basis for review of medical department operational issues.
- 4) PAYMENT: G.M.H.S. will bill The Jail monthly according to the following fee schedule:
- A) \$34.50 per hour for regularly scheduled on-site nurse services. The Jail shall pay at a rate of time and one half per hour for any services provided beyond 40 hours per week.
 - B) Pharmacy services will be billed according to current pricing for formulary items and will be itemized by inmate for each medication.
 - C) UC/ER services will be billed directly by Grady Memorial Hospital according to the prevailing hospital fees.
- Terms of payment will be net thirty (30) days.
- 5) NOTICE AND CONTACT PERSONS: Any and ail notices given pursuant to this agreement shall be made in writing or by phone, and addressed to the respective contact persons of the parties:

For **G.M.H.S.:** **CONTRACT RENEWAL/REVISION** Joseph M. Howard, RN, COHN

Director, Occupational Health Services

For **Delaware County Jail:**

Don Witt - Administrator-Delaware County Jail
Al Myers - Sheriff-Delaware County

- 6) NON COMPETE CLAUSE: During the term of this Agreement and any renewals or extensions thereof and for a period of 24 months following termination for any reason whatsoever, The Jail agrees that it will not offer employment to or hire any employee of G.M. Health Services who has provided services under the terms of this Agreement. In the event of a violation of this Agreement G.M. Health Services shall be entitled to enforce this provision by injunctive relief and all other remedies available at law.
- 7) TERMS OF AGREEMENT: The term of this Agreement shall be for a period of two years. This Agreement shall automatically renew for a successive term of one year upon the same terms and conditions with the exception of the rate of compensation, which shall be subject to agreement of the parties. Either party may terminate this Agreement effective at the end of the term then in effect by providing written notice to the other party of its' intent not to renew at least 30 days prior to the expiration of the term.
- 8) MISCELLANEOUS: This Agreement represents the entire understanding of the parties, and any other previous agreements written or verbal, is hereby superseded by this Agreement. The terms of this Agreement may be changed by subsequent written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this this 20th day of January 2000.

ADDENDUM

Definitions:

- 1. **LIFE THREATENING HEALTH CARE NEEDS** are those needs that without immediate medical

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attention could result in death, permanent injury or serious bodily harm.

2. **JAIL MEDICAL ADVISOR** is a physician designated by the administration of Grady Memorial Hospital for G.M. Health Services and Occupational Health; licensed to practice medicine in the State of Ohio; member of the medical staff of Grady Memorial Hospital; who will advise and approve policies and procedures followed by the corrections nurse for the health care and services to inmates and employees of the Delaware County Jail and Sheriff's Office.

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

RESOLUTION NO. 00-473

IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS IN HARVEST WIND, PHASE 7, SECTION 2 AND HOMESTEAD AT SCIOTO RESERVE, SECTION 1, PHASE 1:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the sanitary sewer plans for Harvest Wind, Phase 7, Section 2 and Homestead at Scioto Reserve, Section 1, Phase 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 00-474

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENT FOR SHUMAKER CONDOMINIUMS:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following Sanitary Subdivider's Agreement:

Shumaker Condominiums

This agreement executed on this 1st day of June, 2000, by and between MID OHIO DEVELOPMENT SUBDIVIDER, as evidenced by the SHUMAKER CONDOS and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$56,500.00) 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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,390.00 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,

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as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

RESOLUTION NO. 00-475

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

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

Deanna L. Slone has transfer from Clerk of Court to Human Services; effective date of transfer is June 19, 2000.

Tammy Mannasmith has accepted the position of Day Care Coordinator for Human Services; effective date of hire is June 21, 2000.

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

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RESOLUTION NO. 00-476

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 Mr. Wuertz, seconded by Mr. Ward to execute the renewal 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, and estimates savings of \$46,017 in plan year 2001,

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 2001.

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

RESOLUTION NO. 00-477

IN THE MATTER OF AMENDING THE PARTNERSHIP AGREEMENT BETWEEN THE OHIO DEPARTMENT OF HUMAN SERVICES (OHIO DEPARTMENT OF JOB AND FAMILY SERVICES) AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DELAWARE COUNTY PLAN OF COOPERATION BETWEEN THE DELAWARE DEPARTMENT OF HUMAN SERVICES AD THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY:

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

WHEREAS, The Board of County Commissioner adopted Resolution 00-04 on January 3, 2000 designating the Delaware County Department of Human Services (Department of Job and Family Services as of July12, 2000) as the Workforce Development Agency,

NOW THEREFORE BE IT RESOLVED that the Board if County Commissioners amends the Partnership Agreement Between the Ohio Department of Job and Family Services and Delaware County Board of County Commissioners to include the Workforce Investment Act Activities and responsibilities as specified in the amendment.

FURTHER BE IT RESOLVED that the Delaware County Plan of Cooperation between the Department of Human Services and the Delaware County Child Support Enforcement Agency be approved and amended as specified in amendment.

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

RESOLUTION NO. 00-478

IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES (DEPARTMENT OF JOB AND FAMILY SERVICES AFTER JULY 1, 2000)

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

WHEREAS, the Board of County Commissioners adopted Resolution 00-04 on January 3, 2000, designating The Delaware County Department of Human Services(Department of Job and Family Services as of July 1, 2000) as the Workforce Development Agency, and

WHEREAS, The Delaware County Workforce Development Agency is responsible for workforce development activities including any program, grant, or other function, the primary goal of which is to do one or more of the following:

1. Help individuals maximize their employment opportunities;
2. Help employers gain access to skilled workers;
3. Help employers retain skilled workers;
4. Help develop or enhance the skills of incumbent workers;

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- 5. Improve the quality of the state's workforce;
- 6. Enhance the productivity and competitiveness of the state's economy, and

WHEREAS, The Delaware County Workforce Development agency, will be the administrative and reporting entity on behalf of the Local Workforce Policy Board responsible for the following activities:

- 1. Entering into Workforce Investment Act funded contracts, upon direction received through parameters set by the Local Workforce Policy Board.
- 2. Monitoring and reporting Workforce Investment Act performance for the one-stop system and its partners and contracting vendors (which includes data entry in the OhioWorks ServiceLink application).
- 3. Submitting all reporting information to the Local Workforce Policy Board and ODJFS.
- 4. At the Direction of the Local Workforce Policy Board, maintain the Eligible Provider list for the Individual Training Account (ITA) system.
- 5. Administer the payment process for the ITA system and other WIA purchased services.
- 6. Monitor and oversee the implementation of the workforce development activities as detailed in the county's workforce development Plan as attached as Appendix A.
- 7. Serve as the county's primary point of contact with ODJFS regarding implementation of the county's workforce Development Plan

WHEREAS, in performing the above duties the Delaware County Workforce Development Agency will be held accountable for meeting the performance standards negotiated with the ODJFS.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners enters into This Memorandum of Understanding with the Workforce Development Agency for the purpose of implementing workforce development activities.

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

RESOLUTION NO. 00-479

IN THE MATTER OF APPROVING THE REIMBURSEMENT TRAVEL RATE FOR FOSTER PARENTS AND INDIVIDUAL PROVIDERS FOR THE DEPARTMENT OF HUMAN SERVICES:

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

Whereas, the Delaware County Department of Human Services and the Delaware County Commissioners contract with foster parents and other individuals who provide transportation for children and clients of the Delaware County Department of Human Services,

Whereas, the Delaware County Commissioners set the reimbursement rate for foster parents and individual providers travel and adjusts that rate from time to time,

Whereas, the current travel reimbursement rate for foster parents and individual providers of the Delaware County Department of Human Services is \$0.24 per mile,

Whereas, the Department of Human Services is requesting that reimbursement be adjusted to \$0.30 per mile,

Be It Now Therefore Resolved, that the travel reimbursement rate for foster parents and other individual providers shall be set at \$0.30 per mile

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

RESOLUTION NO. 00-480

IN THE MATTER OF APPROVING THE ANNUAL RECLAIM OHIO PROGRAM PLAN FOR FY 2001:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the annual Reclaim Ohio Program Plan for the FY 2001.

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

RESOLUTION NO. 00-481

7:30 PM - HEARING FOR ANNEXATION OF 77.5, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

Opened the Hearing at 7:33 PM.

Scott Wolf, Agent for the petitioner requested the hearing be continued for 90 days.

Closed hearing at 7:37 PM.

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It was moved by Mr. Wuertz, seconded by Mr. Ward to continue the Hearing until October 2, 2000, at 7:30 PM,

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

RESOLUTION NO. 00-482

8:00 PM - HEARING FOR ANNEXATION OF 86.8, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO THE VILLAGE OF POWELL:

There being no one present representing the petitioner, the commissioners adjourned without hearing the petition.

RESOLUTION NO. 00-483

IN THE MATTER OF ADOPTING THE SETTLEMENT AGREEMENT IN THE CASE OF RUDOLPH/LIBBE V. DELAWARE COUNTY COMMISSIONERS, 99-CV-H-04-131, AND AUTHORIZING THE PAYMENT OF FUNDS THEREON BY THE DELAWARE COUNTY SANITARY ENGINEER:

Whereas; the Board of County Commissioners are a defendant in the above captioned lawsuit in which Rudolph/Libbe has demanded compensation in excess of one million dollars, and

Whereas; the Board of County Commissioners of Delaware County, Ohio has evaluated the claim of Rudolph/Libbe in the above captioned case, and

Whereas; the Board of County Commissioners of Delaware, County, Ohio has entered into negotiations with Rudolph/Libbe to settle the above captioned case, and a settlement agreement acceptable to both parties has been reached.

Now, therefore, upon the motion of Commissioner Wuertz, seconded by Commissioner Ward.

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

- Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby accept and endorse the settlement in agreement in the case of Rudolph/Libbe V. Delaware County Commissioner, 99CV-H-04-131.
- Section 2. That pursuant to the aforementioned settlement agreement, the Delaware County Auditor shall be directed to make payment from the Regional 1-A Sanitary Account of the Delaware County Sanitary Engineer to Rudolph/Libbe, in the amount of \$412,500.00.
- Section 3. That the Board of County Commissioners of Delaware County, Ohio does hereby release and direct payment of the contractual Retainage amount of \$24,544.02.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners