

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 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

RESOLUTION NO. 00-874

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS, PENDING LITIGATION AND LAND ACQUISITIONS AT 8:30 AM:

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

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye
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RESOLUTION NO. 00-875

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:05 AM:

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

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 00-

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD OCTOBER 16, 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 October 16, 2000, and to approve resolutions and minutes as submitted.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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PUBLIC COMMENT - None

RESOLUTION NO. 00-877

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 285548 THROUGH 286066:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 285548 through 286066 on file in the office of the Delaware County Commissioners.

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye
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RESOLUTION NO. 00-878

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

County Engineer is requesting that Tiffany Brinkmoeller attend the Ohio Conference on State /Federal/Personnel Laws at Columbus on November 30 through December 1, 2000, in the amount of \$457.00.

County Engineer is requesting an additional \$201.50 for mileage and parking for four employees to attend the CCAO/CEAO Annual Winter Conference at Columbus on December 10 through December 13, 2000.

Department of Job and Family Services is requesting that Donna Bukovec and Carrie Block attend the Sexual Offender Profiling Training at Columbus on December 4 through December 5, 2000, in the amount of \$418.00.

Juvenile Court is requesting that Vicki Cortez attend the Managers and Supervisors Conference at Lima on November 3, 2000, in the amount of \$199.00.

Juvenile Court is requesting that Thomas Loudon attend the Ohio Association of Juvenile and Family Court Judges 2000 Winter Meeting at Cincinnati on December 1, 2000, in the amount of \$233.00.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 00-879

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR RIVER BEND, SECTION 2, PART 2:

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000**

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

River Bend, Section 2, Part 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$31,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

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

RESOLUTION NO. 00-880

IN THE MATTER OF ACCEPTING ROADS IN TARTAN FIELDS, PHASE 8; TARTAN FIELDS, PHASE 12; TARTAN FIELDS, PHASE 13 AND WALKER WOOD, SECTION 7, PHASE 1:

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

Tartan Fields, Phase 8

- An extension of 0.03 miles to **Township Road Number 814, Tartan Fields Drive**
- **Morris Drive**, to be known as **Township Road Number 938**
- **Campbell Lane**, to be known as **Township road Number 939**

We also request approval to return the Letters of Credit being held as maintenance surety to the developer, NHG Development Group.

Tartan Fields, Phase 12

- **Palmer Court**, to be known as **Township Road Number 940**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group

Tartan Fields, Phase 13

- **Deacon Court**, to be known as **Township Road Number 941**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group

Walker Wood, Section 7, Phase 1

- An extension of 0.36 miles to **Township Road Number 885, Tucker Trail**
- **Eric Court**, to be known as **Township Road Number 936**
- **Lydia Drive**, to be known as **Township Road Number 937**

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

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

RESOLUTION NO. 00-881

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN TARTAN FIELDS, PHASE 8; TARTAN FIELDS, PHASE 12; TARTAN FIELDS, PHASE 13 AND WALKER WOOD, SECTION 7, PHASE 1:

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

Tartan Fields, Phase 8

- On Township Road Number 814, Tartan Fields Drive at its intersection with Township Road Number 938, Morris Drive
- On Township Road Number 938, Morris Drive, at its intersection with County Road Number 131, Harriott Road

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000**

- On township Road Number 939, Campbell Lane, at its intersection with Township Road Number 938, Morris Drive

Tartan Fields, Phase 12

- On Township Road Number 940, Palmer Court, at its intersection with Township Road Number 129, Concord Road

Tartan Fields, Phase 13

- On Township Road Number 941, Deacon Court, at its intersection with Township Road Number 940, Palmer Court

Walker Wood, Section 7, Phase 1

- On Township Road Number 885, Tucker Trail at its intersection with Township Road Number 867, Walker Wood Boulevard
- On Township Road Number 936, Eric Court, at its intersection with Township Road Number 885, Tucker Trail Drive
- On Township Road Number 937, Lydia Drive, at its intersection with Township Road Number 885, Tucker Trail Drive

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

RESOLUTION NO. 00-882

IN THE MATTER OF EXTENDING THE TIME FOR THE SUBDIVIDER’S AGREEMENT AND LETTER OF CREDIT FOR SELDOM SEEN ACRES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to extend the subdivider’s agreement:

In September 1999, the Delaware County Board of Commissioners executed a Subdivider’s Agreement for Seldom Seen Acres. Since that time, additional work has been added to this project. The Engineers are, therefore, requesting an extension of time for the Subdivider’s Agreement until June 1, 2001. An Amendment to the developer’s Letter of Credit, which extends the expiration date plus adds additional monies for the additional work is in place for your approval.

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

RESOLUTION NO. 00-883

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000139	Time Warner	Rosecrans Road	Bury fiber optic cable
U000140	Time Warner	Rosecrans Road	Bury fiber optic cable
U000141	Columbia Gas	South Old 3C Highway	Replace gas line

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

RESOLUTION NO. 00-884

IN THE MATTER OF APPROVING THE CHANGE ORDER FOR LOAD LIMIT ON HOME ROAD BRIDGE:

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

Structure File No: 2130998 **Bridge No:** 124-01.68 **Road:** Home Road
Current Appraisal: 4P **Date:** October 17, 2000

Currently Posted: 16 Tons

New Posted Weight Limit: 8 Tons

Judgment: Deterioration of Pier Seats

Ordered By: Clyde Seidle Jr. , Chief Deputy

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000

Nearest Road: SR 257 **Distance:** 0.06 Miles

Whereas, It has been ascertained by the County Engineer that the above described bridge is by reason of damage, deterioration or original design, not able to safely bear full legal load as established by the Ohio Revised Code chapters 5577 and 5591, and

Whereas, The above described bridge has been posted at the tonnage labeled "new posted weight limit" for one day or more as required by ORC Section 5591.42.

Now Therefore, Be It Resolved by the Board of Commissioners of Delaware County, Ohio that:

By virtue of Section 5591, Revised Code of Ohio, the legal load limit of the above described bridge is hereby reduced as shown.

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

RESOLUTION NO. 00-885

IN THE MATTER OF APPROVING THE AGREEMENT WITH UNIVERSITY OF CINCINNATI FOR TYLER ROAD BRIDGE ANALYSIS:

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

AGREEMENT, made and entered into this 23 day of October 2000, by and between the *Delaware County Engineer's Office*, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and the *University of Cincinnati*, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of \$113,406, (One hundred thirteen thousand four hundred six dollars and zero cents), based on attached proposal dated April 27, 2000, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as *Tyler Road Bridge Deck Analysis, Delaware County, Ohio*, in accordance with attached proposal; which proposal, is hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of *The Delaware County Engineer's Office*. Work is to be completed in accordance with attached proposal.

THE SECOND PARTY hereby agrees to hold the *Delaware County* free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees. *Delaware County* reserves the right to terminate this contract at any time for convenience.

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

RESOLUTION NO. 00-886

IN A MATTER OF AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT CONCERNING THE CONSTRUCTION OF HIGHFIELD DRIVE:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize the execution of the agreement:

WHEREAS, Delaware County and Orange Township each desire to promote the economic welfare and improve the economic opportunities of the people in the County and the Township, respectively, by assisting in the establishment or expansion within the County and the Township, of industrial, commercial, or research facilities and by creating and retaining employment opportunities for the people of the County and the Township; and

WHEREAS, the Northbrooke/AC LLC, hereafter referred to as the "Developer", an enterprise participating in the development of real estate, has proposed to the County and the Township a commercial development project to be located on an existing vacant development Site, Parcel No. 31831203005001, in the Northbrooke Corporate Center, in Orange Township; and

WHEREAS, in connection with that development, the Developer expects that Accel, Inc. will construct an assembly and distribution center on the vacant development site which is expected to result in the creation of approximately 200 new full-time jobs and retention of approximately 215 full-time jobs; and

WHEREAS, the Developer has further proposed to the State of Ohio, the County, and the Township, that certain roadway improvements related to the final section of Highfield Drive be constructed to connect the existing segments of Highfield Drive thereby facilitating the development of the Accel, Inc. project; and

WHEREAS, the State of Ohio, acting through the Director of the Ohio Department of Development has reviewed the

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000

proposed development of Accel, Inc. and has determined that, because of the creation of new full-time jobs and the retention of existing full-time jobs projected for the Accel, Inc. project, such development is in the best interest of the citizens of the County and the Township and has authorized a grant in the amount of \$250,000 from its Fiscal Year 2001 Roadwork Development (629) Account to be administered and paid by the County to the Developer on a reimbursement basis in respect to the construction of the Highfield Drive roadway improvements; and

WHEREAS, the Developer has committed to construct or cause to be constructed said roadway improvements, and to pay or cause to be paid any and all cost associated with acquiring land for right-of-way, and the design, construction, and inspection of said improvements not otherwise paid for by the 629 grant, and upon completion, dedicate or cause to be dedicated said roadway improvements to the Township; and

WHEREAS, the Board of Township Trustees of Orange Township has reviewed the proposed development of the Site and determined that, because of the creation of new jobs and retention of existing jobs, such development is in the best interest of the citizens of the Township;

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

SECTION 1. That the Board of Commissioners of Delaware County hereby authorizes the execution of an Economic Development agreement with the Board of Township Trustees of Orange Township and Northbrooke/AC LLC to implement the administration of the 629 grant from the State of Ohio, Department of Development, to facilitate the construction of certain roadway improvements intended to complete the connection of Highfield Drive.

SECTION 2. That upon completion of the roadway improvements in a manner acceptable to Delaware County and Orange Township, the Township shall accept such roadway improvements by dedication.

SECTION 3. The Delaware County Economic Development Director is directed to formally notify the Ohio Department of Development of this Resolution and to forward a copy of this economic development agreement to the Director of the Ohio Department of Development upon execution of this agreement.

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

RESOLUTION NO. 00-887

IN THE MATTER OF APPROVING AN APPLICATION FOR GRANT FUNDS IN ACCORDANCE WITH S.B. 239 FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY:

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

WHEREAS, the Delaware County Emergency Management Agency (EMA) co-sponsors "Kids Safety Scenes", a county-wide "safety awareness program" for fifth grade students, and;

WHEREAS, this program provides safety education, including fire, water, weather, hazardous waste, etc. for over 800 school children each year, and;

WHEREAS, the Delaware County EMA desires to upgrade existing facilities used for this program to provide a safer, more secure environment for the presentation of this program to the children, and;

WHEREAS, Senate Bill 239 makes funds available for special projects that will benefit Emergency Management and that do not supplant any federal, state, or local funding to the County Agency,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the submission of this grant request from the Delaware County EMA to the Ohio State EMA.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 00-888

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND GINA WRIGHT:

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

Gina Wright

This contract is entered into on October 23, 2000, between the Delaware County Department of Job and

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000**

Family Services (“Department”) and Gina Wright, a certified Type B Family Child Care Home, (“Provider”), located at 2268 Farmland Dr., Delaware, Ohio whose telephone number is (740) 369-0555. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from October 23, 2000, or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
 - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit ___, if applicable).
 - (1) **Basic Rates:** (All rates are per hour)

\$1.65 per hour
 - (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

None
 - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
 - (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider’s reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit ___, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
 - (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
 - (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department’s record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
 - (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider’s contract; and
 - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. “Deceptive” means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000**

recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.

7. **ELIGIBILITY FOR SERVICES:**

(A) **Eligibility Determinations:**

(1) Eligibility for publicly funded child care shall be determined by the:

- X Department.
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
- Provider
ChildCare Resource and Referral agency serving the county.

(2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.

(3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.

(B) **Reimbursement**

(1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.

(2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.

8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.

9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.

10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.

11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.

12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000

RESOLUTION NO. 00-890

IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY BONDED CHEMICALS, INC. FOR FERRIC CHLORIDE SOLUTION:

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

Whereas, Delaware County went out to bid and bids were taken on October 9, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by Bonded Chemicals, Inc., located in Columbus, Ohio has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Bonded Chemicals Inc., in the amount of \$0.153/pound of FeCl₃ complete and delivered for Ferric Chloride Solution.

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

RESOLUTION NO. 00-891

IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR HARVEST WIND, PHASE 6, SECTION 2; CAMBRIDGE SUBDIVISION AND ORANGE POINT COMMERCE PARK, PHASE 2:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plans for Harvest Wind, Phase 6, Section 2, Cambridge Subdivision and Orange Point Commerce Park, Phase 2 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. 00-892

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

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

6990 Sunbury Road

In the amount of \$5,900.00 with \$687.94 finance charge (pro-rated over a 3-year period) making total of \$6,587.94 for placement on tax duplicate. Bi-Annual payment is \$1,097.99.

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

RESOLUTION NO. 00-893

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

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

Ben J. Layton has accepted the position as Custodian for Maintenance; effective date of hire is October 24, 2000.

Ronald W. Creelman has accepted the position as Painter for Maintenance; effective date of hire is October 30, 2000.

Francis Cook has accepted the temporary assignment as Income Maintenance Worker 3 for Job and Family Services; effective date of temporary assignment is October 24 through November 22, 2000.

Sandy Maddox, a Paramedic, will be filling a temporary Crew Chief position (12 hours) during the absence of Brent Staley for EMS; effective date of temporary position is October 23, 2000.

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

RESOLUTION NO. 00-894

IN THE MATTER OF APPROVING CHANGE ORDER WITH LEPI ENTERPRISES, INC., FOR THE ASBESTOS CONTAINING MATERIAL ABATEMENT FOR THE COUNTY OWNED HOMES ON NORTH SANDUSKY AND NORTH UNION STREET:

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

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 2000

1.	Original Bid Proposal	\$48,000.00
	Total Increase	23,000.00
	Total Contract Price	\$71,000.00

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