

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001

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. 01-398

8:30 AM -IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

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

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

RESOLUTION NO. 01-399

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:50 AM:

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

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

PUBLIC COMMENT

RESOLUTION NO. 01-400

IN THE MATTER OF APPROVING PURCHASE ORDERS AND PAYMENT OF WARRANTS NUMBERED 301882 THROUGH 302102:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to approve for payment warrants numbered 301882 through 302102, and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
INCREASE 1B43080	Various Venders	Emergency Utilities	4515-2913	\$ 20,000.00

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

RESOLUTION NO. 01-401

IN THE MATTER OF CANCELING THE JUNE 4, 2001, COMMISSIONERS' SESSION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to cancel the June 4 Commissioners' Session due to the Commissioners attending the County Commissioners' Summer Conference.

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

RESOLUTION NO. 01-402

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF 5.006, MORE OR LESS, ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

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

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

Whereas, Ramon R. Priestino, 224 Rocky Point Drive, Columbia, South Carolina has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **July 2, 2001, at 7:45 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001

maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-403

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Sheriff is requesting that Valerie Parish attend the National Victims Assistance Conference at Edmonton, Alberta, Canada on August 19 through August 24, 2001, in the amount of \$1,375.00.

Commissioners is requesting that James Ward, Donald Wuertz, Deborah Martin, Letha George and Dottie Brown attend the CCAO Summer Conference at Columbus on June 3 through June 5, 2001, in the amount of \$1,150.00.

Clerk of Courts is requesting that Betty Porter, Sandra Cramer and two Deputy Clerks attend the 5th District Court of Appeals Education Seminar at Coshocton, Ohio on May 9, 2001, in the amount of \$174.00.

Clerk of Courts is requesting that Betty Porter attend the Ohio Clerk of Courts Association Summer Conference at Kings Island, Ohio on June 26 through June 29, 2001, in the amount of \$638.00.

County Engineer is requesting that Brian Dilley and Rob Riley attend the Eagle Point Training Course at Fairborn, Ohio on June 7 through June 8, 2001, in the amount of \$1,633.00.

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

RESOLUTION NO. 01-404

IN THE MATTER OF APPROVING PLAT AND DITCH PETITION FOR SCIOTO RESERVE, SECTION 2, PHASES 3 AND 4:

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

Scioto Reserve, Section 2, Phases 3 & 4

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Section 2, Township 3, Range 19 West, United States Military District, Containing 9.273 Acres in Farm Lot 12, and 5.922 Acres in Farm Lot 13, being 15.195 Acres, more or less, including 2.650 Acres of Right-of-Way, out of the 57.583 Acre Tract conveyed to Home Road, Ltd., by Deed of Record in Deed Book 672, Page 284, record of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$135.00.

Scioto Reserve, Section 2, Phases 3 & 4- Ditch Maintenance Petition

We the undersigned owners of 22.974 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Scioto Reserve, Section 2, Phases 3 & 4 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Scioto Reserve, Section 2, Phases 3 & 4 Subdivision.

The cost of the drainage improvements is \$3,642.50 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. Seventy-three lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,494.86 per lot. An annual maintenance fee equal to 2% of this basis \$49.90 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,223.76 has been paid to Delaware County.

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001**

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

RESOLUTION NO. 01-405

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR WINDING CREEK, ESTATES 3:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the subdivider's agreement:

THIS AGREEMENT executed on this 23rd day of April 2001, between **G&G LAND CORPORATION** as evidenced by the **WINDING CREEK ESTATES 3** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 11/27/00 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 or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUB-DIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **SUBDIVIDER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001

or material incident to said construction of improvements.

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

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

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

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

RESOLUTION NO. 01-406

IN THE MATTER OF ACCEPTING ROADS IN FOR HIGHLAND LAKES EAST, SECTION 14, PHASE 2:

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

Highland Lakes East, Section 14, Phase 2

- An addition of 0.30 mile to **Township Road Number 790, Commonwealth Drive**
- An addition of 0.04 mile to **Township Road Number 864, Hermitage Drive**
- **Capilano Court**, to be known as **Township Road Number 978**

County Engineer also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

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

RESOLUTION NO. 01-407

IN THE MATTER OF APPROVING THE STOP CONDITIONS IN HIGHLAND LAKES EAST, SECTION 14, PHASE 2:

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

Highland Lakes East, Section 14, Phase 2

- On Township Road Number 864, Hermitage Drive, at its intersection with Township Road Number 790, Commonwealth Drive
- On Township Road Number 978, Capilano Court, at its intersection with Township Road Number 790, Commonwealth Drive

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

RESOLUTION NO. 01-408

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR FOURWINDS COURT:

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

Fourwinds Court

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

In accordance with the Subdivider's Agreement, County Engineer recommends that the maintenance bond be set at **\$11,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

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

RESOLUTION NO. 01-409

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

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

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010047	General Telephone	Clark Road	Place telephone cable
U010048	General Telephone	Kilbourne Road	Place telephone cable
U010049	Ameritech	Tussic Street Road	Expose cable/trench

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

RESOLUTION NO. 01-410

IN THE MATTER OF ESTABLISHING A NO PARKING ZONE ON HANOVER ROAD:

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

Whereas, the Delaware County Engineer (Engineer) has determined that parking in the Right-of-Way (ROW) at specific locations constitutes a hazard to the motoring public; and

Whereas, the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) dictates the use of “No Parking” signs spaced no more than 200 feet apart.

Now Therefore Be it Resolved, that the Board of Commissioners, Delaware County, State of Ohio, hereby take the following action:

1. Resolved, that the installation of “No Parking” signs be carried out to adequately notify the public that no parking is allowed along Hanover Road, specifically near the entrances to Crystal Lake Mobile Home Park;
2. Further Resolved, that the Engineer will be directed to place the signs in accordance with the OMUTCD guidelines;
3. Further Resolved, that the County Sheriff will be notified of the No Parking Zone in order that he may take action as necessary to enforce the No Parking Zone

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

RESOLUTION NO. 01-411

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR FINANCIAL AND HUMAN RESOURCES SOFTWARE PACKAGE, DATA CONVERSION AND IMPLEMENTATION:

It was moved by Mrs. Martin , seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, May 21, 2001, at 10:00 AM.**

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

RESOLUTION NO. 01-412

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Samuel Pollock, John Feightner, Matthew Davis, William Brutchey, Richard Spillman and William Kemper have accepted the position as Water Reclamation Operators for OECC; effective date of hire is April 30, 2001, except for Mr. Feightner starts May 14, 2001.

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

RESOLUTION NO. 01-413

IN THE MATTER OF APPROVING AN AGREEMENT TO PROVIDE PRACTICAL EMERGENCY MEDICAL SERVICE TRAINING TO PARAMEDIC STUDENTS AT HOCKING COLLEGE:

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

WHEREAS, the Delaware County Board of Commissioners desire to assist in furthering the education opportunities of students enrolled in approved educational emergency medical services training programs, and

WHEREAS, Hocking College has an approved emergency medical training program and has requested an opportunity to work with Delaware County Emergency Medical Services personnel in a real world, supervised environment to provide practical experience to its students.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001**

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve an agreement with Hocking College to provide this mutually beneficial service.

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.

HOCKING COLLEGE

PUBLIC SAFETY SERVICES DEPARTMENT

NELSONVILLE, OHIO 45764-9704

AGREEMENT

THIS AGREEMENT is made between the Hocking College Board of Trustees, hereinafter referred to as The College, and Delaware County EMS, 10 Court Street, Delaware, OH 43015, hereinafter referred to as The Cooperating Agency.

WHEREAS it is proposed that The College be organized for the purpose of educating emergency medical technicians.

WHEREAS The Cooperating Agency is desirous of providing facilities to enable The College to meet this objective.

I. NOW, THEREFORE, THE COLLEGE AGREES TO:

- A. Establish and maintain such curriculum standards and educational policies as shall meet the requirements of the Department of Highway Safety Division of EMS.
- B. Conduct the educational program and be accorded full responsibility of the administration, organization, and operation thereof.
- C. Enter into such contracts with other health agencies for additional clinical experience for students, as shall be deemed advisable to meet the objectives of the program, as defined in I-A.
- D. Employ such administrative, instructional, and secretarial personnel as shall be best qualified for the several positions.
- E. Provide suitably equipped classroom and offices to accommodate the students and faculty.
- F. Assign only those students to The Cooperating Agency who have successfully met the **basic** standards of The College.
- G. Have students, faculty, and supervisors follow the rules, regulations, policies, and procedures of The Cooperating Agency while participating in cooperative agency learning experiences.
- H. Submit the following information to The Cooperating Agency prior to the affiliation date: name, address, social security number, and name of family physician of each affiliating student.
- I. Require a physical examination including: serology, urinalysis, complete blood count, TB skin test or chest x-ray, and immunization records of each student enrolled in the program. The cost of this examination is paid by the student.
- J. Liability is addressed in Ohio Revised Code 4765.49.
- K. Maintain liability insurance on all Emergency Medical and Fire Science students as additional insured on its policy. Coverage will include bodily and personal injuries for the protection of potential claims arising out of their clinical experience at affiliating agencies as a result of this agreement. A copy of the Hocking College Policy will be provided each year.

II. NOW, THEREFORE, THE COOPERATING AGENCY AGREES TO:

- A. Provide suitable classroom, coat room, and office space to accommodate the students and faculty as available.
- B. Provide minimum experience in the following services:
 1. Students in EMT-A training will have satisfactory completed the Basic Emergency Victim Care course and will observe and be able to perform recognized EMT-A skills at the discretion of the EMS or hospital employee.
 2. Students in EMT-P training will be licensed EMT-A's and be permitted to function within the scope of their certification (EMT-A) and training (EMT-P) at the discretion of the EMS or hospital employee.
 3. Students in the fourth to sixth quarters of the Associate Degree Program are licensed EMT-P's, and will be permitted to function within the scope of their certification (EMT-P) and training at the discretion of the EMS or hospital employee.
- C. Accept students for instruction and practice in the care of selected patients. This experience shall be planned and implemented by a college instructor with cooperation of the appropriate personnel of The Cooperating Agency.
- D. Admit all students without discrimination as to race, creed, color, sex, national origin, political affiliation, or handicap. Allow the same lunchroom and restroom privileges as provided for other employees.
- E. Arrange for medical care as follow:
 1. The student will be given first aid at The Cooperating Agency. Treatment will be the financial responsibility of

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001

- the student.
 - 2. If necessary to be admitted to a hospital, student will be admitted in the same manner as any other person.
 - 3. The student is held to be financially responsible for his/her own hospitalization insurance or any other insurance. neither The College nor The Cooperating Agency assumes any financial responsibility for the student in any way.
 - F. Observe the following College policies:
 - 1. The student will be allowed vacation and holidays, according to The College calendar.
 - 2. Students will be available for such learning experiences as deemed necessary by the instructor, the coordinator of the program, or the Director of the Public Safety Services Department.
 - G. Assume the responsibility for the quality of care delivered to all patients. For that reason, if the EMS supervisor or administration disagrees with the patient care assignments due to patient condition, student ability, or instructor availability, the assignment may need to be changed.
- III. **NOW, THEREFORE, EACH PARTY AGREES THAT:**
 - A. Nothing in the Agreement shall alter the independent operation of either organization.
 - B. Notwithstanding the responsibilities outlined in the Agreement for The College and The Cooperating Agency, each party agrees As follow:
The College agrees that it will comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations (known as the Bloodborne Pathogen Standard, and hereinafter referred to as the "Standard") with regard to, but not limited to, providing training, personal protective equipment, and Hepatitis B vaccination, as well as post-exposure evaluation and follow-up in the event there is an occupational exposure as defined in the "Standard". The College will provide The Cooperating Agency with proof of its compliance with the "Standard" in a form acceptable to The Cooperating Agency. The Cooperating Agency agrees that it will comply with the requirements mandated in the "Standard" and provide a work environment that protects employees and students from the hazards contemplated by the "Standard". The Cooperating Agency will further provide on-site training to Hocking College students applicable to those situations in which The Cooperating Agency has determined there is a reasonable possibility that The College's students can anticipate skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials, as defined in the "Standard", in the performance of The College's students' duties at The Cooperating Agency.
 - C. The College and The Cooperating Agency may agree apart from this Agreement to each assume responsibility for certain of the requirements imposed by the "Standard".
such Agreement shall be in writing, signed, and acknowledged by each of the parties to be so bound.
- IV. **NOW, THEREFORE, THE REQUEST FOR WITHDRAWAL:**
 - A. The Cooperating Agency may request The College to withdraw any student from that Cooperating Agency whose work or conduct may have a detrimental effect on any of its patients or personnel.
 - B. The College may require the withdrawal of any student whose progress, achievement, or adjustment does not justify his/her continuance in the educational program.
- V. **NOW, THEREFORE, THE DISCONTINUANCE OF AGREEMENT:**
If either party to this Agreement wishes to withdraw, it is understood that at least ninety (90) days notice shall be given. However, any student who has started an affiliation in The Cooperating Agency shall be allowed to complete the affiliation within that Agency.
- VI. **NOW, THEREFORE, THE RENEWAL:**
This Agreement shall be reviewed annually and may be revised as deemed necessary by either party, upon written request of either party to the Agreement within thirty (30) days.
- VII. HOCKING COLLEGE and its agents, employees, and students agree to comply with The Cooperating Agency's rules, regulations, and policies in connection with the provision of services by students including, but not limited to, those established by The Cooperating Agency to comply with the "Standard".
THIS AGREEMENT shall remain in fore for a period of one (2) years, beginning on the 13th day of March 2001, and ending on the 13th day of March 2003.

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

RESOLUTION NO. 01-414

IN THE MATTER OF APPROVING A CONTRACT WITH MEACHAM & APEL ARCHITECTS FOR THE DESIGN OF A PROTOTYPE EMERGENCY MEDICAL FACILITY:

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

WHEREAS, the Delaware County Board of Commissioners desire to design a prototype facility for Emergency Medical Services that can be used at various locations throughout the county as needed, and

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001**

WHEREAS, Meacham and Apel Architects was the firm of choice for the design of this prototype facility.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with Meacham and Apel for the design and subsequent architectural services for the construction of additional facilities as follows:

- a. One prototype and one site-specific design with civil engineering, landscape, bidding and construction administration services at \$48,345.00
- b. A second building over six months later with the same prototype design, site-specific civil engineering, landscape, bidding and construction services at \$31,355.00.
- c. Two building sites with prototype design, site-specific civil engineering, landscape, bidding and construction services as one project at \$69,300.00.

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. 01-415

IN THE MATTER OF ADOPTING A LETTER OF AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR THE STORAGE OF THE EMERGENCY MANAGEMENT AGENCY COMMAND, CONTROL AND COMMUNICATIONS VEHICLE AT THE CITY OF DELAWARE FIRE DEPARTMENT SUBSTATION:

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

WHEREAS, Delaware County Board of Commissioners require temporary storage facilities for the Delaware County Emergency Management Agency (EMA) Command, Control and Communications (C3) vehicle, and WHEREAS, the City of Delaware shares in the use of this vehicle through the County EMA and has sufficient room at the City's Fire Department substation located at 683 Pittsburg Drive;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County and the City of Delaware mutually enter into this agreement for the storage of the C3 vehicle.

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.

LETTER OF AGREEMENT

Between the Delaware County Board of Commissioners and City of Delaware

This agreement is entered into on the 21st day of March 2001 between the Delaware County, Ohio Board of Commissioners (referred to as the "Board"), 101 N. Sandusky Street, Delaware, Ohio and City of Delaware City (referred to as the "City") at 1 South Sandusky Street, Delaware Ohio.

The agreement covers the responsibilities and conditions for usage of the Delaware City Fire Department Substation at 683 Pittsburg Drive, Delaware, to shelter the County Emergency Management Agency (EMA) Command, Control and Communications (C3) vehicle.

The City agrees to allow the Delaware County EMA to house and shelter the C3 vehicle at the Fire Department sub-station effective upon the ratification of this document by both the City and the Board. The City further agrees to provide Delaware County EMA personnel with unrestricted access to the vehicle. In turn, Delaware County agrees to provide the City with vehicle keys and authorization to operate the vehicle for the purpose of repositioning or moving vehicles in and out of the apparatus room. At no time shall Delaware City personnel operate the C3 vehicle off the property without approval from the Delaware County EMA Director or Deputy Director.

Each party agrees to maintain automobile liability insurance of no less than \$1 million to cover any losses associated with that individual party's operation or usage of the vehicle. Each party agrees to pay for any and all damages to the vehicle associated from that party's actions or in-actions in its individual use of the vehicle. Each party agrees to provide the other with a current certificate of insurance of such coverage every January

1. Each party agrees to hold the other free and harmless for any and all claims for damages of whatsoever nature arising out of or related to the acts of that party or its agents or employees under this agreement.

The City will provide driver abstracts from the State of Ohio Bureau of Motor Vehicles on personnel authorized to operate the vehicle every March and September of each year to the Board as stated in County policies. Only those

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001**

personnel identified, who meet the Board’s qualifications, as defined in Board policies, will be allowed to operate the vehicle.

The City and Board further agree that they will provide at least six months advance notice prior to either party terminating all or part of this agreement.

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

RESOLUTION NO. 01-416

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR CONVEYANCE AND LAND APPLICATION OF BIOSOLIDS FOR SANITARY SEWER PLANTS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Wednesday, May 23, 2001, at 10:00 AM.**

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

RESOLUTION NO. 00-417

IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR MURPHY PARK, SECTION 1; THE LAKES OF POWELL, SECTION 6, PARTS 1 & 2 AND NORTH ORANGE, SECTION 5, SANITARY TRUNK SEWER:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plans for Murphy Park, Section 1, The Lakes of Powell, Section 6, Parts 1 & 2 and North Orange, Section 5, Sanitary Trunk Sewer submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 01-418

IN THE MATTER OF APPROVING THE APPLICATION FOR THE FAMILY VIOLENCE PREVENTION AND SERVICES GRANT PROGRAM:

It was moved by Mrs. Martin, seconded by Mrs. Martin to authorize the application for the Family Violence Prevention and Services Grant Program .

Subgrant Funds Requested	\$64,835
Subgrant Cash Match	\$16,209
Total	\$81,044

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

RESOLUTION NO. 01-419

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR BID PACKAGE TWENTY (HVAC); BID PACKAGE TWENTY-ONE (PLUMBING); BID PACKAGE TWENTY-TWO (FIRE PROTECTION) AND BID PACKAGE TWENTY-THREE (ELECTRICAL) FOR THE DELAWARE COUNTY SERVICES BUILDING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Friday, May 18, 2001, at 10:00 AM.**

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

Duncan Whitney, County Prosecutor- Sexual Harassment Investigation

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2001

Donald Wuertz

Letha George, Clerk to the Commissioners