

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 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

**PUBLIC COMMENT-** The Delaware County Fair requested the Commissioners pay the cost of the Audit completed by the State Auditor’s Office. Details available in Commissioner’s Minutes.

**RESOLUTION NO. 01-1453**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD NOVEMBER 26 AND NOVEMBER 29, 2001:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to dispense with the reading of the minutes and resolutions of the regular meetings held November 26 and November 29, 2001 and to approve resolutions and minutes as submitted.

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

**RESOLUTION NO. 01-1454**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 323572 THROUGH 324314:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered 323572 through 324314 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P12617	George Igel & Co.	Greif Brothers Project	8110-4020	\$ 204,929.15
1P12589	Village of Ashley	Storm Drainage	2000-2015	\$ 15,114.19
		Storm Drainage	0080-2015	\$ 30,000.00
1P12371	Gateway	3 Notebook Computers	1010-4105	\$ 6,084.00
INCREASE				
1B09821	US Postal Services	Postage	0130-2200	\$ 10,000.00
INCREASE				
1B08265	Tuttle Construction		8612-4011	\$ 12,003.70
INCREASE				
1B08286	Acoustic Ceiling & Partitions		8612-4011	\$ 14,067.00
INCREASE				
1B01712	Burgess & Niple	Inspect Serv Various Subdivisions	3510-2005	\$ 13,063.53
INCREASE				
1B42992	Various Vendors	Child Care Services	4580-2080	\$ 12,860.52
<b><u>Vouchers</u></b>				
1B43054	LHS Family & Youth Services	Cluster	4535-2081	\$ 5,323.50
1B02727	AEP	Elect Serv/OECC & Pump Sta	3530-2600	\$ 59,793.61
1P08698	Hill's Blacktop, Inc.	Building Remodeling/Rehabilitation	0020-4012	\$ 8,250.00
1B42992	Today's Learning Child	Childcare Services	4580-2080	\$ 6,309.00
1B42992	Kindercare Neverland	Childcare Services	4580-2080	\$ 19,891.00
1B42992	Liberty Community Center	Childcare services	4580-2080	\$ 21,116.40
1B08317	Wanner Metal Worx	Metals & Stairs/Serv Bldg	8612-4011	\$ 80,202.84
1P12350	Winkle Chevrolet-Olds-Pontiac, Inc.	Utility Vehicle	1010-4130	\$ 22,094.99
1B09818	Robertson Construction Services, Inc.	Bid Pkg #1,#G1,#G2,#G3,#G4/Porter Kingston	4811-4011	\$ 11,296.04
1B43054	Upper Valley Medical Center	Cluster	4535-2081	\$ 7,410.00
1B07261	Treasurer State of Ohio	Crippled Children's Fund	0120-2059	\$ 19,407.03
1B08279	SunGard Bi-Tech Inc.	IFAS Licensing Model	8613-4106	\$ 2,977.31
1B43054	Symbiont	Cluster	4535-2081	\$ 6,750.00
1B43054	Upper Valley Medical Center	Cluster	4535-2081	\$ 7,410.00
1B43054	Upper Valley Medical Center	Cluster	4535-2081	\$ 7,657.00
1B42992	Child Care Unlimited	Childcare Services	4580-2080	\$ 6,623.00
1B09821	US Postal Service	Postage	0130-2200	\$ 10,000.00
1B03519	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 7,031.50
1B01726	Kokosing Construction	Gen Const/Alum Creek facility	3590-4011	\$ 43,882.00
1B04292	Complete General Construction	Alum Creek/Powell Rd. Line & Force Main Contract	3590-4011	\$ 221,548.38

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1B03934	Ben Bro Enterprises, Inc.	Land/Building Rental	0130-2700	\$	12,160.60
1B04290	Burgess & Niple LTD	Technical Eng Serv/Alum Creek Const.	3590-4031	\$	26,558.15
1B04289	Gannett Fleming Engineers	Management Serv/Alum Creek Construction	3590-4031	\$	36,535.82

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

**RESOLUTION NO. 01-1455**

**IN THE MATTER OF AMENDING RESOLUTION NUMBER 01-1301 (SETTING DATE AND TIME FOR ANNEXATION OF 113.017 ACRES FROM OXFORD TOWNSHIP TO VILLAGE OF ASHLEY) TO SETTING DATE AND TIME FOR ANNEXATION OF 113.017 ACRES FROM OXFORD TOWNSHIP (DELAWARE COUNTY) AND WESTFIELD TOWNSHIP (MORROW COUNTY) TO VILLAGE OF ASHLEY:**

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

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

**RESOLUTION NO. 01 -1456**

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

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

The EMS Department is requesting that 24 EMS Personnel Attend a Basic Trauma Life Support Course at Grady Memorial Hospital January 9-10, 2002, at the cost of \$3,960.00. (Required Training)

The Department of Job and Family Services is requesting that Carrie Block Attend an Adoptive placement visit in Hornell, New York December 17, 2001, at the cost of \$85.00. (Job Requirement)

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

**RESOLUTION NO. 01-1457**

**IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Tuition Assistance requests as follows:

Kenneth P. Bruen            Three classes            \$1,005.00

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

**RESOLUTION NO. 01-1458**

**IN THE MATTER OF CHANGING THE BID OPENING DATE FOR THE HOME ROAD BRIDGE PROJECT FROM 2:00PM ON MONDAY DECEMBER 17, 2001 TO 2:00PM ON WEDNESDAY DECEMBER 19, 2001:**

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

As several addendums to the bid specifications for the referenced project have been issued, the Engineer would like to give prospective bidders a little extra time to prepare their bids. He, therefore, request that the bid opening date for this project be changed from 2:00 p.m. on Monday, December 17, 2001 to 2:00 p.m. on Wednesday, December 19, 2001.

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

**RESOLUTION NO. 01-1459**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR BROOKEHILL VILLAGE CONDOMINIUMS:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to accept the following Sanitary Subdivider's Agreement:

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 13TH day of December 2001, by and between THE CROWN

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HILL GROUP SUBDIVIDER, as evidenced by the BROOKEHILL VILLAGE CONDOMINIUMS sanitary sewer improvements 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 (\$62,074.00) 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 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,345.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a 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 a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said

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

**RESOLUTION NO. 01-1460**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Richard Spillman has resigned his position as operator with the ACWRF Department; effective date November 12, 2001.

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

**RESOLUTION NO. 01-1461**

**IN THE MATTER OF APPROVING A BID OPENING DATE FOR ACCEPTANCE OF PROPOSALS ON PROVIDING UNIFORM SUPPLIES TO THE DELAWARE COUNTY EMERGENCY SERVICES DIVISION:**

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

WHEREAS, the Emergency Service Division provides uniforms and uniform supplies to its public safety personnel; and

WHEREAS, it is the desire of the Board of County Commissioners to provide this service to its employees in the most efficient and cost effective method as possible, and;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a time and date of 10:00 a.m., 14 January 2002, for the opening of proposals for providing uniform supplies to Delaware County Emergency Services.

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

**RESOLUTION NO. 01-1462**

**IN THE MATTER OF ADOPTING A RESOLUTION RENEWING A MUTUAL AID AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE KNOX COUNTY BOARD OF COMMISSIONERS:**

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

WHEREAS, Section 5915.09 of the Ohio Revised Code allows political subdivisions in collaboration with other public and private agencies to develop mutual aid arrangements for reciprocal emergency management aid and assistance, and

WHEREAS, the Board recognizes that such an agreement would be mutually beneficial to both entities and possibility help reduce the risk of loss of life and property; and

WHEREAS, Delaware County and Knox County have had such an agreement since 1992;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the renewal of a mutual aid agreement with Knox County, and

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.

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

**RESOLUTION NO. 01-1463**

**IN THE MATTER OF ADOPTING A RESOLUTION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF POWELL:**

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

**AGREEMENT**

This Agreement made and concluded this 13th day of December, 2001 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio, hereafter "County" and the City of Powell, Delaware County, Ohio, hereafter "City".

WHEREAS, the County provides dispatching services to City; and

WHEREAS, the City accepts such services; and

WHEREAS, the City seeks to meet the professional standards of the Commission on Accreditation for Law Enforcement Agencies, Inc. hereafter "CALEA" and the County Communications Center leadership contributed to the development of the City's policy on Communications.

NOW, THEREFORE, for and in cooperation between the County and the City, the parties agree to the following:

1. The County will provide police dispatching services to the City following the standards established by CALEA, specifically relating to Chapter 81 titled *Communications* (attachments: City's policies and CALEA standards).
2. The City will cooperate with the county to modify the City policy when necessary for the efficient operation of the Center, providing changes remain within the standards established by CALEA.
3. The County will provide the City any internal policy of the Communications Center that is necessary to prove compliance with the CALEA standards, on behalf of the City.
4. This Agreement shall take effect at the earliest period allowed by law.
5. This Agreement shall continue in effect until such time as either party renders in writing a notice to the other party of a date that such agreement shall be terminated.

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

**Discussion Of Future EMS Stations**

**RESOLUTION NO. 01-1464**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn into Executive Session at 11:40AM.

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

**RESOLUTION NO. 01-1465**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session at 12:29PM.

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

There being no further business the meeting adjourned.

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners