

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 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 (Absent)

**PUBLIC COMMENT - None**

**RESOLUTION NO. 01-1524**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD DECEMBER 6, 2001:**

It was moved by Mrs. Martin, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held December 6, 2001 and to approve resolutions and minutes as submitted.

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

**RESOLUTION NO. 01-1525**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 325354 THROUGH 325826:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants numbered 325354 through 325826 and Purchase Orders and Vouchers as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>P.O.</b>				
<b>INCREASE</b>				
1B04759	Various Vendors	Liability/property insurance claims	0060-2505	\$ 630,000.00
<b>Voucher</b>				
1B08319	Del. County-City Health Dept.	BCMH Program	0120-2059	\$ 24,686.67
1P08170	Scott, Scriven & Wahoff LLP	County Legal Training	0180-2048	\$ 5,593.64
1B08279	SunGard Bi-Tech Inc.	IFAS Licensing Model	8613-4106	\$ 78,778.44

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

**RESOLUTION NO. 01-1526**

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

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

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0130-015	001-0130-010	\$ 250.00
Gen Fund/Facilities - Mat & Sup	Gen Fund/Facilities - Salaries	

**TRANSFER OF FUNDS**

FROM:	TO:	AMOUNT:
001-0120-047	086-8610-087	\$ 200,000.00
Gen Fund/Comm - Transfers	20/20 Fund - Transfer-in	
		\$ 1.49

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

**RESOLUTION NO. 01-1527**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM PENN TRAFFIC COMPANY DBA BIG BEAR STORE 272 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and

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the Liberty Township Trustees that Penn Traffic Company DBA as Big Bear Store 272 has requested new D2 permit located at 4000 West Powell Road, Delaware County, Ohio and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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

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

**RESOLUTION NO. 01 -1528**

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

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

Personnel is requesting that Deborah Martin and Kevin Williams attend a BWC Public Employers Workplace Safety Summit in Columbus, Ohio January 6, 2002, at no cost. (Saftey)

Personnel is requesting that Kevin Williams, Rachel Stull and Gina Herring attend an OHPELRA Annual Training Conference in Newark, Ohio February 4 and 5, 2002, at the cost of \$525.00 (Annual)

The Engineer Department is requesting that Forrest Hale Attend an Urban Drainage Design Training in Columbus, Ohio January 8-10, 2002, in the amount of \$420.00.

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

**RESOLUTION NO. 01 - 1529**

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

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

Jason Watts Two classes \$638.00

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

**RESOLUTION NO. 01 - 1530**

**IN THE MATTER OF APPROVING THE WITHDRAW OF THE ANNEXATION REQUEST OF 951.11 ACRES FROM LIBERTY TOWNSHIP TO CITY OF POWELL AND REMOVING THE HEARING SET FOR JANUARY 22, 2002 AT 7:45PM FROM THE BOARD OF COUNTY COMMISSIONERS CALENDAR:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the withdraw of the annexation request and the removal of the scheduled hearing for the calendar.

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

**RESOLUTION NO. 01- 1531**

**IN THE MATTER OF APPROVING PLATS FOR SHIRAZ SUBDIVISION; GRAND OAK SECTION 1; JASA SUBDIVISION AND CHESHIRE COVE SECTION 2 AND PLAN FOR STATE ROUTE 3 WIDENING AND DITCH MAINTENANCE PETITION FOR CHESHIRE COVE SECTION 2:**

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

**Shiraz Subdivision**

Situated In The Township Of Delaware, County Of Delaware, State Of Ohio And Being Part Of Farm Lots R And U, Quarter Township 1, Township 4 Range 19 In The United States Military Lands. Being A Subdivision Of 9.537 Acres Out Of An Original 10.2 Acre Tract Owned By M.H. Dakhteh Companies, Inc. As Recorded In Original Record Volume 57, Page 1289 In The Delaware County Recorder's Office. Cost \$12.00.

**Grand Oak Section 1**

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Situated In The State Of Ohio, County Of Delaware And Containing 62.125 Acres Of Land, More Or Less, Said 62.125 Acres Being In The Township Of Orange And In Farm Lot A (18.347 Acres) And Farm Lot B (43.778 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Said 62.125 Acres Also Being Part Of That Tract Of Land Conveyed To Centex Homes By Deed Of Record In Official Record 92, Page 1349, And Part Of That Tract Of Land Conveyed To Webb Ventures V. LTD. By Deed Of Record In Official Record 82, Page 907, Recorder’s Office, Delaware County, Ohio. Cost \$210.00.

**Jasa Subdivision**

Situated In The Township Of Delaware, County Of Delaware, State Of Ohio, And Being Part Of Farm Lot R, Section 1, Township 4, Range 19, United States Military Lands, And Being The Same Tract As Conveyed To M.H. Dakhteh Companies, Inc. As Recorded In Deed Book 667 At Page 340, County Recorder’s Office, Delaware, Ohio. Cost \$9.00.

**Cheshire Cove Section 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Berlin, Being In Farm Lot No. 5 And 6, Section 3, Township 4, Range 18, United States Military Lands, Being 24.286 Acres Of The Land Conveyed To Maronda Homes, Inc. Of Ohio As Recorded In Deed Volume 666 Page 305 And Volume 0057, Page 2158 Recorder’s Office Delaware County, Ohio. Cost \$111.00.

**Plan For State Route 3 Widening**

Genoa Township, City of Westerville, Delaware County

**Ditch Maintenance Petition-Cheshire Cove Section 2**

We the undersigned owners of 24.3 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Cheshire Cove Section 2 as evidenced by the attached 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 Cheshire Cove Section 2 subdivision.

The cost of the drainage improvements is \$ 156,351.00 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. 37 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, \$ 4,225.70 per lot. An annual maintenance fee equal to 2% of this basis \$ 84.5 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 \$ 3,126.5 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 Aye Mr. Wuertz Absent Mrs. Martin Aye

**RESOLUTION NO. 01- 1531**

**IN THE MATTER OF ACCEPTING ROADS IN DAKHTEH TWO AND SCIOTO RESERVE SECTION 4, PHASE 3:**

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

**Dakhteh Two**

- An addition of 0.10 mile to **Township Road Number 470, Chancel Gate Drive**

**Scioto Reserve Section 4, Phase 3**

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- An addition of 0.09 mile to **Township Road Number 1210, Scioto Chase Boulevard**
- **Houston Pond Drive**, to be known as **Township Road Number 1240**

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

**RESOLUTION NO. 01- 1532**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SCIOTO RESERVE SECTION 4, PHASE 3:**

It was moved by Mrs. Martin, seconded by Mr. Ward to establish stop conditions:

**Scioto Reserve Section 4, Phase 3**

- On Township Road Number 1240, Houston Pond Drive, at its intersection with Township Road Number 1210, Scioto Chase Boulevard

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

**RESOLUTION NO. 01- 1533**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR CHESHIRE COVE SECTION 2; SCIOTO RESERVE SECTION 2, PHASE 3; SCIOTO RESERVE SECTION 2, PHASE 4 AND SCIOTO RESERVE SECTION 4, PHASE 4:**

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

**Cheshire Cove Section 2**

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$52,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached.

**Scioto Reserve Section 2, Phase 3**

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$23,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. The Engineer also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

**Scioto Reserve Section 2, Phase 4**

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$46,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. The Engineer also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

**Scioto Reserve Section 4, Phase 4**

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$47,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached. The Engineer also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

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

**RESOLUTION NO. 01- 1534**

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BOND FOR GRAND OAK SECTION 1:**

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

**Grand Oak Section 1**

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$173,000**, and two bonds totaling that amount are attached to cover the bonding of this project.

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

**RESOLUTION NO. 01- 1536**

**IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF SELDOM SEEN ACRES:**

It was moved by Mrs. Martin , seconded by Mr. Ward to approve taking action against the bond of Seldom Seen Acres:

**Seldom Seen Acres**

In September, 1999, your Board executed an Agreement for the above referenced project. Since that time, two extensions of the expiration of the Agreement have been granted to allow the developer to finalize the project. After numerous meetings with the developer as well as punchlists generated of remaining items to be completed, there are still many items outstanding to finalize this project.

As the maintenance bond for this project is due to expire, The Engineer is hereby requesting approval to take action against the surety should the developer fail to address the outstanding issues that remain.

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

**RESOLUTION NO. 01 - 1537**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U-010227	Columbia Gas of Ohio	Tartan Field Phase 9	Install gas Main
U-010228	Columbia Gas	Greif Brothers	Install gas Main
U-010219	Verizon	Green Meadows Drive	Install Telephone cable

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

**RESOLUTION NO. 01- 1538**

**IN THE MATTER OF APPROVING THE BID AWARD RECOMMENDATIONS FOR THE VARIOUS MATERIAL BIDS OPENED DECEMBER 10, 2001:**

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

**Bid Award Recommendations**

As a result of bids opened December 10, 2001 for various materials to be used during 2001-02, the following are our recommendations for bid awards:

**Concrete Materials:**

Recommend that a non-exclusive award be made to Buckeye Ready Mix.

**Contract Hauling:**

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Recommend that a non-exclusive award be made to Kevin Justice Trucking.

**Corrugated Metal Pipe:**

Recommend that an exclusive award be made to Edwards Culvert Company

**Corrugated Polyethylene Tubing and Pipe:**

Recommend that a non-exclusive award be made to Hughes Supply and Cashman's.

**Limestone and Bituminous Cold Mix:**

Recommend that a non-exclusive award be made to Martin Marietta, National Lime and Stone, and Shelly Materials.

**Reinforced Concrete Pipe:**

Recommend that an exclusive award be made to Rinker Materials.

**Reinforcing Steel:**

Recommend that a non-exclusive award be made to Spring Creek Building Supplies, Inc.

**Rolled Steel Shapes:**

Recommend that an exclusive award be made to Superior Steel Corporation.

**Treated Wood Flooring:**

Recommend that an exclusive award be made to Ohio Bridge Corporation.

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

**RESOLUTION NO. 01- 1539**

**IN THE MATTER OF APPROVING THE CONTRACT MODIFICATION #2 BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BURGESS & NIPLE, LIMITED:**

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

**CONTRACT (Modification) # 2**

**MODIFICATION AGREEMENT** made and entered into this 27th day of December, 2001, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **BURGESS & NIPLE, LIMITED**, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated **July 26, 1999**, by and between the **DELAWARE COUNTY COMMISSIONERS and BURGESS & NIPLE, LIMITED**.

That said **FIRST AND SECOND PARTY**, hereby agree to increase the original Contract amount of **\$483,334 by \$50,467.00** for additional engineering work related as deemed necessary and agreed to by the Delaware County Engineer. The revised contract amount is, therefore, increased to a **TOTAL of FIVE HUNDRED THIRTY THREE, SEVEN HUNDRED NINETY ONE DOLLARS AND ZERO CENTS, (\$533,791.00)** to be paid as specified in the terms of the original agreement.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer's Office.

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

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

**RESOLUTION NO. 01- 1540**

**IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS ESTABLISHING A STORMWATER MANAGEMENT DISTRICT FOR DELAWARE COUNTY UNDER THE**

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**PROVISIONS OF OHIO REVISED CODE 6117:**

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

Whereas, the Delaware County Commissioners intend to establish a Stormwater Management District under the provisions of Section 6117 of the Ohio Revised Code for the purpose of complying with the EPA Phase II stormwater regulations, and

Whereas, section 315.14 of the Ohio Revised Code allows the Board of County Commissioners to appoint the County Engineer to implement the EPA regulations

Now Therefore Be it Resolved by the Board of Commissioners of Delaware County that Delaware County establish a Stormwater Management District under provisions of section 6117 of the Ohio Revised Code for the purpose of complying with the EPA Phase II Stormwater Regulations

Further Be it Resolved that the Board Appoints the Delaware County Engineer as County Drainage Engineer under section 6117.01 of the ORC, effective January 1, 2002, and set the County Drainage Engineer compensation at \$17,500 outlined under the provisions of section 315.14 of the ORC.

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

**RESOLUTION NO. 01- 1541**

**IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR JANITORIAL SUPPLIES FOR DELAWARE COUNTY:**

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

WHEREAS, Delaware County received bids on December 7, 2001 for janitorial supplies. And;

WHEREAS, Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, reject all bids received for janitorial supplies for Delaware County.

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

**RESOLUTION NO. 01- 1542**

**IN THE MATTER OF SETTING DATE AND TIME FOR BID OPENING DATE FOR JANITORIAL SUPPLIES FOR DELAWARE COUNTY:**

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at 10:15 A.M. on Monday, January 14, 2002, at which time they will be publicly opened and read and the contract awarded as soon as possible, for janitorial supplies for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Janitorial Supplies." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

**RESOLUTION NO. 01- 1543**

**A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND TO ASSIST THE DELAWARE AREA TRANSIT AUTHORITY (DATA) ACQUIRE HANDICAP ACCESSIBLE VEHICLES FOR ITS PUBLIC TRANSPORTATION FLEET:**

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

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WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, assistance to provide adequate public facilities to assist handicap individuals is considered a National Objective under the CDBG Program.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners authorize the use of the Delaware County Revolving Loan fund in an amount not to exceed \$39,800 to assist the Delaware Area Transit Authority (DATA) in the purchase of four (4) handicap accessible vehicles for its public transportation fleet to be used for fixed route and demand response transportation activities.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 01- 1544**

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

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

Jaoannes Dickof has accepted the position of Crew Chief with the EMS Department; Effective date December 28, 2001

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

**RESOLUTION NO. 01- 1545**

**IN THE MATTER OF APPOINTING LORI LASHWAY AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:**

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Delaware-Morrow Mental Health and Recovery Services Board. Lori Lashway will complete Gerald Washburn's term beginning December 27, 2001 and ending June 30, 2002.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Lori Lashway to the Delaware-Morrow Mental Health and Recovery Board.

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

**RESOLUTION NO. 01- 1546**

**IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY JUVENILE COURT TO APPLY FOR OFFICE OF JUSTICE PROGRAMS, DRUG COURT PROGRAM OFFICE GRANT:**

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

Grant Period: July 1, 2002 to June 30, 2004

State Grant Amount: \$ 99,999.00  
Federal Grant Amount \$299,998.00  
Total Grant Amount: \$399,997.00



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The office of Justice Programs, Drug Court Program Office provides expansion funding for the salary and benefits of juvenile drug court staff, and in addition provides funding for rent, supplies, and other treatment services.

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

**RESOLUTION NO. 01- 1547**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS CASONDRA L. HATHWAY; NICOLE CHAFFIN; GEORGIANA FINCHUM; SHANA WATSON; BRIANNA KINNIARD AND KIMBERLY STEWART:**

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
		Rates per Hour		
Casondra L. Hathaway 1085 Lambeth Drive Columbus, Ohio 43220	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		
Nicole Chaffin 11050 Fancher Road lot 196 Westerville, Ohio 43082	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		
Georgiana Finchum 7260 Marion TWP Rd. 243 Findlay Ohio 45840	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		
Kimberly Stewart 99 Chamberlain Delaware, Ohio 43015	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		<b>None</b>
Brianna Kinniard 34 East St. Delaware, Ohio 43015	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		<b>None</b>
Shana Watson 29 Curtis St. Delaware, Ohio 43015	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		<b>None</b>

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

**RESOLUTION NO. 01-1548**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DELAWARE JVS ABLE FOR ADULT LITERACY AND CHILD READING PROGRAM:**

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

Adult Literacy and Child Reading Program (ALCR)

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, “Department”), the Delaware County Board of Commissioners (hereafter “County:), and Delaware JVS ABLE (hereafter “JVS ABLE”).

Whereas the County has accepted the state funds (\$15,800.00) for the ALCR program for FY 2002, and needs to provide services or, contract out for services, and JVS ABLE is willing to provide services or, contract out for services, and JVS ABLE is willing to provide those services at an agreed-upon price, the Parties mutually agree

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that:

- A. JVS ABLE will provide services for TANF-eligible families through the Adult Literacy and Child Reading Program. Services will include:
  - 1. JVS ABLE shall provide in-home GED and family literacy services to two TANF-eligible families 2x per week.
  - 2. JVS ABLE will provide a teacher for basic computer instruction for TANF-eligible adults at the Londontown ABLE site on Mondays from 1-3 and at the Department on Tuesdays, from 1-3.
  - 3. JVS ABLE will provide a Family Management Counselor on Thursdays, from 1-3, at the Department for TANF-eligible clients.
  - 4. JVS ABLE will contract for services to provide a person to arrange weekly speakers and plan 2 family events for TANF-eligible families.
  - 5. In addition, JVS ABLE will provide supplies for the budgeting and nutrition classes provided by OSU Extension, over-see the attendance and follow-up reporting for mini-workshops provided by Delaware Area Recovery Resources (DARR), and *Transitions Workshops*, and seek funding to replace or upgrade the computers at Londontown.
- B. The cost of ABLE instructional services is \$30.00 per hour. Expenditures for this contract will not exceed \$15, 800.00.
- C. The time period for this contract is from November 26, 2001 through June 26, 2002.
- D. JVS ABLE shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. JVS ABLE understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. JVS ABLE agrees that the use or disclosure of any information concerning students for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. JVS ABLE agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. JVS ABLE agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and JVS ABLE agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that JVS will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by JVS ABLE or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, JVS must notify the Department immediately.

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

**RESOLUTION NO. 01- 1549**

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**IN THE MATTER OF APPROVING CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DELAWARE JVS ABLE FOR A BASIC SKILLS/GED PREPARATION CLASS FOR CLIENTS WORKING WITH JFS:**

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

Delaware JVS ABLE (hereafter referred to as the "Provider") will provide for the Department of Job and Family Services (hereafter referred to as the "Department") the following:

A basic skills/GED preparation class for clients working with JFS.

- A. The provider understands and agrees that services must be provided from August 27, 2001, through June 26, 2002. Services will be provided at the following rate:

\$30.00 per hour x 6 hours per week x 40 weeks-Instructional cost not to exceed \$7,200.00. The provider will provide all instructional materials at no additional cost to the Department.

In addition to instructional cost, there will be incentive costs.

- ◆ Each eligible learner from JFSA will receive a \$25.00 gift certificate to Wal Mart after attending class for 12 hours.
- ◆ Each Learner from JFS who passes the Official GED Practice Test (with a minimum score of 48 ) will receive a gift certificate for \$50.00.
- ◆ Each learner from JFS who passes the GED test will get a gift certificate worth \$100.00
- ◆ Eligible learners who have a high school diploma, but low skills, can earn certificate for each 2 year skill advancement (Progress must be documented by the TABE test, Test of Adult Basic education, a standardized assessment).

Total cost of this 40 week class will not exceed \$13,000.00 without written modifications to this agreement.

Projected number of students: 30

- B. The Provider understands and agrees that Payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- C. The provider agrees to submit a quarterly invoice to the Department. The Department agrees to review the invoices and authorize, with adjustment, if needed, reimbursements for services provided within 30 days of receipt of invoice.
- D. The Provider agrees that the use of disclosure of any information by the Provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
- E. The Provider understands and agrees that this written agreement supercedes all oral agreements.
- F. The Provider agrees to hold harmless the Department of Job and Family Services, the Delaware County Board of County Commissioners, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- G. The Provider agrees to maintain compliance with the state, federal, and local regulations which govern the provision of this service.
- H. The Department and Provider agree that in the performance of this Agreement, there shall be no discrimination, against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Right Act of 1964 and subsequent amendments. It is further agreed that the Provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- I. No modifications to this Agreement shall be effective until reduced to writing and signed by both Parties, except that in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement. Such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

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J. This Agreement may be terminated by the Provider or the Department upon seven calendar days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, the Provider must notify the Department immediately.

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

**RESOLUTION NO. 01- 1550**

**IN THE MATTER OF APPROVING CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRANSITIONS COUNSELING, LLC:**

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

**The Department of Job and Family Services/  
Delaware County Board of Commissioners  
Service Provider Contract  
Transitions Counseling, LLC**

**Transitions Counseling, LLC** (hereinafter "Provider"), agrees to provide the following service for The Department of Job and Family Services (hereinafter "Department"):

**Provide employability skills training**

This training will consist of four three hour workshops each four week period through the life of the contract. Topics covered will be: Anger Management; Stress Management; Communication Skills; and Managing Your Life While Working.

- A. The Provider understands and agrees that the services must be provided from November 26, 2001 through June 30, 2002. Services will be paid the following rate  
  - \$70.00 per hour (\$210.00 per workshop) regardless of the number of people in attendance. Workshops will be conducted once per week. (cost not to exceed \$6000.00 without written modification to this contract).
- B. The Provider understands and agrees that the payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state, and federal funds.
- C. The Provider agrees to submit a quarterly invoice and monthly report of activities to the Department. The Department agrees to review the invoices and authorize, with adjustments, if needed, reimbursement for services provided within 30 days of receipt of invoices.
- D. The Provider agrees that the use or disclosure of any information by the Provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
- E. The Provider understands and agrees that this written agreement supercedes all oral agreements
- F. The Provider agrees to hold harmless the Department of Job and Family Services, the Delaware County Board of County Commissioners, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- G. The Provider agrees to maintain compliance with the state, federal, and local regulations which govern the provision of this service.
- H. The Department and Provider agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- I. No modifications to this Agreement shall be effective until reduced to writing and signed by both Parties, except that in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement. Such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department

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J. This Agreement may be terminated by the Provider or the Department upon seven calendar days written notice. Failure to honor the terms of this Agreement and/or the related state, federal or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, the Provider must notify the Department immediately.

The Parties do hereby understand and agree to the terms of this Agreement

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

**RESOLUTION NO. 01 -1551**

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES REQUIRED TRAINING FOR 2002:**

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

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, reasonable and efficient.

I hereby request authorization for:  
Julie Apt, Kathy Butler, Lisa Cabot, Rosemary Halterman, Sarah Hoffer, Keith Matlack, Lori Powers, Patti Rayburn, Carrie Block, Donna Bukovec, Marcy Downing, Craig Hill, John Reeves, Judy McCormick, Lee Hayes, Jim Little, Sam Keckler, Crystal Ufferman

to attend, at the expense of Delaware County, training at various locations, primarily 1919 Frank Rd., Columbus for the period of 01/01/02 through 12/31/02.

(6 trainings x 18 staff x 80 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$ .30	\$	2,592
Parking for <u>actual</u> cost	\$	180
Registration for <u>actual</u> cost (1 training x 18 staff x \$150.00)	\$	<u>2,700</u>
Approximate of total request	\$	5,472

I hereby request authorization for:  
Kathy Mason, Diana Bratton, Crystal Ufferman

to attend, at the expense of Delaware County, quarterly FACSIS meetings at various locations for the period of 01/01/02 through 12/31/02

(4 meetings x 100 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$ .30	\$	120
Parking for <u>actual</u> cost (4 meetings x \$10.00)	\$	40
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	160

I hereby request authorization for:  
Judy McCormick, Carrie Block, Lee Hayes

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 2/05/01 through 12/31/2001.

(10 meetings x 60 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$ .30	\$	180
Parking for <u>actual</u> cost (10 meetings x \$10.00)	\$	100
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	280

I hereby request authorization for:  
Carrie Block

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to attend, at the expense of Delaware County, monthly Effective Practice (Adoption Sub- Committee) meetings at 400 E. Town Street, Columbus, OH for the period of 2/05/01 through 12/31/2001.

_____ (11 meetings x 60 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	198
Parking for <u>actual</u> cost (11 meetings x \$10.00)	\$	110
Registration for <u>actual</u> cost		-0-
Approximate of total request	\$	308

I hereby request authorization for:  
Lee Hayes, Jim Little, Angela Thomas, Mona Reilly

to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at 899 E. Broad Street, Columbus, OH for the period of 2/05/01 through 12/31/2001.

_____ (4 meetings x 60 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	72
Parking for <u>actual</u> cost (11 meetings x \$10.00)	\$	-0-
Registration for <u>actual</u> cost	\$	-0-
Approximate of total request	\$	72

I hereby request authorization for:  
Julie Kunkle, Joan Benner, Susan Chronaberry, Candy Kelley, Joyce Marquart, Mary Sedlacek, Margaret Shields, Deanna Slone, Larry Hager, Rhonda Leasure, Donna Eckman, Ceilia Vail, Perry Harper, Pam Pruet, Anne Tallent, Tammy Mannasmith, Wendi Stephens, Sharon Aspery, Candace Hendrickson, Sharon Lloyd, Tracey Merrin, Tammy Clawson, Jennifer Laird, Heather Roberts, Chad Richardson, Angela Rayburn, Julie Smith

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 01/01/02 through 12/31/02.

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

I hereby request authorization for:  
Julie Kunkle, Rhonda Leasure, Sharon Lloyd, Larry Hager, Donna Eckman, Chad Richardson, Perry Harper, Tracey Merrin

to attend, at the expense of Delaware County, Monthly Workforce Development meetings, One Stop Consortium meetings, Workforce Development Systems Operations meetings, IM Supervisor meetings at various locations for the period of 01/01/02 through 12/31/02.

_____ (100 miles x 6 x \$0.30) + (60 miles x 2 x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	216
Parking for <u>actual</u> cost(6 meetings x \$10.00)	\$	60
Meals (\$10 x 2 meetings x 2)	\$	40
Registration for <u>actual</u> cost	\$	120
Approximate of total request	\$	436

I hereby request authorization for:  
Sharon Aspery, Wendi Stephens, Tammy Mannasmith, Larry Hager, Heather Roberts

to attend, at the expense of Delaware County, Quarterly Child Care meetings at Columbus for the period of 01/01/02 through 12/31/02.

_____ (4 meetings x 60 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	72
Parking for <u>actual</u> cost		40
Registration for <u>actual</u> cost		N/a
Approximate of total request	\$	112

I hereby request authorization for:

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Tammy Mannasmith

to attend, at the expense of Delaware County, Monthly Child Care Rules Review meetings at Columbus for the period of 01/01/02 through 12/31/02.

(12 meetings x 60 miles x \$0.30)

Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	216
<u>Parking for actual</u> cost		100
Registration for <u>actual</u> cost	N/a	
Approximate of total request	\$	316

I hereby request authorization for:  
 Anne Tallent, Pam Pruett, Larry Hager

to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 01/01/02 through 12/31/02.

(100 miles x 4 meetings x \$0.30)

Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	120
<u>Parking for actual</u> cost		
Registration for <u>actual</u> cost		
Approximate of total request	\$	120

I hereby request authorization for:  
 Rhonda Leasure, Perry Harper, Donna Eckman, Celia Vail, Chad Richardson, Tracey Merrin, Mona Reilly, Sharon Lloyd

to attend, at the expense of Delaware County, Chamber of Commerce Functions, Trainings and Workshops at various locations for the period of 01/01/02 through 12/31/02.

(1 car x 30 miles x 9 x \$0.30)

Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	81
<u>Parking for actual</u> cost	\$	N/A
Registration for <u>actual</u> cost(\$15 x 3 staff x 9 functions)	\$	405
Approximate of total request	\$	486

I hereby request authorization for:  
 Perry Harper

to attend, at the expense of Delaware County, quarterly ADA meetings at Columbus for the period of 01/01/02 through 12/31/02.

(4 meetings x 60 miles x \$0.30)

Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	72
<u>Parking for actual</u> cost	\$	40
Registration for <u>actual</u> cost(\$15 x 3 staff x 9 functions)	\$	
Approximate of total request	\$	112

I hereby request authorization for:  
 Mona Reilly, Angela Thomas

to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, Region 1 Directors meetings, OJFSDA Committee Meetings, at various locations for the period of 01/01/02 through 12/31/02.

(24 meetings x 100 miles x \$0.30)

Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	720
<u>Parking for actual</u> cost (12 meetings x \$10)	\$	120
Registration for <u>actual</u> cost	-0-	
Approximate of total request	\$	840

I hereby request authorization for:  
 Jackie Williams, Angela Thomas

to attend, at the expense of Delaware County, Quarterly Fiscal meetings at Columbus for the period of 01/01/02 through 12/31/02.

(4 meetings x 60 miles x \$0.30)

Mileage for personal automobile <u>actual</u> miles at \$. 30	\$	72
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_____ Parking for <u>actual</u> cost		-0-
Registration for <u>actual</u> cost	-0-	
Approximate of total request	\$	72

I hereby request authorization for:

Jackie Williams, Diane Bowersmith, Vickie Kerns, Barbara Thomas, Becky Ward, Sarah Gast

to attend, at the expense of Delaware County, Semi-annual EBT (Electronic Benefit Transfer)/ food stamp card meetings at Columbus for the period of 01/01/02 through 12/31/02.

(4 meetings x 60 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$	72
_____ Parking for <u>actual</u> cost (2 meetings x \$10)	\$	40
Registration for <u>actual</u> cost	\$	<u>n/a</u>
Approximate of total request	\$	112

I hereby request authorization for:

Jackie Williams, Barbara Minnick, Marty Starkey, Becky Ward, Angela Thomas

to attend, at the expense of Delaware County, Annual PET & QUIC user meetings (fiscal software at various locations for the period of 01/01/02 through 12/31/02.

(4 days x 100 miles x \$0.30)		
Mileage for personal automobile <u>actual</u> miles at \$. <u>30</u>	\$	120
_____ Parking for <u>actual</u> cost		-0-
Registration for <u>actual</u> cost		<u>900</u>
Approximate of total request	\$	1020

Requested/Recommend by: Mona Reilly, Director

Delaware County Department of Human Services

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

**RESOLUTION NO. 01- 1552**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN EAGLE TRACE SECTION 2, PART A; THE OAKS AT HIGHLAND LAKES PHASE 1; SCIOTO RESERVE SECTION 2, PHASE 3; SCIOTO RESERVE SECTION 4, PHASE 7; SHELLBARK RIDGE PHASE 2; SHERBROOK PHASE 9 AND WALKER WOOD SECTION 13:**

It was moved by Mrs. Martin , seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Eagle Trace Section 2, Part A</b>	2,930 feet of 8 inch sewer	14 manholes
<b>The Oaks At Highland Lakes Phase 1</b>	3,117feet of 8 inch sewer 947 feet of 12 inch sewer 1,642 feet of 15 inch sewer	23 manholes
<b>Scioto Reserve Section 2, Phase 3</b>	697 feet of 8 inch sewer	3 manholes
<b>Scioto Reserve Section 4, Phase 7</b>	2,306 feet of 8 inch sewer 886 feet of 10 inch sewer	13 manholes
<b>Shellbark Ridge Phase 2</b>	3,463 feet of 8 inch sewer	15 manholes
<b>Sherbrook Phase 9</b>	3,140 feet of 8 inch sewer	14 manholes
<b>Walker Wood Section 13</b>	2,460 feet of 8 inch sewer	9 manholes

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

**RESOLUTION NO. 01- 1553**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR GOLF VILLAGE PHASE 9 SECTION 2 PARTS A & B AND GOLF VILLAGE SECTION 7 PHASE 4:**

It was moved by Mrs. Martin seconded by Mr. Ward to approve sanitary sewer plan for Golf Village phase 9 section 2 parts A & B and Golf Village Section 7 Phase 4 submittal to the Ohio EPA for their approval as per



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recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 01- 1554**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR GOLF VILLAGE SECTION 1, PHASE A, PART 1:**

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

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 27th day of December 2001, by and between Dominion Homes, Inc., SUBDIVIDER, as evidenced by the Golf Village Section 1, Phase A, Part I Sanitary Sewer Improvements and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit: The SUBDIVIDER shall upon executing this AGREEMENT be credited by DELAWARE COUNTY SANITARY ENGINEER fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **30** (15 credits at \$5900.00 per credit) equivalent single family residential connections.

The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (**\$98,611.24**) 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 **\$6,860.00**, 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

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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 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 Absent Mr. Ward Aye

**RESOLUTION NO. 01- 1555**

**IN THE MATTER OF APPROVING PERSONNEL ACTION FOR OECC:**

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

Michael Brian Fox has terminated his position with the OECC Department; effective date October 5, 2001

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

**RESOLUTION NO. 01- 1556**

**IN THE MATTER OF APPROVING CHANGE ORDER # 2 FOR BID PACKAGE 11(C&R MASONRY) FOR THE NEW SERVICES BUILDING:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve change order #2 for Bid Package 11:

**C& R Masonry**

Original Contract	\$750,760.00
Previous Change Orders	\$ 2,907.00
Change Order #2	\$ 8,862.00
<b>Revised Contract Amount</b>	<b>\$762,529.00</b>

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

There being no further business the meeting adjourned.

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Deborah B. Martin

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2001

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners