

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD JUNE 18, 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. 01-623**

**8:45 AM - IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:**

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

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

**RESOLUTION NO. 01-624**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:00 AM:**

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

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

**PUBLIC COMMENT**

**RESOLUTION NO. 01-625**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 307565 THROUGH 307680:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 307565 through 307680 and Purchase Orders and Vouchers as listed below:

<u>PO's</u>				
<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P07703	Delaware County Auditor	Refund to Inheritance SHOOK	9710-2361	\$ 19,264.00
<u>Vouchers</u>				
1B04000	Verizon North	Telephone Services	0130-2202	\$ 6,925.78

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

**RESOLUTION NO. 01-626**

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

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

<b>Jason Watts</b>	2 Classes	\$ 740.00
<b>Kenneth Bruen</b>	Change in Class –additional charge (approved on May 21, 2001)	\$ 49.00

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

**RESOLUTION NO. 01-627**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM RJS VENTURES, INC., AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that RJS Ventures, Inc. has requested a new D-5 permit located at the Corner of North High Street and Meadow Park Avenue Unit 4, Lewis Center, Ohio and

Whereas, the Orange 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.

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

**RESOLUTION NO. 01-628**

**IN THE MATTER OF APPROVING PLAN FOR NORTH ORANGE, SECTION 3, PHASES 1 AND 2;  
DITCH MAINTENANCE PETITION FOR THE MEADOWS AT CHESHIRE, SECTION 3, PART 3:**

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

**North Orange, Section 3, Phases 1 & 2**

Orange Township, Delaware County, Part of Farm Lot 1 and 2, Township 3, Range 18, United States Military Lands.

**The Meadows at Cheshire, Section 3, Part 3- Ditch Maintenance Petition**

We the undersigned owners of 16.266 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as the Meadows at Cheshire, Section 3, Part 3 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 Meadows at Cheshire, Section 3, Part 3.

The cost of the drainage improvements is \$58,205.00 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. Thirty 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, \$1,945.00 per lot. An annual maintenance fee equal to 2% of this basis \$39.00 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 \$1,170.00 has been paid to Delaware County.

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

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

**RESOLUTION NO. 01-629**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR ABBEY KNOLL,  
SECTION 3, PHASES 1 AND 2:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve Subdivider's Agreements:

**Abbey Knoll, Section 3, Phase 1**

**THIS AGREEMENT** executed on this 18<sup>th</sup> day of June 2001, between **ROCKFORD HOMES, INC.** as evidenced by the **ABBEY KNOLL SECTION 3, PHASE 1** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/1/01, 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 all improvements.

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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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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 **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **TWELVE THOUSAND TWO HUNDRED TWENTY-THREE 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 laboratory, and the cost of street and traffic control signs. 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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 or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 privilege to make the improvements stipulated herein.

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**Abbey Knoll, Section 3, Phase 2**

**THIS AGREEMENT** executed on this 18<sup>th</sup> day of June 2001, between **ROCKFORD HOMES, INC.** as evidenced by the **ABBEY KNOLL SECTION 3, PHASE 2** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/1/01, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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 **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **THIRTEEN THOUSAND SIX HUNDRED EIGHTY 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 laboratory, and the cost of street and traffic control signs. 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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 or material incident to said construction of improvements.

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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. 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 privilege to make the improvements stipulated herein.

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

**RESOLUTION NO. 01-630**

**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:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010084	Sprint Telephone	Meredith State Road	Place buried cable

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

**RESOLUTION NO. 01-631**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND DLZ OHIO, INC., FOR CONSTRUCTION MONITORING, TESTING AND ENGINEERING SERVICES FOR THE 2001:**

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

*Agreement*, made and entered into this 18<sup>th</sup> day of June 2001 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and *DLZ, Ohio, Inc.*, hereinafter designated as the *Consultant*.

*Witnesseth*, that said *Consultant*, for consideration of the attached unit cost Contract hereby agrees to furnish unto the *County*, professional services to provide Inspection and Testing Services. Compensation to be paid monthly as a percentage of completed work.

*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*.

This Contract will be effective through March 2002. This may be extended for a period of one year upon mutual agreement of both parties.

*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, agent's, subcontractors and their employees and agents' subcontractors and their employees agents but only to the

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

**RESOLUTION NO. 01-632**

**IN THE MATTER OF APPROVING A CONTRACT WITH EMERGENCY MEDICAL PRODUCTS FROM WISCONSIN FOR PROVIDING MEDICAL MATERIALS AND SUPPLIES FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:**

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

WHEREAS, Delaware County Emergency Medical Services (EMS) requires medical supplies and materials on a continuing basis throughout the year, and

WHEREAS, these materials and supplies are necessary for the continued operation of the County EMS as well as other interested political subdivisions, and

WHEREAS, Delaware County, in accordance with the Ohio Revised Code, requested bids for providing medical

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materials and supplies, and

WHEREAS, each bid submitted was reviewed as to quality of material, service offered, cost and overall value;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a recommendation to award the bid for providing medical supplies and materials for the Emergency Medical Services to Emergency Medical Products from Wisconsin for a period of at least one year.

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. 01-633**

**IN THE MATTER OF APPROVING A CONTRACT WITH BELL-HAUN FOR THE PURCHASE AND INSTALLATION OF A TELEPHONE SYSTEM AT PORTER-KINGSTON FIRE STATION AND THE DELAWARE COUNTY MEDIC 6 FACILITY:**

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

WHEREAS, the Delaware County Board of Commissioners agreed to provide a single telephone system capability for Medic 6 and the Porter-Kingston Fire Station as part of a mutually beneficial agreement, and

WHEREAS, the purchase of a new system is required because the existing system cannot be upgraded, and

WHEREAS, Bell-Haun has proposed the purchase and installation of an Iwatsu telephone system that is capable of providing current needs and can be expanded for future growth;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve contracting with Bell-Haun for the purchase and installation of the Iwatsu Adix-VS phone system with 4 lines and 16 instruments at a cost of \$6,942.52.

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. Ward            Aye            Mrs. Martin            Aye            Mr. Wuertz            Aye

**RESOLUTION NO. 01-634**

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

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

Pamela Curtis has accepted the position of TCO 1 for 9-1-1 Center; effective date of hire is June 25, 2001.

Becky Ward is being transferred from Clerical Specialist to Account Clerk II for Job and Family Services; effective date of transfer is June 19, 2001.

Robert Stevens has been promoted from Part-time to Full-time Intermediate for EMS; effective date of promotion is June 25, 2001.

Patricia Rayburn has been promoted from Income Maintenance Worker III to Social Services Case Worker II for Job and Family Services; effective date of promotion is July 2, 2001.

Gina Herring has accepted the position of Recruiter for Human Resources; effective date of hire is July 2, 2001.

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

**RESOLUTION NO. 01-635**

**IN THE MATTER OF RE-APPOINTING LESLIE MASS AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to re-appointing 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

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Whereas, the Board of Commissioners of Delaware County shall re-appoint Leslie Mass to the Delaware-Morrow Mental Health and Recovery Services Board for a four year term beginning July 1, 2001, and ending June 30, 2005, and

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

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

**RESOLUTION NO. 01-636**

**IN THE MATTER OF APPROVING THE DELAWARE-KNOX COUNTIES STRATEGIC FIVE YEAR WORKFORCE INVESTMENT PLAN FOR TITLE I OF THE WORKFORCE INVESTMENT ACT OF 1998:**

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

Whereas, The Workforce Investment Act of 1998 requires the Board of County Commissioners, in collaboration with the Local Workforce Policy Board, to approve the Strategic Five Year Workforce Investment Plan for the local area,

Whereas, the Board of County commissioner in collaboration with the Local Workforce Policy Board put the Five Year Local Plan out for public comment as required by the Workforce Investment Act of 1998,

Now, therefore, be it resolved that the Board of County Commissioners approves the Delaware-Knox Counties Strategic Five Year Plan for workforce development in the local area.

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

**RESOLUTION NO. 01-637**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND ADRIEL SCHOOL FOR FOSTER CARE:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to postpone the following agreement until June 21, 2001:

**SECTION 1: SERVICES**

The following list consists of services included in the fees for Foster Care.

- A. Routine living expenses, such as food and shelter
- B. Monthly clothing allowance, after the initial intake inventory
- C. Personal supplies
- D. Personal allowance
- E. Recreational activities and expenses
- F. Summer program activities
- G. Miscellaneous school fees, i.e. books, pencils, paper, etc. (excluding tuition)
- H. Twenty four (24) hour on-call crisis services
- I. Monthly contact notes sent to the custodial agency
- J. Quarterly progress reports to the responsible party
- K. Teaching Family model for family living
- L. Quality assurance through consultations and evaluations
- M. Chaplain services as needed

The following list consists of the services not included in the fees for Foster Care:

- A. Medical services, routine check-up, hospital, etc.
  - B. Dental services, routine check-up, orthodontist, etc.
  - C. Purchased transportation to and from the client's home
  - D. Psychological evaluations
  - E. Psychiatric assessments
  - F. School or educational tuition (except as reimbursed through Adriel)\*\*
  - G. Individual, family, and group counseling/therapy
  - H. Med/somatic monitoring with a qualified psychiatrist
- \*\* Tuition fees are the responsibility of the client's home school district

**SECTION II: FEES**

AWOL and other absenteeism will be assessed the full fee until Adriel School, Inc. is notified to discharge said client.

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**SECTION III: BILLING**

Adriel School, Inc. will bill monthly for all outlined fees and services. Payment is due in full within thirty (30) days of the billing date. If the client has Medicaid, the undersigned agrees to be responsible for providing the Medicaid Card every month the client is in treatment.

Charges will be assessed on the day of admission, but not on the day of discharge.

**SECTION IV: CHANGES**

The undersigned agrees not to remove said client from the care and treatment of Adriel School, Inc. without giving a fourteen (14) day notice. Adriel School, Inc. also agrees to give a fourteen (14) day notice for removal of a client, except in an emergency situation where the safety and welfare of the client or others is jeopardized.

Either party may cancel this agreement with or without cause, upon thirty (30) days written notice.

The agreement reflect these applicable per diem rate increases:

- \* Residential Services (Medicaid) -\$174.50
- \* Residential Services (Non-Medicaid) -\$182.00
- \* Therapeutic Foster Care -\$ 75.50
- \* Family Foster Care -\$ 46.60

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

**RESOLUTION NO. 01-638**

**IN THE MATTER OF NAMING THE DELAWARE CITY/COUNTY HEALTH BOARD AS THE FISCAL AND ADMINISTRATIVE AGENT FOR THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL:**

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

Whereas, The Health Department and the other agencies of the Council of Governments/Executive Committee agree that the Executive Committee of the Family & Children First Council shall continue to form and direct policy and budget for the Family & Children First Council

Whereas, the Council of Governments/Executive Committee of the Delaware County Family & Children First Council recommends that the Delaware County/City Health Board be named as the Fiscal and Administrative Agent for the Delaware County Family and Children First Council.

Therefore, be it resolved, that pursuant to Ohio Revised Code Section 127.37 (4), the Delaware City /County Health Board is named as Fiscal and Administrative Agent for the Delaware County Family & Children First Council with the understanding this responsibility reverts to the Council of Government if permitted by the state.

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

**RESOLUTION NO. 01-639**

**IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENT FOR CONDOMINIUMS AT THE WOODS AT MEDALLION:**

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

**Condominiums at the Woods at Medallion**

THIS AGREEMENT executed on this 18<sup>th</sup> day of June 2001, by and between PLANNED COMMUNITIES, INC SUBDIVIDER, as evidenced by the CONDOMINIUMS AT THE WOODS AT MEDALLION 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 (\$83,000.00) 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

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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 \$5,810.00, 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 IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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



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Deborah Martin

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James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners