

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 14, 2000**

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**THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

Present: James Ward, Deborah Martin, Donald Wuertz

**RESOLUTION NO. 00-1019**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD DECEMBER 4, 2000:**

It was moved by Mr. Wuertz , seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held December 4, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

Mr. Wuertz asked if the furniture for the expansion has been ordered. Mr. Cannon reported it has as is due to come in shortly.

**RESOLUTION NO. 00-1020**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 290027 THROUGH 290782:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 290027 through 290782 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-1021**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM WAL-MART STORES EAST, INC. (DBA WAL MART SUPERCENTER #2725) TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Wuertz, 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 the Orange Township Trustees that Wal Mart Stores East, Inc. (DBA Wal Mart Supercenter #2725) has requested for a new C1-C2 permit located at 8645 Columbus Pike, Lewis Center, Ohio 43035 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.

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. 00-1022**

**IN THE MATTER OF SETTING DATE AND TIME FOR HEARING OF ANNEXATION PETITION FILED FOR ANNEXATION OF .92, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:**

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

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

Whereas, Lisa Ware, 2447 Warrensburg Road, Delaware, Ohio 43215, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Monday, February 5, 2001, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code;

Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the

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Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

**RESOLUTION NO. 00-1023**

**IN THE MATTER OF APPROVING THE TREASURER’S REPORT:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Treasurer’s Report.

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

**RESOLUTION NO. 00-1024**

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

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

Emergency Services is requesting that Kari Maniaci attend the training course “How to Take Charge of the Front Desk” at Reynoldsburg on January 11, 2001, in the amount of \$169.00.

Auditor is requesting that Jane Tinker attend the Association of Government Accountants at Columbus on January 10, 2001, in the amount of \$130.00.

Emergency Services is requesting that Larry Fisher attend the Disaster Recovery Operations Course at Columbus on January 23 through January 24, 2001, at no cost.

EMA is requesting that Bob Lavender attend Developing Volunteer Resources at Columbus on April 17 through April 18, 2001, at no cost.

EMA is requesting that Bob Lavender attend the Decision-Making and Problem Solving at Columbus on June 19, 2001, at no cost.

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

**RESOLUTION NO. 00-1025**

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

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0120-047	Gen Fund/Comm - Transfers	\$ 5,100,000.00
001-3110-012	Gen Fund/Mun Court -PERS	\$ 1,423.92
001-3110-020	Gen Fund/Mun Court -Srvs & Chrgs	\$ 125,000.00
001-3210-040	Gen Fund/Bd of Elec - Equip	\$ 12,205.96
002-1910-011	D&K - Benefits	\$ (8,000.00)
002-1910-020	D&K - Srvs & Chrgs	\$ (2,000.00)
033-3580-020	OECC Construction - Srvs & Chrgs	\$ (89,554.12)
033-3580-040	OECC Construction - Equip	\$ (4,871.15)
035-3510-010	San Eng - Salaries	\$ (100,000.00)
035-3510-011	San Eng - Benefits	\$ (10,000.00)
035-3510-012	San Eng - PERS	\$ (15,000.00)

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035-3510-015	San Eng - Mat & Sup	\$	(5,000.00)
035-3510-020	San Eng - Srvs & Chrgs	\$	(20,000.00)
035-3510-047	San Eng - Transfers	\$	(80,000.00)
049-4050-020	Ditch Construction - Srvs & Chrgs	\$	(20,000.00)
049-4050-040	Ditch Construction - Equipment	\$	(295,000.00)
052-0098-020	CDBG/FY98 - Srvs & Chrgs	\$	(78,721.00)
052-0097-020	CDBG/FY97 - Srvs & Chrgs	\$	(15,031.00)
052-0072-020	CDBG/Ashley Sewer - Srvs & Chrgs	\$	(10,000.00)
052-0099-020	CDBG/CHIP FY96 - Srvs & Chrgs	\$	(134,767.00)
052-0079-020	CDBG/CHIP FY99 - Srvs & Chrgs	\$	(465,760.52)
053-0080-020	Revolving Loan - Srvs & Chrgs	\$	(850,000.00)
055-5510-045	Debt Retirement - Debt Service	\$	(1,207,477.11)
072-7210-012	Economic Develpoment - PERS	\$	(1,000.00)
074-7410-020	Recorder Equip Fund - Srvs & Chrgs	\$	(24,000.00)
079-7910-047	Tartan Field - Transfers	\$	(2,076.15)
080-4070-040	Issue II Grant - Equip	\$	(253,788.89)
081-8110-040	Roadway Development - Equip	\$	(650,000.00)
109-2670-020	Community Service - Srvs & Chrgs	\$	1,145.19
111-4530-020	Children's Sevices - Srvs & Chrgs	\$	(150,000.00)
111-4530-047	Children's Sevices - Transfers	\$	(169,370.84)
112-1120-010	Juvenile Drug Court - Salaries	\$	(18,005.00)
112-1120-011	Juvenile Drug Court - Benefits	\$	(6,723.00)
112-1120-012	Juvenile Drug Court - PERS	\$	(8,515.00)
112-1120-013	Juvenile Drug Court - Medicare	\$	(250.00)
112-1120-015	Juvenile Drug Court - Mat & Sup	\$	(3,500.00)
112-1120-020	Juvenile Drug Court - Srvs & Chrgs	\$	(88,000.00)
118-1180-010	Family Drug Court - Salaries	\$	1,150.00
118-1180-011	Family Drug Court - Benefits	\$	2,000.00
118-1180-013	Family Drug Court - Medicare	\$	15.00
118-1180-020	Family Drug Court - Srvs & Chrgs	\$	(5,300.00)
120-1200-010	School Liaison - Salaries	\$	(15,411.77)
120-1200-012	School Liaison - PERS	\$	(60.68)
120-1200-013	School Liaison - Medicare	\$	(222.86)

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122-1220-040	Bd of Educ - Equip	\$	(250.00)
123-1230-010	Americorp Grant - Salaries	\$	(8,405.02)
123-1230-011	Americorp Grant - Benefits	\$	(538.64)
123-1230-012	Americorp Grant - PERS	\$	(647.85)
123-1230-013	Americorp Grant - Medicare	\$	(121.59)
123-1230-015	Americorp Grant - Mat & Sup	\$	(100.00)
123-1230-020	Americorp Grant - Srvs & Chrgs	\$	(100.00)
124-1240-010	Juvenile Accountability - Salaries	\$	5.00
124-1240-012	Juvenile Accountability - PERS	\$	(970.00)
124-1240-020	Juvenile Accountability - Srvs & Chrgs	\$	(865.00)
125-1250-020	Family Violence Prev - Srvs & Chrgs	\$	(96.00)
126-1260-010	Project Homefront - Salaries	\$	(1,893.64)
126-1260-011	Project Homefront - Benefits	\$	(962.59)
126-1260-012	Project Homefront - PERS	\$	(2,421.61)
126-1260-020	Project Homefront - Srvs & Chrgs	\$	3,298.07
128-1285-015	VOCA/CASA - Mat & Sup	\$	(1,000.00)
128-1285-020	VOCA/CASA - Srvs & Chrgs	\$	(1,436.00)

**TRANSFER OF APPROPRIATION**

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FROM:	TO:	AMOUNT:
001-0110-020 Gen Fund/Comm - Srvs & Chrgs	001-0110-013 Gen Fund/Comm - Medicare	\$ 125.00
001-0150-020 Gen Fund/Bldg Dept - Srvs & Chrgs	001-0150-010 Gen Fund/Bldg Dept - Salaries	\$ 3,500.00
001-0150-040 Gen Fund/Bldg Dept - Equip	001-0150-010 Gen Fund/Bldg Dept - Salaries	\$ 3,500.00
001-0150-010 Gen Fund/Bldg Dept - Srvs & Chrgs	001-0150-013 Gen Fund/Bldg Dept - Medicare	\$ 125.00
001-2510-010 Gen Fund/Common Pleas - Salaries	001-2510-020 Gen Fund/Common Pleas - Srvs & Chrgs	\$ 4,000.00
001-3210-020 Gen Fund/Bd of Elec - Srvs & Chrgs	001-3210-010 Gen Fund/Bd of Elec - Salaries	\$ 6,000.00
003-4510-011 JFS/Income Maint- Benefits	003-4510-020 JFS/Income Maint - Srvs & Chrgs	\$ 25,000.00
003-4520-011 JFS/Child Prot- Benefits	003-4520-010 JFS/Child Prot - Srvs & Chrgs	\$ 15,000.00
003-4550-012 JFS/Admin - PERS	003-4550-011 JFS/Admin - Benefits	\$ 1,810.00

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003-4580-012 JFS/Soc Srvs- PERS	003-4580-011 JFS/Soc Srvs- Benefits	\$ 950.00
003-4516-020 JFS/Workforce - Srvs & Chrgs	003-4580-020 JFS/Soc Srvs- Srvs & Chrgs	\$ 25,000.00
005-4020-011 M&G/Admin - Benefits	005-4030-011 M&G/Operations - Benefits	\$ 3,000.00
033-3580-020 OECC Construction - Equip	033-3580-047 OECC Construction - Transfers	\$ 190,445.88
052-0079-020 CDBG/CHIP FY99 - Srvs & Chrgs	052-0079-015 CDBG/CHIP FY99 - Mat & Sup	\$ 125.00
109-2670-011 Community Service - Benefits	109-2670-010 Community Service - Salaries	\$ 914.13
109-2670-012 Community Service - PERS	109-2670-010 Community Service - Salaries	\$ 116.87
109-2670-012 Community Service - PERS	109-2670-013 Community Service - Medicare	\$ 13.00
109-2670-012 Community Service - PERS	109-2670-020 Community Service - Srvs & Chrgs	\$ 742.54
109-2670-015 Community Service - Mat & Sup	109-2670-020 Community Service - Srvs & Chrgs	\$ 500.00
111-4530-020 Children's Srvs - Srvs & Chrgs	111-4535-020 Children's Srvs/Cluster - Srvs & Chrgs	\$ 30,000.00
120-1200-012 School Liaison - PERS	120-1200-011 School Liaison - Benefits	\$ 2,200.00
128-1280-011 VOCA - Benefits	128-1280-010 VOCA - Salaries	\$ 147.38
128-1280-012 VOCA - PERS	128-1280-010 VOCA - Salaries	\$ 570.33
128-1280-020 VOCA - Srvs & Chrgs	128-1280-010 VOCA - Salaries	\$ 315.67
128-1280-040 VOCA - Equip	128-1280-010 VOCA - Salaries	\$ 280.00
128-1280-040 VOCA - Equip	128-1280-013 VOCA - Medicare	\$ 13.00
131-1310-020 ISP - Srvs & Chrgs	131-1310-040 ISP - Equip	\$ 1,180.00
132-1320-020 ISP/Elec Monitor - Srvs & Chrgs	132-1320-040 ISP/Elec Monitor - Equip	\$ 200.00
 <b><u>TRANSFER OF FUNDS</u></b>		
001-0120-047 Gen Fund/Comm - Transfers	002-1910-087 D&K Fund - Transfers-in	\$50,000.00
001-0120-047	005-4020-087	\$399,745.96

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Gen Fund/Comm - Transfers	M&G Fund - Transfers-in	
001-0120-047	048-4810-087	\$550,000.00
Gen Fund/Comm - Transfers	EMS Capital Fund - Transfers-in	
001-0120-047	054-0030-087	\$550,000.00
Gen Fund/Comm - Transfers	Liability Insurance Fund - Transfers-in	
001-0120-047	086-8610-087	\$3,000,000.00
Gen Fund/Comm - Transfers	20/20 Fund - Transfers-in	
001-0120-047	101-1010-087	\$50,000.00
Gen Fund/Comm - Transfers	EMA Fund - Transfers-in	
001-0120-047	105-0050-087	\$500,000.00
Gen Fund/Comm - Transfers	County Reserve Fund - Transfers-in	
033-3580-047	040-3535-087	\$ 190,445.88
OECC Construction - Transfers	Sewer Capital Fund - Transfers-in	

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

**RESOLUTION NO. 00-1026**

**IN THE MATTER OF AMENDING A RESOLUTION AND AGREEMENT AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) FOR THE 1201 US ROUTE 23 N. COMPANY, LTD. (PREFERRED BENEFITS SERVICES AGENCY, INC.)**

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

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners, via Resolution 97-487, did authorize RLF participation, and the execution of a loan agreement and legally binding documents for the Preferred Benefits Services Agency, Inc. Expansion Project; and

WHEREAS, Ralph L. Howes, owner of Preferred Benefits Services Agency, Inc., has requested an amendment of the loan agreement and legally binding documents for the Preferred Benefits Services Agency, Inc. Expansion Project related to a change in the ownership structure of the 1201 US Route 23 N. Company, Ltd. and that Delaware County agree to subordinate its existing second mortgage security position on real estate and assume a third security position.

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

SECTION I.        That the Delaware County Board of Commissioners hereby approves amending Resolution 97-487, the loan agreement, and RLF legally binding documents pertaining to this project, to remove John M. Faust as a partner in the 1201 US Route 23 N. Company, Ltd. partnership. The 1201 US Route 23 N. Company, Ltd. shall remain intact as the owner of the property at the project site and remain the obligor on mortgages and on the property.

SECTION II.        Delaware County shall assume a third security position behind National City Bank's proposed second position in order to facilitate a \$50,000 real property improvement loan for improvements at the project site located at 1201 US Route 23 N. All corporate and personal guarantees, including those of Preferred Benefits Services Agency, Inc., and Ralph L. Howes shall remain in effect and continue unchanged for the remainder of the term of this RLF loan. However, John M. Faust shall be released from his personal guarantee for this loan, and it is hereby recognized that Mr. Faust will cease to be a member of the 1201 US Rte. 23 N. Company, Ltd. partnership.

SECTION III.        All commitments, including job creation, shall remain as stated in the legally binding documents for this project.

SECTION IV.        The Delaware County Economic Development Director shall forward a copy of this

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Resolution and the amendment agreement to the Office of Housing and Community Partnerships, Ohio Department of Development, upon execution.

AMENDMENT OF A REVOLVING LOAN FUND AGREEMENT

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners, via Resolution 97-487, did authorize RLF participation, and the execution of a loan agreement and legally binding documents for the Preferred Benefits Services Agency, Inc. Expansion Project; and

WHEREAS, Ralph L. Howes, owner of Preferred Benefits Services Agency, Inc., has requested an amendment of the loan agreement and legally binding documents for the Preferred Benefits Services Agency, Inc. Expansion Project related to a change in the ownership structure of the 1201 US Route 23 N. Company, Ltd. and that Delaware County agree to subordinate its existing second mortgage security position on real estate and assume a third security position.

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

SECTION I. That the Delaware County Board of Commissioners hereby approves amending Resolution 97-487, the loan agreement, and RLF legally binding documents pertaining to this project, to remove John M. Faust as a partner in the 1201 US Route 23 N. Company, Ltd. partnership. The 1201 US Route 23 N. Company, Ltd. shall remain intact as the owner of the property at the project site and remain the obligor on mortgages and on the property.

SECTION II. Delaware County shall assume a third security position behind National City Bank's proposed second position in order to facilitate a \$50,000 real property improvement loan for improvements at the project site located at 1201 US Route 23 N. All corporate and personal guarantees, including those of Preferred Benefits Services Agency, Inc., and Ralph L. Howes shall remain in effect and continue unchanged for the remainder of the term of this RLF loan. However, John M. Faust shall be released from his personal guarantee for this loan, and it is hereby recognized that Mr. Faust will cease to be a member of the 1201 US Rte. 23 N. Company, Ltd. partnership.

SECTION III. All commitments, including job creation, shall remain as stated in the legally binding documents for this project. All other terms of the original RLF Agreement, Promissory Note, Direct Guarantee Agreement, and existing Second Mortgage shall remain in force and unchanged.

SECTION IV. The Delaware County Economic Development Director shall forward a copy of this amendment agreement to the Office of Housing and Community Partnerships, Ohio Department of Development, upon execution.

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

RESOLUTION NO. 00-1027

IN THE MATTER OF ADOPTING A RESOLUTION TO ENTER INTO A RENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND NEW WORLD PROPERTIES:

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

WHEREAS, the Board of County Commissioners and Emergency Medical Services desire to ensure continued emergency medical coverage for our citizens residing in the eastern part of Delaware County, and

WHEREAS, the Board of County Commissioners previously resolved to implement, where possible, a seven (7) minute response time for emergency medical coverage throughout the county, and

WHEREAS, a facility that will allow for this service is needed to provide sleeping quarters, equipment storage, food preparation, etc. for a 24/48 hour personnel schedule, and

WHEREAS, New World Properties has a property located at 11 West North Street in Ostrander that will provide sufficient space for EMS operations while plans for a permanent location are reviewed, and

WHEREAS, this will be a temporary measure for a maximum of two years;

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NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County and New World Properties enter into this property rental agreement in consideration of the mutual advantages to each party, and by the promises each of the other have made, it is hereby agreed and

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

**OFFICE LEASE AGREEMENT**

This Lease Agreement is made effective this date, 14 December 2000, by and between, Mr. Mike Maloof of 6308 Wyler Ct., Dublin, Ohio 43016, hereafter called LESSOR, and the Delaware County Board of Commissioners, of 101 North Sandusky Street, Delaware, Ohio 43015, hereafter called LESSEE  
WITNESSETH:

That the said LESSOR hereby leases and demises unto the said LESSEE the following described premises: 11 W. North Street, Ostrander, OH, from 15 December 2000, on a month-to-month basis for a period not to exceed two years.

The said LESSEE shall pay to the LESSOR the monthly rent of \$500.00 being due at an annual rental rate of \$6,000 plus \$250.00 for the half-month of December 2000, payable in a single installment and due within 30 days of the effective date of this agreement.

1. The LESSEE hereby covenants with the LESSOR that the LESSEE will pay the rent herein reserved at the times and in the manner aforesaid, and will pay all charges for gas, electricity, and water used on the premises. Should said rent or charges for gas, electricity or water herein provided for at any time remain due and unpaid for a period of ten days after the same shall have become due, the said LESSOR may at LESSOR's option, consider the said LESSEE a tenant at sufferance and immediately re-enter upon the premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may be immediately collected in accordance with the law. The LESSEE will not use or permit the premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the premises or to the comfort of the other habitants of said building or its neighbors; and will not sublet or assign this lease nor any part thereof without the written consent of the LESSOR.

2. The LESSEE will keep the interior or the premises, and all windows, doors, fixtures, interior walls, pipes, and other appurtenances, in good and substantial repair and in clean condition, damage by fire or storm excepted; and will exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the premises used in common with other tenants in said building which may be necessary for the preservation of the property and the comfort of the other tenants; and will also permit the LESSOR or LESSOR's agents or employees, at all reasonable times, to enter into the premises and inspect the conditions thereof, and make such repairs as may be necessary; and will at the expiration of said term, without demand, quietly and peaceably deliver up the possession of the said premises in good state and condition, damage or destruction by fire or storm excepted.

3. The LESSOR hereby covenants with the LESSEE upon the performance by the LESSEE of the covenants hereinbefore set forth, that the LESSOR will, during the continuance of said term, keep all the external parts of the premises in good repair; that in case the said building and premises or any part thereof, shall at any time be destroyed or so damaged by fire or storm as to render same unfit for occupation or use, said LESSOR shall have the option to terminate this Lease, or to repair and rebuild the premises refunding the rents hereby reserved, or a fair and just portion thereof, according to the damage sustained, until the said premises are repaired and fit for occupancy and use; and that the LESSEE may quietly hold and enjoy the premises without any interruption by the LESSOR or any person claiming under the LESSOR.

4. The parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Delaware County, State of Ohio. No action hereunder may be commenced if more than one year after the cause of action giving rise thereto has elapsed.

Vote on Motion   Mrs. Martin   Aye   Mr. Wuertz   Aye   Mr. Ward   Aye  
**RESOLUTION NO. 00-1028**

**IN THE MATTER OF APPROVING A CONTRACT WITH BOYLAN AND CANNON COMMUNICATIONS TO PROVIDE RADIO MAINTENANCE FOR THE COUNTYWIDE EMERGENCY COMMUNICATIONS NETWORK:**

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

WHEREAS, it is necessary for emergency two-way radio communications to be operationally maintained at all times to ensure our ability to dispatch emergency responders throughout Delaware County, and

WHEREAS, a maintenance contract provides the most cost effective method for maintenance of radios, towers,



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antennas and all associated equipment, and

WHEREAS, the existing contract with Boyland and Cannon allows for annual renewal and the service provided has been commendable;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve this contract with Boyland and Cannon communications to provide radio maintenance service for the countywide communications network for the period 1 January 2001 through 30 December 2001, at a cost of \$16,236.00.

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

A copy of the contract is on file at the Delaware County Commissioners' Office.

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

**RESOLUTION NO. 00-1029**

**IN THE MATTER OF VACATING AND ABANDONING TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER LINE IN LIBERTY TOWNSHIP:**

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

Whereas, Carol S. Shady, the wife of John M. D. Shady, of 2114 Jewett Road in Powell, Liberty Township, Ohio, executed a deed granting two temporary construction easements and two permanent easements to Delaware County, Ohio on the 25<sup>th</sup> day of July 2000; and

Whereas, the deed memorializing the granting of these easements was recorded in the Office of the Delaware County Recorder on October 12, 2000, in Volume 53, Pages 2433-2440, said deed containing a full and accurate legal description of the easements; and

Whereas, the purpose for these easements was for the construction, installation and maintenance of a sanitary sewer line on certain property in Liberty Township, Ohio: and

Whereas, Jack Smelker, the Delaware County Sanitary Engineer, has determined that said easements are no longer necessary for the construction, installation and maintenance of said sanitary sewer line.

Now Therefore Be It Resolved, by two-thirds vote of all the members elected thereto, that this Board of County Commissioners shall execute a Quit Claim Deed to convey any and all interest it may have in said easements to Carol S. Shady, the wife of John M.D. Shady, for the purpose of canceling and vacating said easements.

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

**RESOLUTION NO. 00-1030**

**IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR LIBERTY TOWNSHIP FORCE MAIN 2000 AND SCIOTO RESERVE, SECTION 4, PHASE 4:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve sanitary sewer plan for Liberty Township Force Main 2000 and Scioto Reserve, Section 4, Phase 4 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 00-1031**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN SCIOTO RESERVE, SECTION 3, PHASE 2, SCIOTO RESERVE, SECTION 3, PHASE 1 AND ABBEY KNOLL, SECTIONS 1 & 2:**

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

<b>Scioto Reserve, Section 3, Phase 2</b>	2,083 feet of 8 inch sewer	10 manholes
<b>Scioto Reserve, Section 3, Phase 1</b>	690 feet of 8 inch sewer 616 feet of 10 inch sewer	6 manholes
<b>Abbey Knoll, Sections 1 &amp; 2</b>	4,255 feet of 8 inch sewer	22 manholes

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

**RESOLUTION NO. 00-1032**

**IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND MEDICAL MUTUAL OF OHIO FOR THE ORION AUDIT AND SUBROGATION:**

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

This is an Amendment to the Contract or Administrative Services Agreement between Medical Mutual of Ohio (Medical Mutual) and Delaware County Employees, Group No. 804297. In the event of a conflict between this Amendment and the underlying Contract, the terms of the Amendment shall take precedence. This Amendment language is effective March 1, 1999, regardless of the date signed below, and amends the Contract as follows:

A.        Depending on which version of the Contract or Administrative Services Agreement the Group has signed, the section entitled “Medical Mutual’s Right to Audit” or “Right to Audit” or “Cost Recovery Audits” is replaced with the following language. If the Contract does not contain the above section, the following paragraph is added to the section of the Contract regarding audits and does not replace any existing language.

Medical Mutual or a third party hired by Medical Mutual may perform random cost recovery audits, which do not relate to any specific group. Where there is an adjustment to a specific claim as a result of the audit, it will be credited to the Group. The credit will be shown on the group’s invoice as a claim adjustment. For certain recoveries where Medical Mutual is not responsible for the overpayment and the Medical Mutual claims processing system could not stop the overpayment, the cost of the recovery will be included on the Group’s monthly invoice. This charge will reflect the percentage of the recovery that is paid to the auditing firm. In no case shall any costs be charged to the Group for any audit performed pursuant to this section for which no recovery is made. In some instances, the claim recovery will be net of the cost of the recovery. In that instance the cost will be subtracted from the credit and no separate charge will be passed on to the Group.

The Group may request that Medical Mutual perform specific audits of certain classes or types of claims made by or payments made on behalf of the Group’s Covered Persons and Medical Mutual will do so for a reasonable fee. Any recoveries that Medical Mutual may obtain as a result of a Group requested audit shall be credited to the Group’s account, less the amount of Medical Mutual’s fee.

B.        The following language is hereby added to the section of the Contract or Administrative Services Agreement entitled “Miscellaneous” and is effective January 19, 2000:

**Subrogation**

Medical Mutual will provide subrogation services as part of its administration of claims under this Contract. Medical Mutual will use a contracted vendor to pursue subrogation recoveries on a pay and pursue basis. The vendor will be responsible for sending letters and subrogation questionnaires to Covered Persons regarding potential subrogation claims. The vendor will also intervene on Medical Mutual’s behalf in lawsuits where necessary. The subrogation vendor will begin investigation when the aggregate claims related to a subrogation case total \$500 or more. However, if a case is brought to the attention of the vendor through another source, the vendor will investigate and pursue recovery of any amounts paid, regardless of the size of the claim. The contracted subrogation vendor will retain a fee based on a percentage of the recovery. All credits to the Group will be net of that fee.

Other than as amended above, the terms and conditions set forth in the group Contract or Agreement for Health Care Coverage remain unchanged.

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

**RESOLUTION NO. 00-1033**

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

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

Ronald Seymore has accepted the position of TCO I for 9-1-1; effective date of hire is January 2, 2001.

Jennifer Laird has accepted the position of Income Maintenance Worker III for Job and Family Services; effective date of hire is January 2, 2001.

Mildred Cook has extended her part-time position as Income Maintenance Worker III, not to exceed 20 hours a week for Job and Family Services; effective date is December 5, 2000.

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

RESOLUTION NO. 00-1034

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN JOB AND FAMILY SERVICES AND BUCKEYE VALLEY NORTH ELEMENTARY SACC:

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

This contract is entered into on July 1, 2000 between the Delaware County Department of Job & Family Services ("Department") and Buckeye Valley North Elementary SACC, a licensed child care center, ("Provider"), located at 4230 St. Rt. 203, Radnor, Ohio 43006. Chapter 5104 of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

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

Basic Rates: All Rates are Per Day
Summer SACC
(1) Full Time (5 or more hours) Part Time (less than 5 hours)
Schoolage \$17.00 \$11.39

- (2) Adjustments to Basic Rates: The following fees may be incorporated within the payment rate and/or payment schedule.
Activity Fees: \$25.00 field trip fee Advances:
Deposits: Discounts: 25% off fees for siblings
Registration Fees: \$20.00
Transportation: One way Round trip
Other (Please Specify):

- (3) Absentee Payment Policy: The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
(B) Fees: The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. BILLING PROCEDURES: The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
(A) Duplicate Billing: The Provider assures that claims made to the Department for payment shall be for

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authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.

- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
    - Provider.
    - ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of

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the action on all issues or until the end of the three-year period, whichever is later.

10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.  
  
The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.  
  
In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.
17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

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

**RESOLUTION NO. 00-1035**

**IN THE MATTER OF AUTHORIZING THE UPGRADES TO THE WARNING DEVICES AT CR 203/CURTIS ROAD:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the improvements:

Whereas, the Public Utilities Commission of Ohio (“Commission”) has determined that a certain highway-railroad grade crossing in Delaware County, Ohio is dangerous and hazardous to the traveling public.

Whereas, the Commission has determined, and the Delaware County Commissioners (“County”) agree, that the public safety and interest would be served by granting their consent to facilitate the upgrade the existing warning devices (“Improvement”) at the identified below:

Now Therefore, Be It Resolved, that the Commissioners of Delaware County, Ohio hereby take the following actions:

1. Resolving, that the Improvement be implemented where the tracks of CSXT (“Railroad”) intersect CR 203/Curtis Rd. grade crossing, being more specially identified by a US AAR-DOT No. 228-698S and consent is hereby given to the Commission to proceed.
2. Further Resolved, that the County agrees to place all advance warning signs and pavement markings on the approaches to the grade crossing in conformance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) as adopted under 4511.11 of the Ohio Revised Code at such time as the Improvement described above is completed and maintain same thereafter.
3. Further Resolved, that the County agrees that in the event the County is responsible for causing the suspension of termination of the Improvement, the County hereby agrees to reimburse the Commission for all costs incurred up to said time of suspension or termination. Said reimbursement shall be made to the Commission within sixty (60) days of receipt of an invoice for the costs incurred resulting from said suspension or termination.
4. Further Resolved, that the County agrees to arranges for the relocation, rearrangement or alteration of all utilities of any nature which are located on public right-of-way and which will be affected by or interfere with the construction of said Improvement. Said relocation, rearrangement or alteration will be done at such time as requested by the Commission and will be performed solely at the expense of the utility and at no cost to the Improvement or the Railroad. To the extent that the installation of curbing is required in conformance with OMUTCD requirements as part of the Improvement, the County agrees to install and maintain such curbing at its sole expense.

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

**RESOLUTION NO. 00-1036**

**IN THE MATTER OF APPROVING THE CONTRACT WITH LOCAL GOVERNMENT SERVICES DIVISION OF THE OFFICE OF THE STATE AUDITOR:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the contract as explained in the following letter/contract:

This letter is to confirm our understanding of the terms and objectives of the services to be provided to Delaware County by the Local Government Services Division of the Auditor of State’s Office. Local Government Services will provide supervision and review of information, as identified by the County, in the process of completing the County’s Comprehensive Annual Financial Report for the year ending December 31,2000. Local Government Services will provide assistance with any issues that may arise during the conversion process and guidance with the implementation of new standards.

Our agreement cannot be relied upon to disclose errors, fraud or illegal acts that may exist; however, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention unless they are clearly inconsequential.

The cost of this assistance is not anticipated to exceed \$2,000.00. Delaware County will be billed for this project on a monthly basis as the project progresses at a rate of \$30.00 per hour.

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

**RESOLUTION NO. 00-1037**

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**IN THE MATTER OF APPROVING THE YEAR 2001 APPROPRIATIONS:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Year 2001 appropriations as outlined on the following pages:

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

**RESOLUTION NO. 00-1038**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 2:07 PM:**

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

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

**RESOLUTION NO. 00-1039**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 2:50 PM:**

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners