

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 29, 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

6:45 PM – Executive Session for Land Acquisition

7:30 PM – Public Hearing for Annexation of 8.296 Acres from Orange Township to City of Columbus

**RESOLUTION NO. 01-108**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION AT 6:45 PM:**

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

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

**RESOLUTION NO. 01-109**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 6:50 PM:**

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

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

**PUBLIC COMMENT** – Discussed the possible creation of an additional court of appeals, and which option would be the best for Delaware County.

**RESOLUTION NO-01-110**

**IN THE MATTER OF APPROVING PAYMENT OF WARRANTS NUMBERED 294479 THROUGH 294817:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants 294479 through 294817 excluding 294482 and 294493 on file in the office of the Delaware County Commissioners

**RESOLUTION NO. 01-111**

**IN THE MATTER OF APPROVING PURCHASE ORDERS AND VOUCHERS:**

**PO's**

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P04283	Dale Wilgus, Treasurer	Retainage for Construction of Alum Creek Water Reclamation Facility	3590-4020	\$ 18,167.66
1P03035	B&C Communications	Radio Maintenance agreement	9110-2714	\$ 8,118.00
		24/7 coverage for period from 01-01-01 to 12-31-01	0265-2714	\$ 8,118.00
PO INCREASE				
1B03867	Columbia Gas of OH, Inc.	Gas/Utility	013-2603	\$ 10,000.00

**Vouchers**

1P03553	Treasurer, State of OH	Alum Creek WWTP Annual Discharge Fee	3530-2059	\$ 10,350.00
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Vote on Motion            Mr. Ward            Aye    Mr. Martin            Aye    Mr. Wuertz            Aye

**RESOLUTION NO. 01-112**

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

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

Environmental Services is requesting that Barry Bryant attend the Building code Interpret & Enforcement class at

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Columbus on February 20, 2001, in the amount of \$135.00.

Sanitary Engineer is requesting that Lyndon Johnson attend the Section Meeting at Lancaster on February 8, 2001, in the amount of \$15.00.

Juvenile Court is requesting that Judge Loudon attend the Brain Power II at Columbus on March 2, 2001, in the amount of \$203.00.

Emergency Services is requesting that Terri Hunt attend the EMT Refresher Class at Columbus on September 23 to November 4, 2000, in the amount of \$110.00.

Environmental Services is requesting that Rick Varner attend the 38<sup>th</sup> Wastewater Workshop at Columbus on February 21 through February 22, 2001, in the amount of \$160.00.

Environmental Services is requesting that Rick Varner attend the Government Affairs Seminar at Columbus on February 15, 2001, in the amount of \$90.00.

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

**RESOLUTION NO. 01-113**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM DISCOUNT DRUG MART, INC. 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 Discount Drug Mart, Inc.(DBA Discount Drug Mart) has requested for a new C1 -C2 permit located at NE Quadrant of S Old State, Polaris Parkway & Candlelite Lane, Delaware, 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.

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. 01-114**

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

It was moved by Mrs. Martin, seconded by Mr. Wuertz 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 Rennob, Inc. has requested for a new D1 permit located at E Side Polaris Parkway, between Cameron Ave. and Powell Road, Columbus, Ohio 43240, 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. Ward        Aye        Mrs. Martin        Aye        Mr. Wuertz        Aye

**RESOLUTION NO. 01-115**

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

It was moved \_\_\_\_\_, seconded by \_\_\_\_\_ to approve as follows:

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
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001-3110-012	Gen Fund/Mun Ct - PERS	\$	1,423.92
001-3310-040	Gen Fund/Sheriff - Equip	\$	95,709.20

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

**RESOLUTION NO. 01-116**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND THE MORROW COUNTY COMMISSIONERS FOR PRISONER HOUSING:**

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

Whereas,                      the Morrow County Commissioners and the Morrow County Sheriff's Office own and operate the Morrow County Correctional Facility, a full-service jail facility;

Whereas,                      Delaware County does not have adequate jail facilities and needs housing for qualified misdemeanants and/or felons;

Therefore,                      the Morrow County Commissioners (hereinafter "Morrow County") and the Delaware County Commissioners (hereinafter " Delaware County") hereby agree as follows:

1. Delaware County agrees, in its discretion, to send, and Morrow County agrees, in its discretion, to accept, such prisoners, as Delaware County is unable to adequately house. However, Delaware County agrees that its will pay for a minimum of 2 prisoners per day, regardless of the number of prisoners actually housed on any given day.
2. Morrow County agrees to provide for the prisoners' custody, supervision, confinement, board, minor and emergency medical care, corrections and rehabilitation services as required by law.
3. Delaware County agrees to compensate Morrow County at the following rate:

Period of Confinement	Misdemeanant	Felon	Minimum
Per day or partial day*	\$52.00	\$67.00	2 bed/day

- A partial day shall count, as a full day for billing purposes (e.g. 30 hours of confinement would be billed as two days, multiplied by the daily rate).

All prisoners sent to the minimum security portion of the Correctional Facility must be properly qualified and sentenced to such facility as non-violent misdemeanants subjects to rehabilitation. Reservations for such confinement must be arranged in advance.

4. Delaware County agrees to reimburse Morrow County for any and all medical care provided by Morrow County or the Morrow County Hospital. Delaware County shall be notified immediately when medical care is necessary. The need for extended care for hospitalization shall be determined on a case-by-case basis by Delaware County. Delaware County further agrees to pay, or reimburse Morrow County for payments made, for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners. Delaware agrees that where hospital care is required for an inmate, all services shall be provided, when available, at the Morrow County Hospital. The Morrow County Correctional Facility medical staff shall decide the need for medical care. Other than emergency admissions, Delaware County must approve all hospital admissions.
5. Morrow County may reject or refuse to receive any prisoner who may have a prior medical problem, including but not limited to a contagious disease, mental condition, illness, or injury that has not been treated prior to entry into the Morrow County Jail Facility. The Morrow County Sheriff is legally charged with the operation of the Morrow County Correctional Facility; therefore Morrow County reserves the right, at the discretion of the Sheriff or his designee, to refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the facility, or any other reasons.
6. Morrow County shall bill Delaware County for the services provided herein on a monthly basis, to be paid by Delaware County by the 15<sup>th</sup> day of the month succeeding the month in which the services were provided.
7. This Agreement shall become effective on January 1, 2001, and shall continue until December 31, 2001, and will be automatically renewed for a twelve-(12) month period from year to year on a calendar year basis. In the event that this Agreement is automatically renewed, all terms of this Agreement shall remain in effect except that the costs for providing housing shall be renegotiated. Either party may cancel or rescind this Agreement by providing the other party with a thirty-(30) day written notice of its intent to

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cancel or rescind.

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

**RESOLUTION 00-117**

**IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES THE USE OF A WAL-MART CREDIT CARD TO PURCHASE MINOR VEHICLE MAINTENANCE ITEMS:**

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

Whereas, Wal-Mart stores have recently changed to a charge account system using only credit cards for credit purchases, and

Whereas, Wal-Mart offers competitive prices for minor motor vehicle maintenance products, and

Whereas, ORC Section 301.27 specifies that credit cards can be used to pay for "...gasoline and oil, minor motor vehicle maintenance...".

Therefore Be it Resolved, The Delaware County Board of Commissioners do hereby authorize the issuance of a Wal-Mart credit card to the Delaware County Board of Developmental Disabilities assigned specifically to the transportation department to be used only as outlined in ORC Section 301.27. This authorization also requires adherence of the Delaware County Commissioners' credit card policy.

Further be it Resolved said authorization is for MRDD employees listed below and within the maximum amount of \$1000.00 per billing cycle.

Glen Wood  
Brenda Layman

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

**RESOLUTION NO. 01-118**

**IN THE MATTER OF APPROVING THE PLAT FOR SUMMERWOOD, SECTION 1 AND DITCH MAINTENANCE PETITION FOR SUMMERWOOD:**

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

**Summerwood, Section 1**

Situated in the State of Ohio, County of Delaware, Township of Berlin, being located in lot 3, Section 4, Township 4, Range 18, United States Military Lands, being all of that 30.31 Acre Tract (30.316 Acres by Survey) Described as Tract 1 in a Deed to James Property Management Company, of Record in Deed Book 524, Page 539, and 52.567 Acres of that 58.645 Acre Tract (58.467 Acres by Survey) Described as Tract II in a Deed to James Property Management Company of Record in Deed book 524, Page 536, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$177.00.

**Summerwood – Ditch Maintenance Petition**

We the undersigned owners of 88.883 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Bainbridge Mills, Phase 2 as evidenced by the subdivision plant (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 Summerwood Subdivision.

The cost of the drainage improvements is \$95,265.00 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. Fifty-nine lots are created in this plat and each lot receives an equal share of the

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benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,614.66 per lot. An annual maintenance fee equal to 2% of this basis \$32.29 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 \$1,905.11 has been paid to Delaware County.

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

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

**RESOLUTION NO. 01-119**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SCIOTO RESERVE, SECTION 3, PHASE 2 AND SUMMERWOOD, SECTION 1:**

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

**Scioto Reserve, Section 3, Phase 2**

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

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$34,650** for the duration of the one-year maintenance period. A Maintenance Bond in that amount is in place.

We also request approval to return the Letter of Credit being held as construction surety to the developer, Triangle Realty.

**Summerwood, Section 1**

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

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$108,000** for the duration of the one-year maintenance period. A Cash Bond in that amount is currently in place.

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

**RESOLUTION NO. 01-120**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND KEVIN JUSTICE TRUCKING FOR HAULING FOR 2001:**

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

**AGREEMENT**, made and entered into this 29<sup>th</sup> day of January 2001 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **KEVIN JUSTICE TRUCKING**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum as stated in Bidder's **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary labor and equipment required to complete the project known as **STOCKPILE HAULING, ASPHALT HAULING AND STONE HAULING FOR THE DELAWARE COUNTY ENGINEER FOR 2001**, General Specification and Invitation to Bid for same hereto attached, which General Specifications and Invitation to Bid are hereby declared a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said equipment and to do the work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **County Engineer**.

**THE SECOND PARTY** hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgements or decrees, resulting from any operations of said **SECOND PARTY**, his subcontractors, agents or employees.

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

**RESOLUTION NO. 01-121**

**IN THE MATTER OF APPROVING A PROPOSAL WITH DOUGLAS INTEGRATED SOFTWARE FOR IDENTIFYING AND RESOLVING A RADIO INTERFERENCE PROBLEM ON THE DELAWARE COUNTY HIGH BAND RADIO NETWORK:**

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

WHEREAS, Delaware County Emergency Communication Services is experiencing interference on a Fire Ground Tactical Channel (TAC3) on the High Band Radio Network that supports multiple public safety organizations within the county, and

WHEREAS, local radio maintenance and the Federal Communications Commission are unable to resolve the source of this interference due to equipment or personnel limitations, and

WHEREAS, this Tactical Channel is critical to the continued operations of public safety departments and the safety of our citizens;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a proposal for Douglas Integrated Software to conduct an intermodulation study of the Tower Site at a cost of \$1,500.00 to determine if the interference is within the site and, if not, conduct an on-site study at a cost of \$7,000.00 to identify the outside source of the interference and resolve this situation.

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. 01-122**

**IN THE MATTER OF APPROVING A BID PROPOSAL FROM FARBER SPECIALTY VEHICLES TO PROVIDE A COMMAND, CONTROL AND COMMUNICATIONS VEHICLE:**

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

WHEREAS, the Delaware County Board of Commissioners approved a request-for-bids for a vehicle to provide mobile Command, Control and Communications to the county, and

WHEREAS, Farber Specialty Vehicles provided a bid that represents the best and lowest cost, and  
WHEREAS, the proposed vehicle has been inspected by County Service Center mechanics and meets the specifications of our RFP;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the purchase of this vehicle from Farber Specialty Vehicles, with appropriate modifications as described in the RFP, at a cost of \$31,600.00.

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

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

**RESOLUTION NO. 01-123**

**IN THE MATTER OF APPROVING DATES FOR PUBLIC HEARINGS TO DISCUSS FUNDING MECHANISMS FOR THE CONTINUED OPERATION OF A COUNTYWIDE 9-1-1 EMERGENCY TELEPHONE SYSTEM AND COUNTYWIDE NON-EMERGENCY PUBLIC SAFETY COMMUNICATIONS.**

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

WHEREAS, Delaware County discovered through opinions issued by the Ohio State Attorney General's Office that funds from the existing 9-1-1 system .62 mil tax levy could not be utilized for conducting non-emergency public safety communications, and

WHEREAS, it is the desire of the Board of Commissioners to investigate different funding mechanisms, including the possibility of two new property tax levy's, to determine the best solution for continuing to fund the operation of the County 9-1-1 system and to create funding for the County's countywide non-emergency public safety communications, and

WHEREAS, the Board of Commissioners are interested in hearing the public's opinion regarding this funding issue;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the scheduling of two public hearings on the 5<sup>th</sup> of February at 7:40 p.m. and the 12<sup>th</sup> of February at 10:00 a.m., both at 101 North Sandusky Street, Delaware, for the purpose of holding discussions regarding the funding of emergency (9-1-1) and non-emergency public safety communications.

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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

**RESOLUTIONS NO. 01-124**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN JOB AND FAMILY SERVICES AND DELAWARE AREA TRANSIT AGENCY FOR TRANSPORTATION SERVICES:**

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

**CONTRACT FOR TRANSPORTATION SERVICES**  
between  
**DELAWARE AREA TRANSIT AGENCY**  
and  
**Delaware County Job and Family Services**

This service contract entered into this 1st day of January, 2001 between the Delaware Area Transit Agency (hereafter called DATA) and The Delaware County Department of Job and family Services (hereafter called PURCHASER) for the purpose of providing transportation services to Individuals associated with the PURCHASER.

**Whereas**, DATA has been established as a public transportation system to provide transportation services within Delaware County and certain points beyond the county line.

**Whereas**, DATA operates under Federal Transit Authority 49 U.S.C. section 5311 for providing transportation services

**Whereas**, DATA maintains a fleet of vehicles for ambulatory and non-ambulatory persons.

**Whereas**, DATA drivers meet the qualifications and requirements as established by the Delaware County Transit Board.

**Whereas**, The PURCHASER is in need of transportation services for its customers, employees, clients, or students.

**Notification**

DATA is a public transportation system. This contract does not provide exclusive transportation to the purchaser's clients/students. Individuals from the general public or other contracted clients/students may also at times be passengers in the vehicle during the transportation of the purchaser's clients/students.

**Conditions for Transportation**

DATA reserves the right to exclude any individual for unacceptable behavior or other reasons that DATA administration determines may cause an unsafe transportation environment.

**Term**

The term of this contract shall be for a period commencing January 1 2001 and will end December 31, 2001. Either party may terminate this contract by giving the other party hereto written notice thirty (30) days prior to the effective date of such termination.

**Services**

The scope of services shall be for curb to curb transportation services to be provided based upon authorization provided by the PURCHASER.

**DATA shall:**

Provide transportation service on a pre-arranged schedule within DATA's operating times, service area, and established rules.

DATA currently operates Monday through Saturday 6:00 AM to 6:00 PM. DATA does not operate on Sundays, Christmas Day, New Years Day, or Thanksgiving Day.

Consult with the appropriate staff on issues concerning times for pick-up and drop-off.

Provide services within the timelines identified in the Monthly Rider Schedule.

Keep accurate records and send invoices and detail of services provided and charges to the PURCHASER at least monthly.

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Maintain adequate insurance on all vehicles.  
Maintain vehicles and equipment in good operating order.  
Immediately notify the PURCHASER's designee of any accident or incident no matter how minor that involves an individual covered by this contract.  
Drivers will provide assistance to riders as requested by the PURCHASER.  
Drivers will insure that all wheelchairs are tied down.  
Door to Door service at an additional charge when requested by the purchaser.

**The PURCHASER shall:**

Provide Monthly Rider Schedules or authorizations of names, origins, and destinations of individuals needing transportation services, including times that services are needed and any other special instructions.  
Authorizations are to be in writing and faxed to DATA's scheduling office.  
Provide both telephonic and written confirmation of any changes in ridership or times at least 24 hours in advance of effective change.  
Pay DATA for services as indicated on DATA's invoice within 30 days of invoice date.

**Compensation:**

The purchaser will pay DATA for service at the rates identified below:  
\$1.80 per loaded mile for all trips located in Delaware County (\$6.00 minimum)  
\$4.50 per trip for trips within the Delaware City limits and,  
\$3.50 per loaded mile for trips outside of Delaware County  
\$2.00 per incident for Door to Door service  
\$325 per monthly pass  
"Dead Runs" and "No shows" will be paid at the rate indicated unless the trip is cancelled prior to dispatching a vehicle.

NOTE: These rates are subject to change due to requirements which state that DATA must charge a fully allocated cost for contracted transportation services. If a change is necessary, DATA will notify the purchaser 45 days before the change occurs.

Disputes on invoices should be directed to DATA's Administrative Manager. The remaining portion of the invoice will be paid according to the terms previously described.

**Hold Harmless Clause:**

DATA shall hold the PURCHASER free and harmless from any injury or damage resulting from the negligent or faulty performance of DATA and shall make good any loss, damage, or injury without loss to the PURCHASER. DATA shall hold the PURCHASER free and harmless of any injury and damage resulting from the transportation of the previously stated individuals.

**Agency Contacts:**

Questions concerning this contract or the services described herein should be directed to DATA's Executive Director and the PURCHASER'S Assistant Director

**Non-discrimination Clause:**

It is the policy of DATA that services, employment, and access to facilities shall be provided to all otherwise eligible individuals without regard to race, color, religion, sex, handicap, national origin, sexual orientation and age. Parties contracting with the Delaware Area Transit Agency agree to the provisions of the above non-discrimination policy which shall apply equally to the Parties of the contract and shall become effective with the signing and dating of this contract.

**Savings Clause:**

If any portion of this contract is deemed illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect.

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

**RESOLUTION NO. 01-125**

**IN THE MATTER OF AMENDING RESOLUTION FOR IMPLEMENTING CLASSIFICATIONS DEVELOPED BY THE DEPARTMENT OF ADMINISTRATIVE SERVICES FOR NON-BARGAINING UNIT EMPLOYEES WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES AS REQUIRED UNDER OHIO ADMINISTRATIVE RULE 123:1-7-27:**

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



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Whereas, the Department of Administrative Services has reclassified the various job classifications within the county departments of job and family services; and

Whereas, Ohio Administrative Rule 123:1-7-27 mandates that the new classifications be adopted for all non-bargaining unit employees

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the new classifications be amended and adopted per Ohio Administrative Rule 123:1-7-27 as follows:

<u>Class Number</u>	<u>Class Title</u>	<u>Pay Range</u>	<u>Probationary Period</u>
10221	Human Resource Officer	COMOT Level 5	120 Days
70161	Accountant	PAT Level 5	120 Days
30125	Elig./Referral Supervisor 1	SAM	120 Days
30134	Social Services Supervisor 1	SAM	120 Days
10133	Admin. Asst.. Supervisor	EXEC Level 1	120 Days
80112	County Human Services Admin.	EXEC Level 2	120 Days

Note: Pay Ranges were adopted under Commissioners' Resolution 00-544, adopted July 3, 2000, with an effective date of July 1, 2000.

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

**RESOLUTION NO. 01-126**

**IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN SCIOTO RESERVE, SECTION 4, PHASE 3; HARVEST WIND, PHASE 5 AND SCIOTO RESERVE, SECTION 1, PHASE 3:**

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

<b>Scioto Reserve, Section 4, Phase 3</b>	192 feet of 8 inch sewer 1,587 feet of 12 inch sewer	7 manholes
<b>Harvest Wind, Phase 5</b>	1,515 feet of 8 inch sewer	7 manholes
<b>Scioto Reserve, Section 1, Phase 3</b>	978 feet pf 8 inch sewer	7 manholes

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

**RESOLUTION NO. 01-127**

**IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENT FOR SCIOTO RESERVE, SECTION 4, PHASE 4:**

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

**Scioto Reserve, Section 4, Phase 4**

This agreement executed on this 29<sup>th</sup> day of January 2001, by and between Homewood Corporation Subdivision, as evidenced by the Scioto Reserve, Section 4, Phase 4 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 (\$90,000.00) 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 for mall claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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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 the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$6,300.00 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 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 the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as 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 right of ways 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 Autocade 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

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COUNTY.

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

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

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

**RESOLUTION NO. 01-128**

**IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR JEWETT ROAD AND CHESHIRE COVE SUBDIVISION, SECTION 2:**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve sanitary sewer plans for Jewett Road and Cheshire Cove Subdivision, Section 2 to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 01-129**

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

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

Joseph A. Amato has accepted the position of Electrical Inspector for Code Compliance; effective date of hire is February 19, 2001.

Rachel Stull has accepted the promotion to Personnel Coordinator; effective date of promotion is January 30, 2001.

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

**RESOLUTION NO. 01-130**

**IN THE MATTER OF APPROVING CONTRACT BETWEEN THE BOARD OF COMMISSIONERS AND THE STATE OF OHIO FOR COMMUNITY CONTROL/PROBATION SERVICES:**

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

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
AGREEMENT FOR COMMUNITY CONTROL/PROBATION SERVICES**

Delaware County ("County") is authorized pursuant to ORC 2301.32 to enter into an agreement with the State of Ohio ("State") to provide investigation or supervisory services and

The State through the Adult Parole Authority is authorized pursuant to sections 2301.32, 5149.12 of the Ohio Revised Code (ORC) to provide such services to local courts:

This agreement is made and entered into this 13 day of June 2000 by and between the State of Ohio Department of Rehabilitation and Correction (DRC), Division of Parole and Community Services (DPCS), (hereinafter referred to as State) and the undersigned representatives of Delaware County, Ohio (hereinafter referred to as the County) pursuant to authority in sections 2301.02, 5149.06 and 5149.12 of the Ohio Revised Code and shall terminate effective 12 day of June 2002.

**A. INVESTIGATIONS**

1. The State will provide the following investigation services to the County:
  - a. PreSentence Investigations
  - b. PostSentence Investigations
  - c. Offender, Background Investigations (Which may be provided in lieu of PostSentence Investigation.)
  - d. Expungement Investigations
  
2. The State will provide investigation services consistent with Title 29 and 51 of the Revised Code,

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the Ohio Rules of Criminal Procedure, and the State's policies and procedures.

3. The State will provide Victim Impact Statements pursuant to ORC 2947.051 at the request of the Court.
4. The State will make available a "PSI summary" or the entire PSI, minus the recommendation and any other material the Court orders not to be released pursuant to ORC 2951.03(B)(1), for review by the prosecutor, defense counsel or defendant as directed by the Court.
5. For PreSentence Investigations, the "Sentencing Factors Assessment" shall be considered part of the
6. The Court will notify the State's employees of any referral for investigation. Regardless of the method agreed to, the State's obligation to complete and deliver the report does not begin until receipt of the referral
7. When resources and workload permit, the State will complete and deliver the PSI to the Court within 28 calendar days of the referral, or other mutual agreed to time period. In cases where time frames cannot be met, the State's Officers will notify the Court in advance. Should the court require a PSI in less than 28 days, the primary information requested should be specified with the understanding that the report may be abbreviated with some sections omitted.
8. The Court agrees not to release the State's recommendation in accordance with ORC 2951.03(B)(1)(a).
9. Any orders and final determination of the amount of restitution is the exclusive responsibility of the Court and will not be done by the State (per ORC 2929.18).

**B. SUPERVISION**

The State will provide supervision services for offenders placed on probation, community control, or treatment in lieu of conviction by the Court pursuant to the policies of the DRC and the SPCS according to the following general standards and guidelines:

1. The County agrees to comply with ORC 2951.03 with respect to the preparation of a PSI for each offender placed under an community control sanction. In the event the County is responsible for the preparation of a PSI and requests the State to supervise the offender, the County agrees to provide the PSI to the State.
2. Supervision services shall commence following receipt of the Court's sentencing entry, or other official notification by the Court pending receipt of the sentencing entry. A sentencing entry is required for each offender under supervision.  
  
Such entry must include an order requiring the State Adult Parole Authority under supervision, the entry shall order the offender to comply with the APA's standard conditions of supervision , as well as any sanctions and/or special conditions imposed by the Court.
3. The State will otherwise monitor compliance with all court-ordered sanctions (residential, non-residential and financial) as expressly provided in the sentencing entry.
4. At the Court's request the State will furnish the Court with any and all information concerning the
5. As soon as the State has reason to believe that one or more sanctions(s) ore condition(s) of supervision have been violated, the State will conduct an investigation, and may arrest, or cause the arrest, of the offender pursuant to ORC 2951.08.
6. Upon learning of an offender's arrest the State will notify the Court no later, than the next business day of the arrest.
7. If an offender is notified to appear before the Court to answer allegations of a violation, a written violation report and recommendation will be submitted to the Court prior to the hearing if a prison sanction is recommended, or likely to be imposed.
8. Once the State determines that an offender has absconded from the jurisdiction of the Court, a request for a capias and an entry tolling the period of supervision will be submitted to the Court within one business day. A written violation report will be provided in approximately 30 days. A recommendation will be withheld until such time as the offender appears before the Court.
9. The State will submit a narrative report to the Court prior to the Scheduled termination date of the offender's offender's period of supervision.

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- 10. The County agrees that an offender who is arrested pursuant to ORC 2951.08, and detained in the county jail, must be transported to the Court by the County Sheriff pursuant to Attorney General opinion Number 95-033.
- 11. If a Court imposes supervision fees pursuant to ORC 2951.021 on an offender supervised by the State, the fees shall be deposited as provide by ORC 2951.021(D)(4).
- 12. Neither the State nor its employees will accept financial sanction payments directly from offenders on probation or community control

**C. RESOURCE ALLOCATION**

- 1. The parties agree that the following items are necessary or desirable for the performance of services under this agreement and agree to provide for them as follows:
  - a. Forensic Evaluations shall be provided by the county for community control/probation cases.
  - b. Unless the Adult Parole Authority provides a District Office for its staff, the following will be provided by the county. Office space and utilities, office supplies, postage, telephone services, copier accessibility.
  - c. the following areas are to be provided as stated in this agreement: Office equipment, fax machine, clerical, interpreter service parking, other.

Office Equipment:	Adult Parole Authority
Fax machine:	State
Clerical:	Adult Parole Authority
Interpreter Services:	Adult Parole Authority
Parking:	County

Other:

- 2. The State will be responsible for the hiring, training, and general management of employees. Decisions regarding the hiring, evaluation, discipline or assignment of these employees shall be within the sole discretion of the State. All salaries, employee benefits, mileage costs, training, and its related costs shall be paid by the State.

**D. ANALYSIS OF COUNTY’S REQUIREMENTS:**

**1. INVESTIGATION PERSONNEL:**

The number of investigation referred by the Court from 1/99 to 12/99 comes to an average monthly referral rate of 24 per month.

**2. SUPERVISION PERSONNEL**

The number of offenders under supervision referred by the County from 1/99 to 12/99 comes to an average number of offenders under supervision of 285 per month.

- 3. The State agrees to allocate staff to , at minimum, meet the work levels outlined above. The State reserves the right to make adjustments as necessary, as the County’s requirements change through increases or decreased with in the number of investigation referrals or the number of offenders under supervision. Any such adjustments will be discussed with the Court in advance.
- 4. If workloads decrease, employees may be reassigned to areas with higher work loads.
- 5. If workloads increase the State will make a good faith effort to reassign staff to meet the workload increase.
- 6. The State will monitor workloads during the term of the agreement and made the necessary budgeting request for additional personnel if necessary. The County understands that such requests are considered on a biennial basis and the State may not receive the necessary personnel or funds to meet increased workloads.
- 7. If additional funds are received, allocations will be based on areas with the highest increase in workloads.
- 8. In the event that workloads increase and the State is unable to reassign staff, and additional funding is not provided, the:

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- a. The County may need to hire employees to cover the increased workload.
  - b. The State may be able to provide services for the increased workload. However, such services would have to be at reduced levels, as mutually agreed to by the parties.
9. It is understood between the parties of this agreement that this agreement is subject to section 126.07 of the Revised Code within requires certification by the Director of Budget and Management as to appropriations by the Legislature.

**E. RESOLUTION OF DISPUTES:**

The State and County agree that if an controversy or dispute arise out of or relates to this agreement, or any breach of this agreement, they will attempt in good faith to settle the dispute within 30 days. Should this fail the parties agree to mediation. The parties shall attempt to mutually agree to a mediator. Any costs associated with mediation services shall be equally borne by both parties of this agreement.

**F AGREEMENT TERMINATION**

1. In the event that either party wishes to terminate this Agreement, they agree to supply the reason(s) for the intent to terminate in writing to the other party. This notice will be given sixty (60) days prior to the termination.
2. Either party shall have thirty (30) days following the receipt of such notice to request reconsideration to the Chief of the Adult Parole Authority or to the Administrative Judge of the Court.

**G. RELATIONSHIP TO THE COMMUNITY CORRECTIONS ACT PROGRAM (If applicable)**

Local community Corrections Act (CCA) programs shall work in collaboration with the State in providing alternative sentencing options for the court.

1. Whenever possible, and not legally prohibited, resources should be shared to allow cost benefits to state and community programs.
2. The County and the State recognize that the CCA programs are targeted for specific purposes and offenders.
3. The CCA program will transfer offenders upon completion of the CCA program o the State if further supervision is required.
4. Probationers/community control offenders may be transferred to county CCA programs when violation or other behavior(s) occur that make the CCA program more appropriate.
5. The County and the State shall share information and, wherever possible, unify procedures to enhance program effectiveness in state and county programs.
6. A representative of the State may be appointed as a non-voting member of the Local community Corrections Board.

**H. AGREEMENT COMPLIANCE**

1. This agreement supersedes any previous Agreement(s) executed by the parties or their authorized representatives. This document represents the sole agreement between the parties.
2. This agreement shall be governed by the laws of the State of Ohio. It constitutes the entire agreement between the parties regarding its subject matter. It is subject, however, to modifications in writing at any time upon the mutual consent of the parties.
3. If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

**I. AGREEMENT RENEWAL OR EXTENSION**

1. The Agreement for Services should be reviewed and renewed every two (2) years.
2. In the event the Agreement for Services is not renewed by the termination date, it will continue in effect unless altered by mutual consent of the County and State.

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

RESOLUTION NO. 01-131

IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING DELAWARE COUNTY TO IMPLEMENT A PLAN TO PURCHASE ADDITIONAL SERVICE CREDIT TAX-DEFERRED BY PAYROLL DEDUCTION:

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

WHEREAS, Internal Revenue code Section 414 (h) (2) permits employer "pick up" of the employee contributions to a retirement plan, thereby resulting in tax deferral of such contributions; and \

WHEREAS, under Ohio Revised Code Section 145 members of the Public Employees Retirement System of Ohio may be allowed to: 1) redeposit contributions previously withdrawn plus interest and/or 2) purchase additional forms of permissive service credit.

THEREFORE BE IT RESOLVED, that effective January 29, 2001 employees of Delaware County, described in Section I below, may purchase additional service credit, tax-deferred, and Delaware County shall withhold the required service credit deduction from the gross pay of each person who elects to do so and shall pick up (assume and pay) such deduction to the Public Employees Retirement System of Ohio. A person electing this pick up deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction picked up by Delaware County. Members who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the pick up deduction.

SECTION I. The pick up deduction by Delaware County as provided by this Resolution shall apply to all persons making the election within the following classes:

All employees of Delaware County who are contributing members of the Public Employees Retirement System of Ohio.

SECTION II. The County Auditor is hereby authorized and directed to implement the provisions of this Resolution to effect the pick up of the payroll deduction for the purchase of additional service credit to the Public Employees Retirement System of Ohio for those persons within the classes established in Seciton I herein.

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

RESOLUTION NO. 01-132

7:30 PM – IN THE MATTER OF CONTINUING THE PUBLIC HEARING OF THE ANNEXATION OF 8.296, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

Hearing Opened at 7:30 PM.

It was moved by Mr. Wuertz, seconded by Mrs. Martin to continue the Hearing until April 2, 2001, at 7:30 PM.

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

There being no further business, the meeting adjourned.

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

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

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

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