

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

8:00 AM Duncan Session

PUBLIC COMMENT

RESOLUTION NO. 02-1016

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBER CMAPR089:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch number CMAPR089 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Coroner, Franklin County	Autopsy	10030301-5342	\$ 8,000.00
Delaware County Fair	Grant-Jr. Fair Electric	10011102-5601	\$ 6,500.00
Northwestern OH Security System	Install Data Fiber Equip	40411412-5410	\$ 17,698.24

VOUCHERS

Council for Older Adults	Purc Serv Title	22411606-5348	\$ 14,343.00
Del JVS Able-North Campus	Prof Serv/Vocational	22411601-534834850	\$ 8,432.50

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

RESOLUTION NO. 02 -1017

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Environmental Services Department is requesting that Jim Rutherford attend a Course on Trouble Shooting Electrical Control Circuits in Columbus, Ohio October 1-3, 2002, at the cost of \$1,149.95.

The Department of Job and Family Services is requesting that Jacqueline Culbertson attend the 2002/2003 Leadership Delaware Class, at the cost of \$600.00.

The Department of Job and Family Services is requesting that 7 members of the Job and Family Services Planning Committee attend a training on Cooperative Action in the Community at Ohio Wesleyan September 3, 2002, at the cost of \$280.00.

The Commissioners Office is requesting that David Cannon attend an Ohio GFOA Conference is Cleveland, Ohio September 10-13, 2002, at the cost of \$750.00.

The EMS Department is requesting that 24 EMT-Intermediates and Paramedics attend a Basic Trauma Life Support Course at Grady Memorial Hospital September 6 & 7, 2002, at the cost of \$4,035.00.

The Department of Job and Family Services is requesting that Perry Harper attend a Working With Businesses as Customers and Partners workshop in Columbus, Ohio November 6 & 7, 2002, at the cost of \$345.00.

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

RESOLUTION NO. 02-1018

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

TRANSFER OF APPROPRIATION

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
28931314-530	28931314-520	\$ 3,500.00
DUI - Srvs & Chrgs	DUI - Mat & Sup	

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

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RESOLUTION NO. 02-1019

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND
SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR’S OFFICE:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10010101-520	Gen Fund/Auditor - Mat & Sup	\$ 1,667.00
10015102-580	Gen Fund/Data Center - Transfers	\$ 6,471.00
20315101-520	Data Center - Mat & Sup	\$ 6,471.00
20110105-520	REA - Mat & Sup	\$ 1,230.00
20110106-520	REA/GIS - Mat & Sup	\$ 2,045.00
20110106-540	REA/GIS - Equip	\$ 7,915.44

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
20315101-540	20315101-520	\$ 11,450.00
Data Center - Equip	Data Center - Mat & Sup	

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10015102-5801	20315101-4601	\$ 6,471.00
Gen Fund/Data Center - Transfers	Data Center - Transfer-in	

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

RESOLUTION NO. 02-1020

IN THE MATTER OF APPROVING PLAT FOR SERENITY WOODS AND DITCH MAINTENANCE
PETITION FOR VILLAGE AT ALUM CREEK SECTION 6:

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

Serenity Woods

Situated In The Township Of Concord, County Of Delaware, State Of Ohio And Being Par Of J. Brodus’s Virginia Military Survey Number 2897. Being A Subdivision Of 7.468 Acres Out Of An Original 12.068 Acre Tract Owned By Elizabeth Walters Essig, Married, As Recorded In Original Record Volume 211, Page 943 In The Delaware County Recorder’s Office. Cost \$6.00.

Ditch Maintenance Petition- Village At Alum Creek Section 6

We the undersigned owners of 30.015 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Village At Alum Creek Section 6** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Village At Alum Creek Section 6** Subdivision.

The cost of the drainage improvements is \$ 186,412.00 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-three (53) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,517.21 per lot. An annual maintenance fee equal to 2% of this basis \$70.34 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 3,728.02 has been paid to Delaware County.

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

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

RESOLUTION NO. 02-1021

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR GRAND OAK, SECTION 2, PHASE A:

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

Grand Oak, Section 2, Phase A

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 12th day of August 2002, between CENTEX HOMES, COLUMBUS DIVISION as evidenced by the GRAND OAK, SECTION 2, PHASE A Construction plans filed with the Delaware County Engineer, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is governed by the following considerations, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT, said SUBDIVIDER shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 8/1/02, which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of all improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the COUNTY COMMISSIONERS. But an extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the SUBDIVIDER further agrees that any violations or non- compliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract and the COUNTY shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the COUNTY shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the AGREEMENT, the SUBDIVIDER shall deposit THIRTY THOUSAND THREE HUNDRED DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer and, if deemed necessary by the Delaware County Engineer, testing by an independent laboratory. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the SUBDIVIDER shall replenish the account, upon notice by the Delaware County Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the SUBDIVIDER, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

Upon completion of construction, the SUBDIVIDER shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said SUBDIVIDER’S bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the County Engineer for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer’s satisfaction. All work is to be done in accordance to the Ohio Department of Transportation Specifications.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The SUBDIVIDER’S maintenance responsibility as described above shall be completed upon formal

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acceptance by the COUNTY COMMISSIONERS.

Any snow and ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the SUBDIVIDER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

CONSTRUCTION

The SUBDIVIDER shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to Delaware County, as required, “as-built” drawings of the improvements, which plans shall become the property of the County and remain in the office of the Delaware County Engineer.

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The SUBDIVIDER shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

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

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the SUBDIVIDER or his agent the right and privilege to make the improvements stipulated herein.

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

RESOLUTION NO. 02-1022

IN THE MATTER OF ACCEPTING ROADS IN WHISPERING CREEK SUBDIVISION; EAGLE TRACE SECTION 2, PHASE 1 AND O’SHAUGHNESSY RESERVE PHASE 1:

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

Whispering Creek Subdivision

- Whispering Creek Lane, to be known as Township Road Number 1268

Eagle Trace Section 2, Phase 1

- An addition of 0.14 mile to Township Road Number 972, Danbridge Way
- An addition of 0.16 mile to Township Road Number 974, Falcon Crest Drive

O’Shaughnessy Reserve Phase 1

- Irish Hills Drive, to be known as Township Road Number 1266
- Blarney Stone Way, to be known as Township Road Number 1267

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

RESOLUTION N0. 02-1023

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WHISPERING CREEK SUBDIVISION; EAGLE TRACE SECTION 2, PHASE 1 AND O’SHAUGHNESSY RESERVE PHASE 1:

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

Stop Conditions – Whispering Creek Subdivision

- On Township Road Number 1268, Whispering Creek Lane, at its intersection with County Road number 10, Lackey Old State Road

Stop Conditions –Eagle Trace Section 2, Phase 1

- On Township Road Number 974, Falcon Crest Drive, at its intersection with Township Road Number 972,

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Danbridge Way

Stop Conditions –O’Shaughnessy Reserve Phase 1

- On Township Road Number 1266, Irish Hills Drive, at its intersection with Township Road Number 135, Duffy Road
- On Township Road Number 1267, Blarney Stone Way, at its intersection with Township Road Number 1266, Irish Hills Drive

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

RESOLUTION NO. 02 -1024

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

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

Permit #	Applicant	Location	Type of Work
U02130	Ameritech	Old 3C Highway	Trench right-of-way
U02131	Columbus Southern Power	Orange Road	Bore road
U02132	Columbus Southern Power	Orange Road	Bore road
U02133	Sprint	Blayney Road	Install road bore
U02134	Columbia Gas	Harbor Pointe Section 2	Install gas main
U02138	Del-Co Water	Needles Road	Install bore
U02139	Del-Co Water	Green Cook Road	Install bore

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

RESOLUTION NO. 02-1025

IN THE MATTER OF APPROVING THE CONTRACT WITH M.E. COMPANIES, INC. FOR THE PROJECT KNOWN AS HILLS MILLER ROAD IMPROVEMENTS:

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

CONTRACT

AGREEMENT, made and entered into this 12th day of August, 2002 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **ME Companies, Inc.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the lump sum fee amount of \$79,830.19 (Seventy nine thousand eight hundred thirty dollars and nineteen cents), based on a Proposal for Engineering Services dated June 28, 2002, and cost proposal of the same date to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project known as **Hills Miller Road Improvements, Radnor Township, Delaware County, Ohio**. Compensation to be paid monthly as a percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer. Work is to be completed on or before November 15, 2002.

THE SECOND PARTY hereby agrees to hold the **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any the negligent acts or omissions of the Second Party, its employees, agents, subcontractors, and their employees and agents’ subcontractors and there employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

RESOLUTION NO. 02-1026

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF COMMON PLEAS:

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

SUPPLEMENTAL APPROPRIATIONS

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FUND NUMBER:	FUND NAME:	AMOUNT:
10021201-520	Gen Fund/Common Pleas Court - Mat & Sup	\$ 2,117.00

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

RESOLUTION NO. 02-1027

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10016101-520	Gen Fund/Board of Elections - Mat & Sup	\$ 1,986.83

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

RESOLUTION NO. 02-1028

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
26326204-500	Juvenile Drug Court - Salaries	\$ 58,143.00
26326204-510	Juvenile Drug Court - Benefits	\$ 14,000.00
26326204-520	Juvenile Drug Court - Mat & Sup	\$ 474.00
26326204-530	Juvenile Drug Court - Srvs & Chrs	\$ 28,930.00
27226311-500	TEAM Mentor - Salaries	\$ 14,500.00
27226311-510	TEAM Mentor - Benefits	\$ 3,815.00
27226311-520	TEAM Mentor - Mat & Sup	\$ 510.00
27226311-530	TEAM Mentor - Srvs & Chrgs	\$ 1,450.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
26626205-500	26626205-530	\$ 4,250.00
Family Drug Court - Salaries	Family Drug Court - Srvs & Chrgs	
26626205-510	26626205-530	\$ 750.00
Family Drug Court - Benefits	Family Drug Court - Srvs & Chrgs	

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

RESOLUTION NO. 02-1029

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR VETERANS SERVICES:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10062601-530	Gen Fund/Veterans Services - Srvs & Chrgs	\$ 4,000.00

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

RESOLUTION NO. 02-1030

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR INTENSIVE SUPERVISION:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
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10022202-520		Gen Fund/ISP - Mat & Sup			\$	1,180.00
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-1031

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Joan A. Benner from the Department of Job and Family Service is requesting 7 weeks of unpaid leave; with an approximate start date of September 9, 2002.

Marlene Laslo’s temporary supervisor position with the Maintenance Department has been extended to August 14, 2002.

Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye
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RESOLUTION NO. 02-1032

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ADMINISTRATIVE SERVICES:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011105-500	10011108-530	\$ 30,000.00
Gen Fund/Land & Bldgs - Salaries	Gen Fund/Personnel - Srvs & Chrgs	

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 02-1033

IN THE MATTER OF APPROVING THE CASH LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND KRAIG WAGGONER FOR THE CROPLAND OF THE DELAWARE COUNTY HOME FARM:

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

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

1. This lease is made this 15th day of April, 2002, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Kraig Waggoner, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 189 of 224 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2002 and 2003 crop years beginning on the 1st day of April, 2002, at 12:00 p.m. (noon) and ending on December 31, 2003, or ten days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for one (1) additional crop year. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the fifteenth day of October 2003 (for the 2004 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 20, 2003.

SECTION III. PAYMENT OF RENT

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For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of **\$17,482.50**, being computed at **\$92.50** per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 30, 2002; the remaining one-half of the annual rent is due and payable on or before November 1, 2001 for the crop year. Rent for the second year and any renewal period will be due in the same manner for the year of the lease or the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and in accordance to the Resource Management Plan developed by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant shall farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, the terms and conditions of which are incorporated herein as if fully rewritten, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over. Straw cut during harvest may be removed from fields.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock.

This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear expected.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. ADDITIONAL FEATURES

The tenant agrees that 35 of the 224 acres will be set aside for the application of treated sludge from the

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Olentangy Waste Water Treatment Plant and the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer. The 35 acres will be rotated annually, and will be flagged by the Sanitary Engineer’s Office. All applications of sludge will meet EPA guidelines.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans.

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

RESOLUTION NO. 02-1034

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR BULK GASOLINE AND DIESEL FUELS FOR DELAWARE COUNTY:

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

PUBLIC NOTICE
INVITATION TO BID

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, August 26, 2002**, at which time they will be publicly opened and read and multiple award contracts awarded as soon as possible, for bulk Gasoline and Diesel Fuels for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$100 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

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

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

RESOLUTION NO. 02-1035

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR RETAIL OUTLET GASOLINE FOR DELAWARE COUNTY:

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

PUBLIC NOTICE
INVITATION TO BID

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, August 26, 2002**, at which time they will be publicly opened and read and contract awarded as soon as possible, for retail outlet Gasoline for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$100 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

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

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

RESOLUTION NO. 02-1036

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE 911 DEPARTMENT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10011304-520	Gen Fund/911 - Mat & Sup	\$ 3,500.00

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

RESOLUTION NO. 02-1037

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 Mrs. Martin, 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 public safety responders throughout Delaware County, and

WHEREAS, a maintenance contract provides the most cost effective method for ensuring that all necessary two-way radio equipment is operational, and

WHEREAS, Boyland and Cannon submitted the lowest and best bid for a maintenance contract;

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 at an annual cost of \$17,928.00, to be paid in monthly installments at \$1,494.00. (Copy available in the Commissioner’s Office for the duration of the contract).

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 Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02-1038

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN HARBOR POINT SECTION
2 -PHASE 2:

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

Harbor Point Section 2 -Phase 2	80 feet of 8 inch sewer	5 manholes
	645 feet of 12 inch sewer	

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

RESOLUTION NO. 02-1039

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR GOLF
VILLAGE SECTION 12 PHASES A & B:

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

Golf Village Section 12 Phases A & B

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 12th day of August 2002, by and between BOB WEBB BUILDERS SUBDIVIDER, as evidenced by the GOLF VILLAGE SECTION 12 PHASES A & B Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$115,050.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 39 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE

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COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$201,940.53) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$14,100.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible

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for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

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

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

RESOLUTION NO. 02-1040

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SANITARY ENGINEER:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
65111904-520	Sanitary Engineering - Mat & Sup	\$ 1,080.00

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

RESOLUTION NO. 02-1041

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF CONCORD TOWNSHIP AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY TO USE AVAILABLE SPACE IN COUNTY’S FACILITY LOCATED AT 7741 RIVERSIDE DRIVE, DELAWARE, OHIO 43015 FOR THE PERIOD OF TIME THAT HOME ROAD BRIDGE IS UNUSABLE:

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

Agreement

This Agreement (hereafter “Agreement”) is entered into between the Board of Trustees of Concord Township (hereafter “Township”) and the Board of Commissioners of Delaware County, Ohio (hereafter “County”).

Whereas, Concord Township is divided by the Scioto River and O’Shaughnessy Reservoir, and

Whereas, Township’s fire department is located on the west of the O’Shaughnessy Reservoir, and

Whereas, the Home Road Bridge that spans the O’Shaughnessy Reservoir near Township’s fire department has been used for the most timely, efficient, and effective response by Township’s fire department to its service area east of the O’Shaughnessy Reservoir, and

Whereas, the Home Road Bridge will be closed to travel for an extensive period time:

Now, therefore it is agreed by and between Township and County as follows:

1. County will allow Township to use available space in County’s facility located at 7741 Riverside Drive, Delaware, Ohio 43015 for the period of time that Home Road Bridge is not in use to house certain equipment (as more fully described in exhibit “A”) to respond to fire department emergencies east of O’Shaughnessy Reservoir.
2. County will allow Township’s fire department personnel to be housed at the County’s facility for the period of time that the Home Road Bridge is not in use, to respond to fire department emergencies east of the O’Shaughnessy Reservoir.
3. Once Home Road Bridge become usable for passage, Township will remove said equipment from County’s facility.
4. Township hereby agrees to indemnify County up to \$2,000,000 against, and save it harmless from, any and all damages or liability arising out of or in any way connected with the housing or use of said equipment including, without limitation, all bodily injury to or death of any person and damage to any property, including damage to said equipment. Township further agrees to defend County in any lawsuit, arbitration or other legal proceeding seeking to recover money from County as a result of the housing or use of said equipment arising out of or in any way connected with Township’s use of said equipment.

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- Township further agrees to name County as an additional insured on its insurance policies covering said equipment within the scope of this agreement.
5. County hereby agrees to indemnify Township up to the actual cash value of said equipment, and save it harmless from, any and all damages to said equipment arising out of the actions of County, its employees or agents.
6. Any modifications to the County’s facility needed to accommodate Township’s equipment or personnel shall be the sole expense of Township. No modification shall be made without the express prior consent of the County. All modifications to County’s facility shall be removed at the time Township’s equipment and personnel are removed, if the County so desires, at Township’s sole expense.

Exhibit A

1- Pierce 1000 gpm Pumper Truck	1 Sharp Microwave Ser. # 12016
1- Port A Toilet	1 Motorola Fire Pager With Charger
1 Mop Bucket	1 Nextel With Charger
1 Water Blade Squeegee	1 Alarm Clock
1 Floor Broom	1 Multi Power Strip
1 Car Wash Brush	1 Pager Antenna (External)
2- Beds With Mattresses	2 Recliner Chairs
1 Folding Table	2 Table Chairs
1 Norge Refrigerator Ser # Lp359977213	1 Orion 25 Inch TV
1 Towel Dispenser	

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

RESOLUTION NO. 02-1042

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND VARIOUS CHILD CARE PROVIDERS:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Falke, Robin P.O. Box 721 5189 Beerless Rd. Centerburg, Ohio 43011	Infant Toddler Preschool Schoolage	\$2.05 \$2.05 \$1.90 \$1.90		None
Finchum, Georgiana 7260 Marion TWP Rd. 243 Findlay, Ohio 45840	Infant Toddler Preschool Schoolage	\$2.05 \$2.05 \$1.90 \$1.90		None
Griffin, Marlene 2439 McCutheon Road Columbus, Ohio 43219	Infant Toddler Preschool Schoolage	\$16.05 \$15.45 \$13.65 \$12.90	\$10.80 \$10.35 \$ 9.15 \$ 8.70	None
Huffman, Rhonda 9310 Mills Rd. Ostrander, Ohio 43061	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50		None
Kanniard, Leslie 108 Columbus Ave. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50		
A+ Child Care 398 Demascus Road Marysville, Ohio 43049	Infant Toddler Preschool Schoolage Before or After School Before & After School	\$138.00 \$123.00 \$108.00 \$100.00 \$ 45.00 \$ 30.00	\$ 93.00 \$ 82.00 \$ 72.00 \$ 67.00 \$ 45.00 \$ 30.00	\$25.00 Registration Fee
Child Care Unlimited	Infant Toddler Preschool Schoolage	\$138.00 \$123.00 \$108.00 \$100.00	\$ 93.00 \$ 82.00 \$ 72.00 \$ 67.00	\$25.00 Registration Fee

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	Kindergarten	\$ 95.00	\$ 67.00	
	Before School Only	\$ 30.00	\$ 30.00	
	After School Only	\$ 40.00	\$ 40.00	
	Before & After School	\$ 65.00	\$ 65.00	
Children’s World Learning Center- Charring Cross 574 Charring Cross Blvd. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before School Only	\$ 57.00	\$ 57.00	
	After School Only	\$ 67.00	\$ 67.00	
	Before & After School	\$ 73.00	\$ 69.00	
Children’s World Learning Center- Sunbury Rd. 1231 S. Sunbury Rd. Westerville, Ohio 43081	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before School Only	\$ 60.00	\$ 60.00	
	After School Only	\$ 72.00	\$ 67.00	
	Before & After School	\$ 78.00	\$ 67.00	
Children’s World Learning Center- Snouffer Rd. 3480 Snouffer Rd. Worthington, Ohio 43235	Infant	\$152.00	\$ 102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before School Only	\$ 52.00	\$ 52.00	
	After School Only	\$ 65.00	\$ 65.00	
	Before & After School	\$ 73.00	\$ 69.00	
Children’s World Learning Center- Sawmill Pkwy. 10655 Sawmill Parkway Powell, Ohio 43065	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	After School Only	\$ 50.00	\$ 50.00	
	Before & After School	\$ 78.00	\$ 67.00	
Children’s World Learning Center- Westerview Dr. 72 Westerview Drive Westerville, Ohio 43081	Infant	\$152.00	\$ 102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before School Only	\$ 71.00	\$ 69.00	
	After School Only	\$ 71.00	\$ 69.00	
	Before & After School	\$ 82.00	\$ 69.00	
Children’s World Learning Center- Oak Creek Dr. 8694 Oak Creek Drive Lewis Center, Ohio 43035	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before School Only	\$ 68.00	\$ 67.00	
	After School Only	\$ 78.00	\$ 67.00	
	Before & After School	\$ 82.00	\$ 67.00	
Children’s World Learning Center- Worthington Woods 600 Worthington Woods Blvd. Worthington, Ohio 43085	Infant	\$152.00	\$ 102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before School Only	\$ 59.00	\$ 59.00	
	After School Only	\$ 67.00	\$ 67.00	
	Before & After School	\$ 80.00	\$ 69.00	
Circle of Friends 412 Forest Lane Richwood, Ohio 43344	Infant	\$135.00	\$ 90.45	\$25.00
	Toddler	\$115.00	\$ 77.05	Registration
	Preschool	\$100.00	\$ 67.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before & After School	\$ 35.00	\$ 35.00	
Cradle 'N Crayon 1012 High Street Worthington, Ohio 43085	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
Delaware Christian Academy (1) 2280 Marysville Road Delaware, Ohio 43015	Toddler	\$115.00	\$ 77.05	\$25.00
	Preschool	\$108.00	\$ 72.00	Registration Fee \$8.00 If Not Fully Toilet Trained
Delaware Christian Academy (2)	Toddler	\$120.00	\$ 80.40	\$25.00

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2280 Marysville Road Delaware, Ohio 43015	Preschool	\$108.00	\$ 72.00	Registration Fee \$3.00 If Not Fully Toilet Trained
Do Drop Inn 4333 G. Tuller Rd. Dublin, Ohio 43017	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
Don-A-Del 2221 Braumiller Rd. Delaware, Ohio 43015	Toddler	\$120.00	\$ 80.40	\$25.00
	Preschool	\$108.00	\$ 72.00	Registration
	Schoolage	\$100.00	\$ 67.00	Fee
	Kindergarten	\$ 75.00	\$ 67.00	
Dublin Academy 6190 Shamrock Ct. Dublin, Ohio 43017	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before School Only	\$ 45.00	\$ 45.00	
	After School Only	\$ 35.00	\$ 35.00	
Grace Brethren Christian School 8225 Worthington-Galena Road Westerville, Ohio 43281	Preschool 3yr	\$ 58.84	\$ 58.84	\$25.00
	Preschool 4/5 yr	\$ 62.76	\$ 62.79	Registration
	Schoolage:	-	-	Fee
	Before School Only	\$20.00/day	\$20.00/day	
	After School Only	\$27.67/day	\$27.67/day	
	Before & After School	\$46.05/day	\$46.05/day	
Grace Family Daycare & Preschool 375 Hills Miller Rd. Delaware, Ohio 43015	Infant	\$136.00	\$ 91.12	\$25.00
	Toddler	\$123.00	\$ 82.41	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$ 91.00	\$ 60.97	Activity fee
	Before School Only	\$ 41.00	\$ 41.00	Summer
	After School Only	\$ 41.00	\$ 41.00	\$6.00
	Before & After School	\$ 61.00	\$ 61.00	
	Sum. Kindergarten	\$100.00	\$ 67.00	
	Sum. 1-4 Grade	\$ 94.00	\$ 62.98	
Karousel Preschool & Child Care 129 Orangethwick Drive Lewis Center, Ohio 43035	Toddler	\$100.00	\$ 67.00	\$25.00
	Preschool	\$100.00	\$ 67.00	Registration
	Schoolage	\$100.00	\$ 67.00	Fee
	Kindergarten	\$ 80.00	\$ 67.00	
	Before & After School	\$ 60.00	\$ 60.00	
	Before School Only	\$ 50.00	\$ 50.00	
	After School Only	\$ 50.00	\$ 50.00	
Kinder Care-Dempsey Rd. 840 Dempsey Rd. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 85.00	\$ 69.00	
	Before or After School	\$ 67.00	\$ 67.00	
Kinder Care -S. Cleveland Ave. 55 South Cleveland Ave. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 70.00	\$ 69.00	
Kinder Care -Hard Rd. 2001 Hard Road Columbus, Ohio 43235	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 74.00	\$ 69.00	
	Before or After School	\$ 56.00	\$ 56.00	
Kinder Care -Neverland Dr. 96 Neverland Dr. Lewis Center, Ohio 43035	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before & After School	\$ 81.00	\$ 67.00	
	Before or After School	\$ 71.00	\$ 67.00	
Kinder Care -Bethel Rd. 2001 Bethel Rd.	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration

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Columbus, Ohio 43220	Preschool	\$114.00	\$ 76.00	Fee		
	Schoolage	\$103.00	\$ 69.00			
	Before & After School	\$ 73.00	\$ 69.00			
	Before or After School	\$ 65.00	\$ 65.00			
Kinder Care -Eastwind Dr. 861 Eastwind Dr. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00		
	Toddler	\$131.00	\$ 88.00	Registration		
	Preschool	\$114.00	\$ 76.00	Fee		
	Schoolage	\$103.00	\$ 69.00			
La Petite Academy 909 Polaris Parkway Columbus, Ohio 43240	Infant	\$138.00	\$ 93.00	\$25.00		
	Toddler	\$123.00	\$ 82.00	Registration		
	Preschool	\$108.00	\$ 72.00	Fee		
	Schoolage	\$100.00	\$ 67.00			
	Before & After School	\$ 85.00	\$ 67.00			
Learning Center of Westerville 149 Charring Cross Drive S. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00		
	Toddler	\$131.00	\$ 88.00	Registration		
	Preschool	\$114.00	\$ 76.00	Fee		
	Schoolage	\$103.00	\$ 69.00			
	Before & After School	\$ 85.00	\$ 69.00			
Learning Center of Worthington 7878 Worthington –Galena Rd. Worthington, Ohio 43085	Infant	\$152.00	\$102.00	\$25.00		
	Toddler	\$131.00	\$ 88.00	Registration		
	Preschool	\$114.00	\$ 76.00	Fee		
	Schoolage	\$103.00	\$ 69.00			
	Before & After School	\$ 85.00	\$ 69.00			
Liberty Community Center 207 London Road Delaware, Ohio 43015	Infant	\$138.00	\$ 93.00	\$25.00		
	Toddler	\$123.00	\$ 82.00	Registration		
	Preschool	\$108.00	\$ 72.00	Fee		
	Schoolage	\$100.00	\$ 67.00			
	Before & After School	\$ 75.00	\$ 67.00			
	Before Or After School	\$ 50.00	\$ 50.00			
Noah's Ark 110 Tippet Court Sunbury, Ohio 43074	Infant	\$138.00	\$ 93.00	\$25.00		
	Toddler	\$123.00	\$ 82.00	Registration		
	Preschool	\$108.00	\$ 72.00	Fee		
	Schoolage	\$100.00	\$ 67.00			
A Powell Child Care Center 36 N. Liberty Street Powell, Ohio 43065	Infant	\$138.00	\$ 93.00	\$25.00		
	Toddler	\$123.00	\$ 82.00	Registration		
	Preschool 3yr.	\$108.00	\$ 72.00	Fee		
	Preschool 4-5 yr.	\$105.00	\$ 70.35			
	Schoolage	\$100.00	\$ 67.00			
	Kindergarten	\$ 90.00	\$ 67.00			
	Before & After School	\$ 55.00	\$ 55.00			
Sawmill School 3760 Snouffer Rd. Columbus, Ohio 43235	Infant	\$152.00	\$102.00	\$25.00		
	Toddler	\$131.00	\$ 88.00	Registration		
	Preschool	\$114.00	\$ 76.00	Fee		
	Schoolage	\$103.00	\$ 69.00			
Today's Learning Child 47 Lexington Blvd. Delaware, Ohio 43015	Infant	\$135.00	\$ 90.45	\$25.00		
	Toddler	\$123.00	\$ 82.00	Registration		
	Preschool	\$107.00	\$ 71.69	Fee		
	Schoolage	\$100.00	\$ 67.00			
	Kindergarten AM/PM	\$ 83.00	\$ 67.00			
	Kindergarten PM	\$ 75.00	\$ 67.00			
	Before & After School	\$ 70.00	\$ 67.00			
	Before School Only	\$ 37.00	\$ 37.00			
	After School Only	\$ 57.00	\$ 57.00			
Toddler Inn 715 W. William Street Delaware, Ohio 43015	Infant	\$125.00	\$ 83.75	\$25.00		
	Toddler	\$115.00	\$ 77.05	Registration		
	Preschool	\$105.00	\$ 70.35	Fee		
	Schoolage	\$100.00	\$ 67.00			
	Kindergarten AM/PM	\$ 85.00	\$ 67.00			
	Before & After School	\$ 70.00	\$ 67.00			
	Before School Only	\$ 45.00	\$ 45.00			
	After School Only	\$ 55.00	\$ 55.00			
YMCA School-Age Child Care Shanahan Rd. Delaware, Ohio 43015	Before School	\$ 22.50	\$ 22.50	\$25.00		
	Summer Schoolage	\$103.00	\$ 69.00	Registration Fee		
Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2002**

RESOLUTION NO. 02-1043

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS ABLE FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

Multi-Service Contract

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

Whereas DJFS is in need of services and ABLE is willing to provide those services at an agreed upon price, the Parties do hereby mutually agree and promise that: ABLE will provide a variety of educational/support services for TANF/WIA -eligible clients from July 1, 2002 through June 30, 2003.

Services will include:

A. ABLE will provide basic skill/ GED instruction and TABE assessments at the Rutherford B. Hayes Service Center for JFS clients.

-Classes will meet 2x per week from 9:30-12:00.

-Cost of instruction: \$30.00 per hour x 6 hours per week (includes ½hour preparation time), \$180.00 x 47 weeks = \$8,460.00.

Cost of TABE Assessment will be for 2 ½hours per week @\$75.00 x 47 weeks =\$ 3,525.00. Delaware JVS ABLE will pay for the additional 2 ½hours of assessment services per week (\$3,525.00 total). ABLE will also provide all instructional materials.

Incentives will be given to adult learners (TANF/WIA eligible only) who enroll with 12 hours of instruction, pass the practice test, or earn a GED.

Vouchers will be payable to a local merchant. A \$25.00 voucher will be earned for 12 class hours, \$50.00 voucher for passing the Official GED Practice Test (minimum score of 50) and \$100.00 voucher for passing the GED test. The limit on vouchers will be 30 @ \$25 (\$750.00) without authorization from JFS

B. ABLE will provide an additional daytime class 2x per week, on Tuesdays and Thursdays, from 9:30-11:30, for the Adult Probation Authority. Class location to be determined. This class is also for any TANF/WIA eligible adult.

1. Cost of instruction: 5 hours per week (includes ½hour prep time) x \$30.00 per hour x 47 weeks = \$7,050.00. ABLE will provide all instructional materials.

Incentives will be given to adult learners (TANF/WIA eligible only) who enroll with 12 hours of instruction, pass the practice test, or earn a GED.

Vouchers will be payable to a local merchant. A \$25.00 voucher will be earned for 12 class hours, \$50.00 voucher for passing the Official GED Practice Test (minimum score of 50) and \$100.00 voucher for passing the GED test. The limit on vouchers will be 30 @ \$25 (\$750.00) without authorization from JFS.

C. ABLE will provide a registered nurse to serve as a medical advocate for JFS clients. The medical advocate will serve up to 5 families per week for a total of 10 hours per week (average 2 hours per family per week). Cost of service: \$30.00 per hour x 10 hours x 47 weeks or, \$14,100.00. The medical advocate will be a liaison between physicians, families, and DJFS.

D. ABLE will provide an advocate/counselor/ombudsman to work with eligible JFS clients. The advocate will take direction from case-managers and “do what it takes” to assist the families. Advocates will serve up to 3 families per week @ 3 hours each. Cost of service is \$30.00 per hour x 9 hours x 47 weeks = \$12,690.

E. ABLE will provide 6 hours of in-home basic skill/GED instruction for up to 2 eligible TANF/WIA clients per week. Cost of instruction \$30 per hour x 12 hours per week x 47 weeks =\$16,920.

F. ABLE will provide a person to track JFS referrals, make follow-up calls to “no shows,” provide timely feedback and submit weekly attendance reports to JFS personnel. Cost of service: \$30.00 per hour x 10 hours per week x 47 weeks, or \$14,100.

Terms of Agreement

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-
1. JVS shall submit a monthly invoice to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
 2. JVS understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
 3. The time period for this Contract is from July 1, 2002 through June 30, 2003. No services will be provided the following weeks:
July 1, 2002
November 25, 2002
December 23, 2002
December 30, 2002
March 31, 2003
 4. This agreement cannot be modified except when reduced to writing and signed by all parties.
 5. Notwithstanding section (4), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
 6. JVS agrees that the use or disclosure of any information concerning students for any purpose not directly connected to the delivery of purchased services is prohibited.
 7. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
 8. JVS agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
 9. JVS agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
 10. The Department and JVS agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that JVS will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
 11. This Agreement may be terminated by JVS or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, JVS must notify the Department immediately.

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

RESOLUTION NO. 02-1044

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS COMMUNITY CAREER RESOURCE CENTER (1) FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County;"), and Delaware JVS Community Career Resource Center (hereafter "CCRC").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CCRC will provide services for WIA/TANF-eligible participants. A series of workshops and individual sessions will be provided one-half day per week. Services will include:

Rotating workshops will be offered once per month to include:

a. Job/Career Research;

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- b. Resume Development/Skill Identification;
 - c. Taking The Next Step: Information interviews, phone calls, contacts;
 - d. The Balancing Act: Balancing work, family, and fun.
- B. The cost of CCRC services is \$184.70 per service day. Expenditures for this contract will not exceed \$10,000.
- C. The time period for this contract is from July 1, 2002 through June 31, 2003.D.CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. CCRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. CCRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by CCRC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CCRC must notify the Department immediately.

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

RESOLUTION NO. 02-1045

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS COMMUNITY CAREER RESOURCE CENTER (2) FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

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

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CCRC will provide services for WIA/TANF-eligible participants. CCRC program and services will serve a minimum of 3 participants weekly. Services will include:

Job Club Support Network: This will be a 2-hour meeting at the Community Career Resource Center at 140 N. Sandusky Street. This Job Club will provide a regular time and place for active job seekers to receive technical, practical, personal assistance and support while conducting job search or career change.

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B. The cost of CCRC services is \$103.71 per session. Expenditures for services and project operation under this contract will not exceed \$5,185.50.

C. The time period for this contract is from July 1, 2002 through June 31, 2003.

D. CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. CRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. CRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

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

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

RESOLUTION NO. 02-1046

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS ADULT EDUCATION FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Delaware JVS Adult Education (hereafter "Delaware JVS Adult Education").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Delaware JVS Adult Education is willing to provide services or, contract out for services, and Delaware JVS Adult Education is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Delaware JVS Adult Education will provide services for WIA/TANF-eligible participants. Services will include:

1. Delaware JVS Adult Education will provide hourly classes as identified need is presented to include prevocational training and training services such as diversity training, thinking outside the box (paradigms), and safety on the job.

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B. The cost of Delaware JVS Adult Education services varies from \$400 to \$3,250 per class depending upon needs of individuals. Expenditures for this contract will not exceed \$39,000 per year.

C. The time period for this contract is from July 1, 2002 through June 31, 2003.

D. Delaware JVS Adult Education shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Delaware JVS Adult Education understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Delaware JVS Adult Education agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Delaware JVS Adult Education agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Delaware JVS Adult Education agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Delaware JVS Adult Education agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Delaware JVS Adult Education will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

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

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

RESOLUTION NO. 02-1047

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MCGUIRE & SOLANO FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and McGuire & Solano (hereafter "McGuire & Solano").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and McGuire & Solano is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. McGuire & Solano will provide services as follows as per proposal of July 12, 2002:Develop and conduct a survey of industrial/manufacturing and retail businesses to identify:

-skill base of employees, projected business growth, training needs of employers, difficult-to-fill positions, and to collect wage and benefit information.

-Generate a final report along with PowerPoint slides.

B. The cost of McGuire & Solano services is \$75 per hour for 160 hours for a total of \$12,000.

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- C. The time period for this contract is from August 12, 2002 through December 31, 2002.
- D. McGuire & Solano shall submit an invoice for half of the project total at the beginning of the project to the Department. An invoice shall be submitted for the balance along with the final report upon completion of the project. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. McGuire & Solano understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. McGuire & Solano agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. McGuire & Solano agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. McGuire & Solano agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and McGuire & Solano agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that McGuire & Solano will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by McGuire & Solano or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, McGuire & Solano must notify the Department immediately.

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

RESOLUTION NO. 02-1048

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CONNECTIONS FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

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

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Connections is willing to provide services or, contract out for services, and Connections is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Connections will provide services for WIA/TANF-eligible participants. Connections program and services will serve a minimum of 3 participants monthly. Services will include:
1. Diagnostic assessment to determine skills, interests, and barriers to employment.
 2. One on one mentoring and guidance to address life skill barriers to employment and develop employment goals, strategies, and referrals.

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3. Job readiness training covering areas such as development of communication skills, interviewing skills, punctuality, and personal maintenance.

4. Job readiness opportunities for hard-to-employ individuals by placing in volunteer placements.

B. The cost of Connections services is \$665 per participant served. Expenditures for project operation costs under this contract will not exceed \$23,940.

C. The time period for this contract is from July 1, 2002 through June 31, 2003.

D. Connections shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Connections understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Connections agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Connections agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Connections agrees to maintain compliance with state, federal, and local regulations which govern the provision of these services.

L. The Department and Connections agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Connections will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

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

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

RESOLUTION NO. 02-1049

IN THE MATTER OF APPROVING THE SERVICE PROVIDER CONTRACT BETWEEN THE
DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB
AND FAMILY SERVICES AND TRANSITIONS COUNSELING:

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

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

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

Provide employability skills training:

This training will consist of four three hour workshops each four week period through the life of the contract.

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Topics covered will be: Anger Management; Stress Management; Communication Skills; and Managing Your Life While Working.

1. The Provider understands and agrees that the services must be provided from July 1, 2002 through June 30, 2003. Services will be paid the following rate:

\$70.00 per hour (\$210.00 per workshop) regardless of the number of people in attendance. Workshops will be conducted once per week. (cost not to exceed \$10,920 without written modification to this contract).
2. The Provider understands and agrees that the payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state, and federal funds.
3. The Provider agrees to submit a quarterly invoice and monthly report of activities to the Department. The Department agrees to review the invoices and authorize, with adjustments, if needed, reimbursement for services provided within 30 days of receipt of invoice.
4. The Provider agrees that the use or disclosure of any information by the Provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
5. The Provider understands and agrees that this written agreement supercedes all oral agreements.
6. The Provider agrees to hold harmless the Department of Job and Family Services, the Delaware County Board of County Commissioners, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
7. The Provider agrees to maintain compliance with the state, federal, and local regulations which govern the provision of this service.
8. The Department and Provider agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons serviced under this Agreement.
9. No modifications to this Agreement shall be effective until reduced to writing and signed by both Parties, except that in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement. Such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
10. This Agreement may be terminated by the Provider or the Department upon seven calendar days written notice. Failure to honor the terms of this Agreement and/or the related state, federal or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, the Provider must notify the Department immediately.

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

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

RESOLUTION NO. 02-1050
IN THE MATTER OF APPROVING CHANGE ORDERS FOR BID PACKAGE 10 (CHEMCOTE INCORPORATED) FOR THE NEW SERVICES BUILDING:

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

Chemcote Incorporated

Original Contract	\$ 176,511.00
Previous Change Orders	\$ 14,069.44
Change Order #10 BP 3 (Decrease)	(\$ 30,418.00)
Revised Contract Amount	\$ 160,162.44

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

RESOLUTION NO. 02-1051
IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF APPEALS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:		FUND NAME:		AMOUNT:	
10029202-530		Gen Fund/Court of Appeals - Srvs & Chrgs		\$	5,500.00
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward
					Aye

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners