

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 10, 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 -Canceled
- 7:30 PM Reconvening The Public Hearing For Annexation Of 308.858 Acres From Berlin Township To The City Of Delaware
- 7:45 PM Reconvening The Public Hearing For Annexation Of 47.546 (49.005) Acres From Liberty Township To The City Of Columbus
- 8:00 PM Reconvening The Public Hearing For Annexation Of 49.3 Acres From Genoa Township To The City Of Westerville

PUBLIC COMMENT

RESOLUTION NO. 02-738

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR067:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR067 and Purchase Orders and Vouchers as listed below:

PO's

Vendor	Description	Account Number	Amount
The Healthy Edge, LLC	Employee Assistance Program	60211902-34201	\$ 10,000.00
Acoustic Ceiling & Partition	Drywall/Hayes Bldg/Original & Change Orders	40411412-541041002	\$ 417,464.98
Northwestern OH Security System	Security System/Hayes Bldg	40411412-541041002	\$ 31,386.62
Chemcote	Asphalt Paving/Hayes Bldg	40411412-541041002	\$ 59,306.30
Tuttle Construction	Concrete Sidewalks	40411412-541041002	\$ 45,348.14

INCREASE

KB Institute of Technology	Continuing Education	22411603-535035060	\$ 12,000.00
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VOUCHERS

U.S. Filter	Bioxide for Pump Stations	65211905-5290	\$ 6,972.00
Del Cty Bd of Dev Disabilities	Board & Care/March	10011501-5350	\$ 8,750.00
Tyeveco	Private Rehab/K.Kramer/CHIP 99	23011703-536536515	\$ 12,560.40
Lewis & Michael Moving	Moving Charges to Hayes Bldg	40411412-541041002	\$ 28,311.50
RCC Consultants, Inc.	Professional Services Rendered	40211408-545045005	\$ 10,161.25

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

RESOLUTION NO. 02 -739

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor’s Office is requesting that Shoreh Elhami and Melissa Lobdell attend ESRI Conference in SanDiego, California July 8-12, 2002 and for Shoreh Elhami to attend the URISA Conference in Chicago, Illinois October 27-30, 2002, at the cost of \$3,808.00.

The Treasurer’s Office is requesting that Dale M. Wilgus attend a Continuing Education Class in Columbus, Ohio June 25, 2002, at the cost of \$118.00.

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

RESOLUTION NO. 02-740

IN THE MATTER OF APPROVING PLATS FOR NORTH ORANGE SECTION 1 PHASE 1; NORTH
ORANGE SECTION 2 PHASE 1 AND NORTH ORANGE SECTION 3 PHASE 1:

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

North Orange Section 1 Phase 1

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Situated In The Township Of Orange, County Of Delaware, State Of Ohio Located In Part Of Farm Lots 2, 3 And 4, Section 2, Township 3, Range 18, United States Military Lands, Being A 77.823 Acre Subdivision, There Being 30.353 Acres Out Of An Original 92.987 Acre Tract Conveyed As Parcel 1 To Planned Communities L.L.C. As Recorded In Official Record Volume 69, Page 217, Official Record Volume 69, Page 221 (An Undivided 1/6 Interest), Official Record Volume 69, Page 225, Official Record Volume 69, Page 229 (An Undivided 1/6 Interest), 0.566 Acres Out Of An Original 7.004 Acre Tract Conveyed As Parcel 2 North Orange Land L.L.C. As Recorded In Official Record Volume 69, Page 193, Official Record Volume 69, Page 199 (An Undivided 1/6 Interest), Official Record Volume 69, Page 205 (An Undivided 1/6 Interest), Official Record Volume 69, Page 211, 7.079 Acres Conveyed As Parcel 3 To North Orange Land, L.L.C. As Recorded In Official Record Volume 69, Page 193, Official Record Volume 69, Page 199 (An Undivided 1/6 Interest), Official Record Volume 69, Page 205 (An Undivided 1/6 Interest), Official Record Volume 69, Page 211, All Of A 39.428 Acre Tract Conveyed To The Board Of Township Trustees Of Orange Township, Delaware County, Ohio By Official Record Volume 0161, Page 0298, And 0.397 Acres Out Of A 25.506 Acre Tract Conveyed To North Orange Land L.L.C. (Tract 2) By Official Record Volume 69, Page 238 And Official Record Volume 69, Page 243, There Being 70.129 Acres In Farm Lot 2, 6.216 Acres In Farm Lot 3, And 1.478 Acres In Farm Lot 4, All References Being To The Record Of The Recorder’s Office, Delaware County, Ohio. Cost \$15.00.

North Orange Section 2 Phase 1

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Part Of Farm Lot 2, Section 2, Township 3, Range 18, United States Military Lands, Being A 1.082 Acre Subdivision, Out Of An Original 92.987 Acre Tract Conveyed As Parcel 1 To Planned Communities, L.L.C. As Record In Official Record Volume 69, Page 217, Official Record Volume 69, Page 221 (An Undivided 1/6 Interest), Official Record Volume 69, Page 225, Official Record Volume 69, Page 229 (An Undivided 1/6 Interest), All References Being To The Records Office, Delaware County, Ohio. Cost \$6.00.

North Orange Section 3 Phase 1

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Part Of Farm Lots 1 And 2, Section 2, Township 3, Range 18, United States Military Lands, Being A 21.772 Acre Subdivision, There Being 16.655 Acres Out Of An Original 28.799 Acre Tract Conveyed To Planned Communities LLC. In Official Record Volume 69, P258 And 5.117 Acres Out Of An Original 92.987 Acre Tract Conveyed As Parcel 1 To Planned Communities L.L.C. As Recorded In Official Record Volume 69, Pages 217, Official Record Volume 69, Pages 221 (An Undivided 1/6 Interest), Official Record Volume 69, Pages 225, Official Record Volume 69, Paged 229 (An Undivided 1/6 Interest), There Being 1.610 Acres In Farm Lot 1 And 20.162 Acres In Farm Lot 2. All References Being To The Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$135.00

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

RESOLUTION NO. 02-741

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR SELDOM SEEN ROAD
WIDENING AT TROTTERS GAIT SUBDIVISION:

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

Seldom Seen Road Widening At Trotters Gait Subdivision

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 10th day of June 2002, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and TIMBERROCK LLC, hereinafter called the SUBDIVIDER, as evidenced by the Engineering and Construction Plan entitled “SELDOM SEEN ROAD WIDENING AT TROTTERS GAIT SUBDIVISION” which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

1. The SUBDIVIDER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.
2. The SUBDIVIDER shall pay the entire cost and expenses of said improvements.
3. The SUBDIVIDER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of ONE HUNDRED FORTY-ONE THOUSAND DOLLARS payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and the current “Subdivision Regulations of Delaware County, Ohio”.
4. The SUBDIVIDER shall deposit ELEVEN THOUSAND THREE HUNDRED DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. 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

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- acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
 6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
 7. The **SUBDIVIDER** shall perform and complete all said improvements prior to SEPTEMBER, 2002.
 8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
 9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
 10. If the **SUBDIVIDER** should 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**.
 11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
 12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 02-742

IN THE MATTER OF ACCEPTING ROADS IN HIGHLAND HILLS AT THE LAKES SECTION 2; HIGHLAND LAKES NORTH SECTION 7; HARVEST WIND PHASE 7, SECTION 1 AND VILLAGES AT OAK CREEK PHASE 10, PART B:

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

Highland Hills at the Lakes Section 2

The roadways to be accepted are as follows:

- An addition of 0.30 mile to **Township Road Number 838, Highland Hills Drive**
- **Royal County Down**, to be known as **Township Road Number 1252**
- **Old Head Court**, to be known as **Township Road Number 1253**
- **Aberfeldy Court**, to be known as **Township Road Number 1254**
- **St. Medan Drive**, to be known as **Township Road Number 1255**

Highland Lakes North Section 7

The roadways to be accepted are as follows:

- An addition of 0.08 mile to **Township Road Number 591, Somerset Avenue**
- An addition of 0.17 mile to **Township Road Number 838, Highland Hills Drive**

Harvest Wind Phase 7, Section 1

The roadways to be accepted are as follows:

- An addition of 0.03 mile to **Township Road Number 974, Falcon Chase Drive**
- An addition of 0.11 mile to **Township Road Number 1205, Adcock Road**
- **Bromfield Drive**, to be known as **Township Road Number 1251**

Villages at Oak Creek Phase 10, Part B

The roadways to be accepted are as follows:

- An addition of 0.15 mile to **Township Road Number 734, Royal Oak Drive**
- An addition of 0.10 mile to **Township Road Number 735, Pinehill Road**

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

RESOLUTION NO. 02-743

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR HIGHLAND HILLS AT THE LAKES SECTION 2; HIGHLAND LAKES NORTH SECTION 7; HARVEST WIND PHASE 7, SECTION 1 AND VILLAGES AT OAK CREEK PHASE 10, PART B:

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

Stop Conditions -Highland Hills at the Lakes Section 2

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1252, Royal County Down, at its intersection with Township Road Number 838, Highland Hills Drive
- On Township Road Number 1253, Old Head Court, at its intersection with Township Road Number 1252, Royal County Down
- On Township Road Number 1254, Aberfeldy Court, at its intersection with Township Road Number 1252, Royal County Down
- On Township Road Number 1255, St. Medan Drive, at its intersection with Township Road Number 1252, Royal County Down

Stop Conditions – Highland Lakes North Section 7

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 838, Highland Hills Drive, at its intersection with Township Road Number 591, Somerset Avenue

Stop Conditions -Harvest Wind Phase 7, Section 1

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 974, Falcon Chase Drive, at its intersection with Township Road Number 1205, Adcock Road
- On Township Road Number 1251, Bromfield Drive, at its intersection with Township Road Number 1205, Adcock Road

Stop Conditions –Villages at Oak Creek Phase 10, Part B

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 734, Royal Oak Drive, at its intersection with Township Road Number 735, Pinehill Road

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

RESOLUTION NO. 02-744

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR WEDGEWOOD PARK:

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

Wedgewood Park

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

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$177,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached.

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

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RESOLUTION NO. 02 -745

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

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

Permit #	Applicant	Location	Type of Work
U02078	Ohio Edison	Home Road	Relocate poles & anchors
U02079	Verizon	Steamtown Road	Place telephone cable
U02080	Time Warner Cable	Cherry Glen Drive	Directional bore
U02081	Verizon	Warrensburg Road	Place telephone cable
U02082	Verizon	Royal Dornoch Circle	Place telephone cable
U02083	Sprint Telephone	Condit Road	Place telephone cable
U02085	Time Warner Cable	Liberty Road	Place CATV
U02086	Columbus Southern	Seldom Seen Road	Bore 5” duct
U02087	Columbus Southern Power	S. Old 3C Highway	Install electric service
U02088	Sprint Telephone	Carters Corners Road	Place a culvert
U02090	Sprint Telephone	Sunbury Road	Replace defective cable

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

RESOLUTION NO. 02-746

IN THE MATTER OF AUTHORIZING THE ADDITION OF AMY BALDRIDGE AND JANE PHILLIPS TO THE LIST OF VENDORS WHO ARE APPROVED TO PROVIDE HOME BASED MENTORING AND MONITORING SERVICES FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize Amy Baldrige and Jane Phillips as vendors who are approved to provide home based mentoring and monitoring services for The Department of Job and Family Services.

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

RESOLUTION NO. 02-747

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

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Adjustment to Basic Rates
Carrie Burns 141 Glengary Drive Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50	None
Kimberly Byerly 112 Kettering Blvd. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50	None

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

RESOLUTION NO. 02-748

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND ERGON FOR THE SERVICES PROVIDED USING STATE FUNDS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the 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 Ergon (hereafter “Ergon”).

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

A. Ergon will provide services per proposal for WIA/TANF-eligible participants. Services will include:

A summer work experience program for youth ages 14-21. The program will provide a half day of Job Readiness and Career Exploration Training and a half day of real world hands on work experiences. Work experience options will include:

- 1. Real World experiences will serve 10 youth with a work experiences at a local businesses. Youth will be able to try 2 or 3 different work stations and be paid minimum wage for their work.
- 2. Internships will be developed for 6 youth.
- 3. 4 youth will be part of a mobile work crew with a supervisor.

B. The cost of Ergon services is \$9,240.

C. The time period for this contract is from June 18, 2002 through August 31, 2002.

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

L. The Department and Ergon 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 Ergon 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 Ergon 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, Ergon must notify the Department immediately.

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

RESOLUTION NO. 02-749

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND THE STRATFORD ECOLOGICAL CENTER FOR THE SERVICES PROVIDED USING STATE FUNDS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the 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 Stratford Ecological Center (hereafter "SEC").

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

- A. SEC will provide services per proposal for WIA/TANF-eligible participants. Services will include:
- Farm Community Service Projects** for 15 Delaware County residents.
 - Out-of-school Youth Farming Internships** for 2 WIA-eligible youth. Youth will participate for 10 weeks and will receive \$7.00 per hour.
 - Mechanics and Welding Basics** workshop will provide 3 hours of instruction and will be provided for up to 15 participants.
 - Hands-on Science and Physical Education for School Credit** will be offered as needed throughout the contract period.
- B. The cost of SEC services is \$8,650.
- C. The time period for this contract is from June 17, 2002 through August 23, 2002.
- D. SEC 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. SEC 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. SEC 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. SEC 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 .SEC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and SEC 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 SEC 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 SEC 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, SEC must notify the Department immediately.

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

RESOLUTION NO. 02-750

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND AL-EVA’S LEARNING CENTER FOR THE SERVICES PROVIDED USING STATE FUNDS:

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

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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 Al-Eva's Learning Center (hereafter "Al-Eva's Learning Center").

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

- A. Al-Eva's Learning Center will provide services for TANF-eligible participants. Services will include:
 - Academic enrichment for children in grades K through 3 designed to help students advance to the next level of learning.
 - Educational services include tutoring in reading, math, and computer skills.
- B. The cost of Al-Eva's Learning Center services will be as follows (as per proposal):
 - The cost per youth is \$125/week for 8 weeks Expenditures under this contract will not exceed \$15,000.
- C. The time period for this contract is from June 24, 2002 through August 15, 2002.
- D. Al-Eva's Learning Center 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. Al-Eva's Learning Center 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. Al-Eva's Learning Center 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. Al-Eva's Learning Center 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. Al-Eva's Learning Center agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and Al-Eva's Learning Center 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 Al-Eva's Learning Center 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 Al-Eva's Learning Center 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, Al-Eva's Learning Center must notify the Department immediately.

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

RESOLUTION NO. 02-751
IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

TRANSFER OF FUNDS		
FROM:	TO:	AMOUNT:
22511607 - 580 - 5801	22411604 - 4601	\$ 608,965.08

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

RESOLUTION NO. 02-752

IN THE MATTER OF ADOPTING A RESOLUTION RECOGNIZING THE DELAWARE AREA
RESPONSE TEAM (D.A.R.T.) AS A RESPONSE ORGANIZATION WITHIN DELAWARE COUNTY
FOR WEAPONS OF MASS DESTRUCTION OR TERRORIST TYPE INCIDENTS:

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

WHEREAS, the Delaware County Board of Commissioners recognizes that Weapons of Mass Destruction (WMD) and Terrorist attacks pose a significant threat within the United States; and,

WHEREAS, the Delaware Area Response Team (D.A.R.T.) is an organization composed of various Public Safety members qualified to respond to a WMD or Terrorist type incident; and

WHEREAS, the Delaware Area Response Team (D.A.R.T.) is recognized as an appropriate repository for equipment acquired through Federal Grant funds but is not a County organization or funded by the County; and

WHEREAS, this organization routinely coordinates its activities and procedures through the Delaware County Emergency Management Agency responsible for disaster resource management for the County;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County recognize the D.A.R.T. as an organization composed of County public safety members ready to respond to WMD or Terrorist incidents and an appropriate repository for equipment needed to respond to such an incident.

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. 02-753

IN THE MATTER OF APPROVING A RECOMMENDATION BY THE DELAWARE COUNTY
LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) TO APPROVE THE APPOINTMENT OF
PHIL PACKARD AS THE RED CROSS REPRESENTATIVE TO THE LEPC:

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

WHEREAS, in accordance with the Ohio Revised Code Section 3750.03(b) the Local Emergency Planning Committee recommends to the Board of Commissioners to approve the appointment of Phil Packard to represent the Red Cross to the LEPC effective 6 June 2002.

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

RESOLUTION NO. 02-754

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR GOLF
VILLAGE SECTION 1 PHASE B:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plan for Golf Village Section 1 Phase B submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-755

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR THE
VILLAGE AT ALUM CREEK SECTION 6:

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

Village At Alum Creek Section 6

SUBDIVIDER'S AGREEMENT

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 10, 2002**

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 10th day of June 2002, by and **between M/I SCHOTTENSTEIN HOMES SUBDIVIDER**, as evidenced by the **VILLAGE AT ALUM CREEK SECTION A** Subdivision Plat filed with the Delaware County Recorder 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 \$203,550.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection for 69 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the Delaware county Sanitary engineer for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$159,965.86) 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 \$9,600.00, 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.

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

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

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

RESOLUTION NO. 02-756

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER APPROPRIATIONS FOR VICTIM’S SERVICES:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
23612302 - 510	VOCA Grant - Fringe Benefits	\$ 2,300.00
TRANSFER OF APPROPRIATION		
FROM:	TO:	AMOUNT:
23612302 - 500	23612302 - 510	\$ 2,300.00
VOCA Grant - Salaries	VOCA Grant - Fringe Benefits	

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

RESOLUTION NO. 02-757

IN THE MATTER OF AUTHORIZING INTENSIVE SUPERVISION TO APPLY FOR A GRANT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve that Intensive Supervision apply for a Grant.

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

RESOLUTION NO. 02-758

IN THE MATTER OF APPROVING THE DELAWARE COUNTY FACILITIES PERMIT POLICY:

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

Delaware County Facilities Permit Policy

WHEREAS, It is the intention of Delaware County to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, Public conference rooms and grounds around the Rutherford B. Hayes Services Building, Carnegie Library, and Delaware County Courthouse will be available for public meeting areas; and

WHEREAS, No other County facilities will be available for person or organizations requesting meeting space; and

WHEREAS, Offices assigned to county personnel in those facilities will be off limits for those persons or organizations requesting the use of County facilities, grounds and meeting places; and

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WHEREAS, Those persons or organizations that wish to conduct activities on county owned property must complete a Delaware County Facilities Permit Form. The Delaware County Facilities Permit Form is to insure that the facilities are available and ready for use to the community. In addition, the Delaware County Facilities Permit Form must be completed ten days prior to the use of a Delaware County facility to ensure that the County is adequately prepared for the activity.

NOW THEREFORE BE IT RESOLVED, that the following apply:

1. Use of Delaware County facilities, grounds and meeting places outside normal business hours (Monday through Friday; 8:00 AM to 5:00 PM), or when the use of a Delaware County facilities requires the need of security personnel or cleaning services, a fee will be charged to the person or organization requesting the use of Delaware County facilities, grounds and meeting places. Fees will be charged at \$25 per hour. Fees must be paid when Delaware County Facilities Permit Form is delivered and is a condition of approval.
2. The use of Delaware County facilities for commercial activities is prohibited. All Delaware County facilities will be drug and alcoholic free. No persons or organizations may carry drugs or alcoholic beverages on to county property or serve alcoholic beverages.
3. If there are competing requests for the use of a property, the County will give preference to those applications by a resident of Delaware County or an organization that is headquartered in the County. In those instances unresolved by the preceding preference, the first to make a request will be given priority.
4. The use of county property is allowed for the following activities. County property may not be used for commercial purposes. The County Administrator shall issue the Permit Form for the permitted activities below if the number of participants will be less than thirty. Other uses of county facilities will require the approval of the County Commissioners, and notification of the Sheriff and supervisor of the property.

Speaking Engagements
Political Campaigns – Outside of Buildings Only
Meetings (Use of Conference Rooms)

5. The following activities are strictly prohibited on county property:

Commercial Activity
Fires
Permanent Attachment to Structures
Fireworks
Discharging of Firearms
Concealed Weapon or Dangerous Ordinance
Political Fund Raisers

FURTHER BE IT RESOLVED, that Delaware County is not responsible for the parties attending the activity. Delaware County will not provide utilities for outdoor events. The permit form requires the person or organization seeking a permit to indemnify and hold harmless Delaware County from any losses, claims, liens, demands and causes of actions of every kind, including but not limited to judgements, penalties, and legal fees. Delaware County reserves the right to limit the number of participants and the time of the activities to protect the health, safety and welfare of the community.

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

RESOLUTION NO. 02-759

7:30 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 308.858 ACRES FROM BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mrs. Martin to reconvene the Hearing at 7:33PM.

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

RESOLUTION NO. 02-760

IN THE MATTER OF GRANTING A CONTINUANCE FOR THE PUBLIC HEARING FOR ANNEXATION OF 308.858 ACRES FROM BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Martin, seconded by Mr. Ward to continue the Hearing to December 2nd, 2002, at 7:30PM with the understanding that a public notice of the hearing be advertised, one time, less than 30 days before said hearing.

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

RESOLUTION NO. 02-761

7:45 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 47.546 (49.005) ACRES FROM LIBERTY TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Ward to reconvene the Hearing at 7:50PM.

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

RESOLUTION NO. 02-762

IN THE MATTER OF WITHDRAWING THE REQUEST FOR ANNEXATION OF 47.546 (49.005) ACRES FROM LIBERTY TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mrs. Martin to grant the request to withdraw the annexation of 47.546 (49.005) Acres From Liberty Township To The City Of Columbus

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

RESOLUTION NO. 02-763

8:00 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 49.3 ACRES FROM GENOA TOWNSHIP TO THE CITY OF WESTERVILLE:

It was moved by Mr. Ward, seconded by Mrs. Martin to reconvene the Hearing at 8:05PM.

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

RESOLUTION NO. 02- 764

IN THE MATTER OF WITHDRAWING THE REQUEST FOR ANNEXATION OF 49.3 ACRES FROM GENOA TOWNSHIP TO THE CITY OF WESTERVILLE:

It was moved by Mrs. Martin, seconded by Mr. Ward to grant the request to withdraw the annexation of 49.3 acres from Genoa Township To The City Of Westerville.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz