

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 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

PUBLIC COMMENT

RESOLUTION NO. 02-777

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR0614:

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

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
US Filter	Bioxide For Pump Stations	65211905-5290	\$ 22,096.50

VOUCHERS

INCA Enterprises, Inc.	Harlem EMS Construction	40211407-5410	\$ 10,222.09
Boy's Village, Inc.	Residential Treatment	22511607-534234215	\$ 7,260.00
Gateway	Laptop computer	40111402-5450	\$ 10,660.00
AEP	Utility	65211905-533833802	\$ 38,604.21
AEP	Utility	65211905-533833802	\$ 40,773.67

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

RESOLUTION NO. 02-778

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Treasurer's Report.

(Copy is available in the Commissioners' office.)

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

RESOLUTION NO. 02-779

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM JAYAMMA
KOPPERA INC DBA PINNACLE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR
CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Jayamma Koppera Inc DBA Pinnacle has requested a new D3 permit located at 10561 Sawmill PKWY, Liberty Township, Powell, Ohio 43065 and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 02 -780

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Records Center is requesting that Christine Shaw attend an ARMA meeting in Columbus, Ohio June 18, 2002, at the cost of \$59.00. (Training).

The Department of Job and Family Services is requesting that Mona Reilly, Angela Thomas Sharon Lloyd and

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Jackie Clulbertson attend a Technical Training Class in Columbus, Ohio June 18 & 19, 2002, at the cost of \$225.00. (Training).

The Economic Development Department is requesting that Tim Boland attend a Mid-America Economic Development Council Conference in DearBorn, Michigan July 14-16, 2002, at the cost of \$766.00. (Continuing Education).

The Child Support Enforcement Agency Department is requesting that Susan Hollenbach and Teresa Farlee attend a National Child Support Conference in New Orleans, Louisiana August 4-8, 2002, at the cost of \$3,385.

The Victim’s Assistance Department is requesting that Chrystal Alexander attend a National Training Course on Parents of Murdered Children in Cincinnati, Ohio August 9-11, 2002, at the cost of \$471.40. (Required training).

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

RESOLUTION NO. 02-781

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Johannes Dickhof One Class \$443.75

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

RESOLUTION NO. 02-782

IN THE MATTER OF REJECTING ANNEXATION REQUEST OF 14.678 ACRES FROM SCIOTO TOWNSHIP TO THE VILLAGE OF OSTRANDER:

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

Whereas, the Delaware County Commissioners are proceeding under the new annexation law as enacted by the 124th General Assembly (Senate Bill 5)

Whereas, on May 10, 2002, the Delaware County Commissioners received an annexation request from Sandra Stults, Scioto Township Trustee and agent for the petitioners, to annex 14. 678 acres, more or less, from Scioto Township to the Village of Ostrander, and

Whereas, the annexation petition did not meet the technical requirements of the statutes; specifically, the accurate legal description of the perimeter and an accurate map or plat of the territory proposed for annexation

Therefore Be It Resolved, the Delaware County Commissioners reject the annexation petition request of 14.678 Acres, more or less, from Scioto Township to the Village of Ostrander with the request that the deficiencies of the petition be addressed and the annexation filed again.

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

RESOLUTION NO. 02-783

IN THE MATTER OF APPROVING PETITION FROM CITY OF COLUMBUS TO CHANGE BOUNDARY LINES OF ORANGE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF COLUMBUS (1.496 ACRES) RESOLUTION 98-995 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mrs. Martin that pursuant to a petition from the City of Columbus, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Orange Township annexed to the City of Columbus by their Ordinance 721-99 be hereby changed to be coterminous with the corporate boundaries of the City of Columbus.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 02-784

IN THE MATTER OF APPROVING PETITION FROM CITY OF COLUMBUS TO CHANGE BOUNDARY LINES OF ORANGE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF COLUMBUS (2.031 ACRES) RESOLUTION 99-465 COTERMINOUS

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WITH THE CORPORATE BOUNDARIES OF THE CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Ward that pursuant to a petition from the City of Columbus, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Orange Township annexed to the City of Columbus by their Ordinance 2159-99 be hereby changed to be coterminous with the corporate boundaries of the City of Columbus.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 02-785

IN THE MATTER OF APPROVING PETITION FROM CITY OF COLUMBUS TO CHANGE
BOUNDARY LINES OF ORANGE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND
ANNEXED TO CITY OF COLUMBUS (35.08 ACRES) RESOLUTION 99-1062 COTERMINOUS
WITH THE CORPORATE BOUNDARIES OF THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mrs. Martin that pursuant to a petition from the City of Columbus, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Orange Township annexed to the City of Columbus by their Ordinance 1036-00 be hereby changed to be coterminous with the corporate boundaries of the City of Columbus.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 02-786

IN THE MATTER OF APPROVING PETITION FROM CITY OF COLUMBUS TO CHANGE
BOUNDARY LINES OF ORANGE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND
ANNEXED TO CITY OF COLUMBUS (1.15 ACRES) RESOLUTION 00-209 COTERMINOUS WITH
THE CORPORATE BOUNDARIES OF THE CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Ward that pursuant to a petition from the City of Columbus, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Orange Township annexed to the City of Columbus by their Ordinance 1160-00 be hereby changed to be coterminous with the corporate boundaries of the City of Columbus.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 02-787

IN THE MATTER OF APPROVING PETITION FROM CITY OF COLUMBUS TO CHANGE
BOUNDARY LINES OF ORANGE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND
ANNEXED TO CITY OF COLUMBUS (31.12 ACRES) RESOLUTION 00-207 COTERMINOUS
WITH THE CORPORATE BOUNDARIES OF THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mrs. Martin that pursuant to a petition from the City of Columbus, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Orange Township annexed to the City of Columbus by their Ordinance 1161-00 be hereby changed to be coterminous with the corporate boundaries of the City of Columbus.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer’s Map Department along with description and map.

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

RESOLUTION NO. 02-788

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING IN CONNECTION
WITH THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS (EPISCOPAL
RETIREMENT HOMES, INC.), BY THE COUNTY OF HAMILTON, OHIO; AND OTHER
DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:

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It was moved by Mrs. Martin, seconded by Mr. Ward to approve the date for the Public Hearing.

Notice is hereby given that a public hearing will be held by the Board of County Commissioners of the County of Delaware, Ohio, on **Monday, July 1, 2002, at 8:00 PM**, on the First Floor, Delaware County Commissioners’ Office, 101 North Sandusky Street, Delaware, Ohio 43015 in connection with the issuance of health care facilities revenue bonds (Episcopal Retirement Homes, Inc.), by the County Of Hamilton, Ohio; and other documents in connection with the issuance of the bonds:

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

RESOLUTION NO. 02-789

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS OF THE RICKENBACKER PORT AUTHORITY, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the date for the Public Hearing.

Notice is hereby given that a public hearing will be held by the Board of County Commissioners of the County of Delaware, Ohio, on **Monday, July 1, 2002, at 8:15 PM**, on the First Floor, Delaware County Commissioners’ Office, 101 North Sandusky Street, Delaware, Ohio 43015 in connection with the issuance of revenue bonds of the Rickenbacker Port Authority, Ohio; and authorizing other documents in connection with the issuance of such bonds.

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

RESOLUTION NO. 02-790

IN THE MATTER OF APPROVING PLAT FOR WOODLANDS AT LOCH LOMOND SECTION 1, PHASE 3 AND DITCH MAINTENANCE PETITION FOR GOLF VILLAGE SECTION 7-4:

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

Woodlands At Loch Lomond Section 1, Phase 3

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, And Being Part Of Farm Lot 20 In Section 4, Township 3, Range 19, United States Military Lands And Containing 15.6199 Acres Of Land And Being All Of That Tract Conveyed To Woodlands, LTD. By Deed Of Record In Instrument Number , Page Of The Recorder’s Office, Delaware County, Ohio. Cost \$42.00.

Ditch Maintenance Petition- Golf Village Section 7-4

We the undersigned owners of 20.25 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Golf Village Section 7-4** 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 **Golf Village Section 7-4** Subdivision.

The cost of the drainage improvements is \$ 154,790.00 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. Forty-one (41) 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, \$3,775.37 per lot. An annual maintenance fee equal to 2% of this basis \$ 75.51 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 \$3,095.91 has been paid to Delaware County.

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

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

RESOLUTION NO. 02-791

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR GOLF VILLAGE
SECTION 6, PHASE B, PART I:

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

Golf Village Section 6, Phase B, Part I

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 17th day of June 2002, between **ROCKFORD HOMES** as evidenced by the **GOLF VILLAGE SECTION 6, PHASE B, PART I** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 5/28/02, 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-SIX THOUSAND SEVEN HUNDRED SEVENTY 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 acceptance by the **COUNTY COMMISSIONERS**.

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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. 02-792

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS WOODLANDS AT LOCH LOMOND SECTION 1, PHASE 3:

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

Woodlands at Loch Lomond Section 1, Phase 3

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$44,000**, and two bonds totaling that amount are attached to cover the bonding of this project.

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

RESOLUTION NO. 02 -793

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
U02084	Verizon	Dale Ford Road	Bury cable
U02089	Sprint	Cheshire Road	Replace defective cable
U02091	Ameritech	Tussic Street Road	Bury cable
U02095	Ameritech	Worthington Road	Bore under cable

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

RESOLUTION NO. 02-794

IN THE MATTER OF APPROVING THE CONTRACT WITH E.P. FERRIS AND ASSOCIATES, INC. FOR S. OLD 3-C/BIG WALNUT & WORTHINGTON/PLUMB INTERSECTION IMPROVEMENTS:

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

CONTRACT

AGREEMENT, made and entered into this 17th day of June, 2002 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **E.P. Ferris and Associates, Inc.**, hereinafter designated as **SECOND PARTY**.

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WITNESSETH, that said **SECOND PARTY**, for and in consideration of cost plus the amount of **\$82,413.00** (Eighty-two thousand four hundred thirteen dollars and zero cents) based on a Proposal for Engineering Services dated April 26, 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 **S. Old 3-C/Big Walnut & Worthington/Plumb Intersection Improvements**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the 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 applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before September 20, 2002.

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

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

RESOLUTION NO. 02-795

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR THE ANNUAL PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR THE DELAWARE COUNTY SHERIFF'S OFFICE RADIO COMMUNICATIONS:

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

WHEREAS, Delaware County received bids on May 6, 2002. And;

WHEREAS, Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED, that the Board Of Commissioners of Delaware County, State of Ohio, reject all bids received for the annual preventative maintenance and service contract for the Delaware County Sheriff's Office radio communications.

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

RESOLUTION NO. 02-796

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE ANNUAL PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR THE DELAWARE COUNTY SHERIFF'S OFFICE RADIO COMMUNICATIONS:

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

The Delaware County Commissioners Office will receive bids on **Monday, July 15, 2002 at 2:00PM** at the County Commissioners Office located at 101N. Sandusky St. Delaware, Ohio for annual preventative maintenance and service contract for the Delaware County Sheriff's Office radio communications. The specifications, requirements and expectations for the bid award are as follows (all are minimum): Delaware County will award a contract for a period of two (2) years, (renewable, at the County's desire, at the anniversary date of the bid award for up to four (4) consecutive six (6) month periods). Delaware County reserves the right to terminate any contract for non-performance by providing written notice thirty (30) days in advance.

Bidders shall supply a sample of their contract with all bids. The contract shall include the original bidding documents and the bid specifications. The terms and conditions contained in these documents constitute the entire agreement between the parties.

All bidders shall list at least three (3) references, preferably from local businesses or companies.

All bidders shall include proof of general liability insurance with all bids.

All bidders shall include proof of Workman's Compensation Coverage with all bids.

Delaware County will award contract based on the lowest price and best quality of services for the County based on all terms bid and references provided.

Any deviations shall be documented as to their equality or superiority to the specifications to the satisfaction of the

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Delaware County Commissioners.

Failure to complete and sign the Bid Form in full or failure to comply with all specifications and instructions could result in the non-acceptance of bid.

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

RESOLUTION NO. 02-797

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR
WILLOW BEND SECTION 2:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for Willow Bend Section 2 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. 02-798

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR EAGLE
TRACE, SECTION 3, PART 3:

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

SUBDIVIDER’S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 17th day of June 2002, by and between **Centex Homes, Inc.**, SUBDIVIDER, as evidenced by the **Eagle Trace, Section 3, Part 3 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 **\$80,880.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for **24** 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 (**\$95,833.50**) 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 **\$6,700.00**, 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

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agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.
IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 02-799

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY ADULT PROBATION OFFICE:

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

This contract made and concluded at Delaware, Ohio, by and between the Board of Health of the Delaware General Health District, hereinafter referred to as the Board, and the Delaware County Adult Probation Office, hereinafter referred to as the Contractor.

WHEREAS, the Board is in need of a supervised adult litter collection crew to provide seasonal litter collection on county and township roadways in the Delaware General Health District, and

WHEREAS, the Contractor is qualified and willing to provide such services as may be needed by the Board,

NOW THEREFORE, it is hereby mutually understood and agreed as follows:

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- (1) The Contractor hereby agrees to provide a supervised adult probation referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware General Health District, with action taken in accordance with state or local laws.
- (2) The Contractor hereby agrees to provide such services under the general direction of the Board or its duly authorized representative.
- (3) The Contractor shall conform to good labor supervision practices and assume the responsibility for the safety and well being of individuals assigned to the project during active involvement in the project.
- (4) The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.
- (5) The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.
- (6) In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.
- (7) The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the reporting months of April, July, October, and January.
- (8) The Board shall advance payment to the Contractor to be administered through the Adult Probation Office for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$2,500. Payment shall be \$1,500 on or before the 1st day of July, 2002, and one subsequent payment of \$1,000 during the balance of the contract period.
- (9) The Contractor shall provide supervision/implementation services to equal a total of 135 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the 15th day of June, 2002 and the 31st day of October, 2002.
- (10) Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.
- (11) Acceptance of this contract/agreement or authorization is evidence of the Contractor's intent to comply with Titles VI and VII of the Civil Rights Act of 1964 which prohibits discrimination because of race, sex, religion, national origin, age, color, or handicap in any facet of the Contractor's operation.
- (12) This contract shall become effective on the 1st day of June, 2002 and shall remain in full force and effect through October 31, 2002.
- (13) This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing signed by each of the parties.

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

RESOLUTION NO. 02-800

IN THE MATTER OF APPROVING THE AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY 2001 BY REMOVING VILLAGE OF ASHLEY DOWNTOWN STREETScape IMPROVEMENTS AND ADDING CITY OF DELAWARE STREETScape III-STREET IMPROVEMENTS:

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, Delaware County has been awarded FY 2001 funds by the Department of Development to facilitate the implementation of activities in the County.

WHEREAS, Village of Ashley, Downtown Streetscape is one project currently approved for funding in the amount of \$45,000 under the FY 2001 Program. The Village of Ashley has withdrawn their request for the CDBG

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Formula Funds, due to acquisition and other engineering issues.

WHEREAS, The proposed amendment of the FY 2001 Formula Program would remove Village of Ashley Downtown Streetscape Improvements and add the City of Delaware Streetscape III-Street Improvements to the list of projects to be funded by the grant.

WHEREAS, This is amending a past resolution for this project dated March 25, 2002, Resolution 02-356, and

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

SECTION I. The Village of Ashley Downtown Streetscape Project shall be removed from the CDBG FY01 Formula Grant Program for Delaware County, to be replaced by the City of Delaware Downtown Streetscape III – Street Improvements Project. The City of Delaware will receive FY 2001 funds in the amount of \$25,000 to be used to make Street Improvements to Winter Street, which is within the City of Delaware Streetscape III Project area. The total cost of this portion of Streetscape III for the City of Delaware is 35,257.75. The City will fund a portion of this project and receive TEA-21 funds.

SECTION II. The Village of Ostrander CDBG FY01 Formula Grant funding for its approved flood & drainage facilities project shall be increased by \$20,000, from \$38,000 to \$58,000, and the amount of Delaware County Revolving Loan Fund (RLF) grant assistance to this project shall be reduced from \$86,000 to \$66,000. The total project cost shall remain at \$124,000.

SECTION II. That the Board of Commissioners approve of the amendment to the Community Development Block Grant FY 2001.

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

RESOLUTION NO. 02-801

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE JOINT VOCATIONAL SCHOOL AND DELAWARE COUNTY FOR PARTICIPATION IN A PROGRAM FOR CERTIFICATION OF EMERGENCY MEDICAL TECHNICIANS-BASIC TRAINING:

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

FIELD/SQUAD EXPERIENCE AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of April, 2002, by and between Delaware Joint Vocational School, hereinafter called “Delaware JVS”, a vocational school district organized under the laws of the State of Ohio and the County of Delaware, hereinafter called “County”.

WITNESSETH:

WHEREAS, Delaware JVS has established an instructional program designed to permit students to pursue certification by the State of Ohio as an Emergency Medical Technician-Basic (the “Certification”); and

WHEREAS, among the requirements of the State of Ohio for certification are field/squad internship training; and

WHEREAS, Delaware JVS desires to place certain students at the County for the purpose or providing them with opportunities for field/squad training; and

WHEREAS, the County is willing to accept students of Delaware JVS under the terms hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and of the promises and covenants hereinafter set forth, Delaware JVS and the County agree as follows:

Section 1. **Program.** The County shall participate in the program for certification of Emergency Medical Technicians-Basic by endeavoring to provide a minimum of 8 hours of squad experiences or two complete runs available to students of Delaware JVS in meeting the requirements of Section 4765.16 of the Ohio Revised Code. The extent of the participation of the County in the program is set forth and described in Exhibit A attached to and made a part of this Agreement.

Section 2. **Acceptance of Students.** The County will accept students who have completed the assessment module of instruction as determined by Delaware JVS. Students will schedule squad time with the department chief at least one week prior to the field experience.

Section 3. **Identification.** All Delaware JVS students must wear an identification badge that indicates

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they are Delaware JVS Emergency Medical Technician-Basic students.

Section 4. **Status of Students.** The students participating in the program at the County shall not, for all purposes, be considered employees or agents of the County. The County shall not be required to, and shall not, pay or provide compensation, other benefits or employment, insurance, unemployment compensation, or workers compensation to such students.

Section 5. **Supervision.** While participating in the program at the County, students shall be under direct supervision and control of County squad employees, and shall not act independently with respect to the care or treatment of any patient of the County. The County retains responsibility for emergency care and related duties.

Section 6. **Guidelines for Experience.** Students shall follow the guidelines for patient contact during squad training as defined in Attachment A and shall be oriented to the County policy and procedures and dress code by the faculty of Delaware JVS. The supervising squad employee of the County will document qualitative and quantitative clinical experience.

Section 7. **No Representation.** While the County will endeavor to provide field/squad experiences to students of the program, it does not represent, and specifically disclaims any representation, that the field experiences will cause any Delaware JVS student to qualify for certification as an Emergency Medical Technician-Basic.

Section 8. **Notice to Students.** Delaware JVS shall notify its students of all the provisions of this Agreement.

Section 9. **Entire Agreement.** This Agreement represents the complete understandings of the Parties and, therefore, may only be amended in a writing executed by the Parties.

Section 10. **Term.** This Agreement will remain in effect for a period of two years beginning April 1, 2002 through March 31, 2004.

Section 11. **Indemnification.** Delaware JVS agrees to indemnify and hold harmless the County from any claims arising from the actions of its students while assigned to the County.

**EXHIBIT A
DELAWARE JVS
GUIDELINES FOR PATIENT CONTACT DURING FIELD/SQUAD INTERNSHIP
FOR EMT-B STUDENTS**

Students are allowed to participate in the following activities:

1. CPR
2. Vital Signs
3. Interacting with patients: psycho-social support
4. Assist with suctioning, set-up, and maintenance of O2
5. Observation
6. Assist with moving and transferring patients
7. Assist in splints; dressing of wound care
8. Any other functions in which they have been trained where squad needs assistance.

Student may observe only:

1. IV administration
2. Injections
3. Medication administration
4. Assessment and discharge
5. Application of cardiac monitoring and electrodes
6. Invasive procedures

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EMT-B trainees may assist squad personnel only according to level of training.

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

RESOLUTION NO. 02-802

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS AND KATHY HARPER, ROBIN M. CARTER, MILDRED PACE, NICOLE CHAFFIN, CINDY HOWARD, KIMBERLY STEWART, RANDY MCCLURE, DORA BENNETT, ANNABELLE MOSES, LEE KITTS, SHANNA WATSON, AMY JONES AND KATHERINE BREWTON FOR CHILD CARE SERVICES:

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

Name		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
Kathy Harper 4181 Portobello Drive Gahanna, Ohio 43230	Infant Toddler Preschool Schoolage	\$ 95.00 \$ 95.00 \$ 13.95 \$ 9.30	\$ 95.00 \$ 95.00 \$ 13.95 \$ 9.30	None
Robin M. Carter 1134 Dechant Ct. Columbus, Ohio 43229	Infant Toddler Preschool Schoolage	\$ 95.00 \$ 80.00 \$ 80.00 \$ 75.00	\$ 76.00 \$ 70.00 \$ 65.50 \$ 60.00	None
Mildred Pace 3276 Earncliff Columbus, Ohio	Infant Toddler Preschool Schoolage	\$ 22.80 \$ 22.00 \$ 19.60 \$ 18.00	\$ 15.20 \$ 15.00 \$ 13.10 \$ 12.00	None
Nicole Chaffin 11050 Fancher Road Lot 196 Westerville, Ohio 43082	Infant Toddler Preschool Schoolage	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		None
Cindy Howard 3619 CR 219 Marengo, Ohio 43334	Infant Toddler Preschool Schoolage	\$ 2.50 \$ 2.50 \$ 2.50 \$ 2.50		None
Kimberly Stewart 99 Chamberlain Street Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Randy McClure 1372 East Orange Road Lewis Center, Ohio 43065	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Dora Bennett 9720 State Route 521 Sunbury, Ohio 43074	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Annabelle Moses 226 Lonepine Rd. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Lee Kitts 149 Deerfield Place Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Shanna Watson 635 Pebble Place Apt. B Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
Amy Jones 2 S. Harrison Street Ashley, Ohio 43003	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None

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Katherine Brewton 1673 Royal Oak Dr. Lewis Center, Ohio 43035	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		None
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Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 02-803

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
22411603 530	JFS/WIA - Srvs & Chrgs	\$ 150,000.00
TRANSFER OF APPROPRIATION		
FROM:	TO:	AMOUNT:
22411606 530	22411606 520	\$ 2,000.00
JFS/Soc Srvs - Srvs & Chrgs	JFS/Soc Srvs - Mat & Sup	

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

RESOLUTION NO. 02-804

IN THE MATTER OF ACCEPTANCE OF THE FY 2003 DEPARTMENT OF YOUTH SERVICES GRANT SUBSIDIES REQUEST FOR JUVENILE COURT:

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

FY 2003

Youth Services Subsidy Allocation: \$ 180,596.00
ReClaim Ohio subsidy Allocation: \$ 484,911.10
Total Project Amount: \$ 665,507.10

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners