

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 25, 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

- 9:30 AM Public Hearing # 2 For CDBG FY 2001 To Amend By Removing Village Of Ashley Downtown Streetscape Improvements And Adding City Of Delaware Streetscape III-Storm Sewer Improvements
- 10:00 AM Bid Opening Date And Time For The Purchase Of Three Dump Beds With Hydraulics (50 Channing Street)
- 10:00 AM Bid Date And Time For Moving Services For The Delaware County Services Building
- 7:30 PM First Hearing On Ditch Petition Filed By Marcus Fisher And Others (Berkshire Road)
- 8:00 PM Public Hearing For Annexation Of 1.186 Acres From Concord Township To Village Of Shawnee Hills
- 8:15 PM Public Hearing For A Zoning District Change From Farm Residence District (FR-1) To Planned Commercial And Office District (PC) For A Two-Acre Tract In Radnor Township Owned By Randy Wilgus

PUBLIC COMMENT

RESOLUTION NO. 02-380

IN THE MATTER OF APPROVING PURCHASE ORDERS AND PAYMENT OF WARRANTS  
NUMBERED 333053 THROUGH 333234:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants numbered 333053 through 333234 and Purchase Orders as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B43531	Arlene Sheets	Child Care	4580-2080	\$ 8,000.00
2B43529	Carrie Burns	Child Care	4580-2080	\$ 8,000.00
2B43526	Lee Kitts	Child Care	4580-2080	\$ 7,000.00
2B43524	Learning Center-Worthington	Child Care	4580-2080	\$ 6,000.00
2B43522	Kindercare/S. Cleveland Ave	Child Care	4580-2080	\$ 9,000.00
2P13191	Emergitech	Software Maintenance Agreement	9110-2714	\$ 36,477.00
2B43535	Powell Child Care	Child Care	4580-2080	\$ 20,000.00
2B43541	Karen Young	Child Care	4580-2080	\$ 8,000.00

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

RESOLUTION NO. 02 -381

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Building Regulations Department is requesting that Joe Scherler attend an International Association of Electrical Inspectors Annual Professional Development Education Meeting in Independence, Ohio April 29 to May 1, 2002, at the Cost of \$337.10. (To obtain continuing education hours).

The EMS Department is requesting an amendment to an approved travel request for John Tracy to attend an APCO Conference in Nashville, Tennessee August 10-15, 2002, at a revised cost of \$1,250.00 (\$81.00 increase for not making early-bird special).

The Environmental Services Department is requesting that James A Carey attend an Quality Control/Quality Assurance Training Seminar in Columbus, Ohio March 25 & 26, 2002, at the cost of \$349.00. (Update On OEPA Practices)

The Administrative Services Department is requesting that Kevin Williams attend the 2002 Annual Ohio Public Information Officers Training Seminar in Columbus, Ohio April 26, 2002, at no cost. (Information Training).

The Environmental Services Department is requesting that Stacey Hyatt attend the Indispensable Assistant Seminar in Columbus, Ohio May 21, 2002, at the cost of \$159.00. (Continue Education).

The Department of Job and Family Services is requesting that Diana Bratton and Kathy Mason attend computer FACSIS training in Columbus, Ohio June 27, 2002, at no cost.

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The Department of Job and Family Services is requesting that Diana Bratton and Kathy Mason attend computer IV-E training in Columbus, Ohio May 14, 2002, at no cost.

Juvenile Court is requesting that Kris Steele and Jennifer Burrows attend a National Adolescent Perpetration Network Annual Conference in Toledo, Ohio April 28-30, 2002, at the cost of \$760.00.

The Engineer Department is requesting that Les Clark, Tony Stidam, Jeff Liggett and Barry Baxter attend an APWA North American Snow Conference in Columbus, Ohio April 17, 2002, at the cost of \$300.00.

The Department of Job and Family Services and the Sheriff’s Office are requesting that Marcy Downing, Carrie Block and Detective Sam Keekler attend a training seminar dealing with Behavioral Analysis of Sexual Victimization of Children in Waldo, Ohio April 23-25, 2002, at the cost of \$750.00. (Required training).

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

RESOLUTION NO. 02-382

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER OF STOCK REQUEST FROM GANZFAIR INVESTMENT INC., DBA SHAMROCK GOLF CLUB AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Ganzfair Investment Inc., DBA Shamrock Golf Club has requested a liquor license transfer due to a Stockholder Change located at 4436 W. Powell Road 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. 02-383

IN THE MATTER OF APPROVING PLAT FOR WOODLAND HALL SECTION 1 AND PLAN FOR STULTS FARM SUBDIVISION AND DITCH MAINTENANCE PETITIONS FOR WOODLAND HALL SECTION 1:

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

Woodland Hall Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty , Being Located In Farm Lots 16, 17 And 18 Section 1, Township 3, Range 19 United States Military Lands, Being 38.565 Acres Of That 72.488 Acre Tract Described In A Deed To The Isaac Group, LLC, Of Record In Deed Book 650, Page 129 And 55.894 Acres Of That 57.694 Acre Tract Described In A Deed To The Isaac Group, LLC Of Recorded In Deed Book 650, Page 129, Recorder’s Office, Delaware County, Ohio. Cost \$108.00.

Stults Farm Subdivision

Situated In County Of Delaware, State Of Ohio, Township Of Scioto, And Being Located In Lot No. 10, V.M.S. 5000 And Being 30.917 Acres As Recorded In Book 95, Page 1833, And Part Of 10.646 Acres Recorded In Book 43, Page 2378, Records Office, Delaware County, Ohio. Cost \$31.00.

Ditch Maintenance Petition-Woodland Hall Section 1

We the undersigned owners of 94.46 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Woodland Hall Section 1** 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

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“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 **Woodland Hall Section 1** Subdivision.

The cost of the drainage improvements is \$ 14,171.50 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. 37 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, \$ 383.01 per lot. An annual maintenance fee equal to 2% of this basis \$ 7.66 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 \$ 283.43 has been paid to Delaware County.

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

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

**RESOLUTION NO. 02-384**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR WINDING CREEK ESTATES 3:**

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

**Winding Creek Estates 3**

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 **\$10,300** for the duration of the one year maintenance period. A Letter of Credit to cover that amount is currently in place.

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

**RESOLUTION NO. 02-385**

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BOND FOR WOODLAND HALL SECTION 1:**

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

**Woodland Hall Section 1**

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 **\$123,000**, and two Letters of Credit totaling that amount are attached to cover the bonding of this project.

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

**RESOLUTION NO. 02 -386**

**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 permit:

Permit #	Applicant	Location	Type of Work
U02039	Ameritech	Sawmill Parkway	Trench on east side of road

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

**RESOLUTION NO. 02-387**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE**

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CONTRACT WITH D.R. TENNANT FOR THE 2002 ROADSIDE MOWING PROGRAM:

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

2002 Roadside Mowing Program  
Bids Opened March 11, 2002

As a result of the bid opening, the Engineer recommends that an exclusive bid award be made to D. R. Tennant of Bellefontaine, Ohio, the low bidder for this program. Mr. Tennant’s bid was for a total of \$38,992.65 versus Custom Mowing’s bid of \$60,627.60. A contract with Mr. Tennant is attached for your approval.

CONTRACT

AGREEMENT, made and entered into this 25th day of March, 2002, by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and D. R. TENNANT, hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of THIRTY-EIGHT THOUSAND NINE HUNDRED NINETY-TWO DOLLARS AND SIXTY-FIVE CENTS (\$38,992.65), based on unit prices on the attached Bid Blank, to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, all the necessary material, labor and equipment required to complete the project known as 2002 ROADSIDE MOWING PROGRAM, in accordance with general specifications and Invitation to Bid for same hereto attached; which general specifications and Invitation to Bid are hereby declared to be a part of this Contract.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the Delaware County Engineer. Work is to be completed on or before October 11, 2002.

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

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

RESOLUTION NO. 02-388

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR LIQUID ASPHALT, HOT MIX AND COLD MIX MATERIALS AND TWO MEN AND A PAVER:

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

Sealed bids will be accepted for Liquid Asphalt based upon unit price bids per gallon of each material and Items 301, 402 and 404 Asphalt Hot Mix materials based upon unit price per ton of material; and Cold Mix Materials SS-921, HPM and 405 Bituminious Cold Mix. All material items shall meet the Ohio Department of Transportation Material Specifications for 1997. Bids will also be accepted for Two Men and a Paver, price per ton laid. Copies of General Specifications may be obtained at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Bids for Liquid Asphalt shall be delivered price to job site at any location within Delaware County. Free unloading time and demurrage shall also be noted. Bids for Hot Mix materials and Cold Mix Materials shall be FOB plant price. Said materials to be used by the Delaware County Engineer throughout the year 2002.

Prices on all materials shall also be extended to the 18 Townships within Delaware County.

Bids will be received by the Delaware County Commissioners, at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. April 15, 2002, at which time said bids will be opened. Bids will be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

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

RESOLUTION NO. 02-389

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

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Julie King has transfer from the position of Income Maintenance Worker to the position of Employment Services Counselor within the Department of Job And Family Services; effective date April 1, 2002.

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

RESOLUTION NO. 02-390

IN THE MATTER OF APPROVING THE CONTRACT ADDENDUM BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES; THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND THE DELAWARE GENERAL HEALTH DISTRICT FOR THE HELP ME GROW PROGRAM:

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

The Delaware County Department of Job and Family Services (“DCDJFS”) had previously entered into a contract with the Delaware County Family and Children First Council (“DCFCFC”) for the Help Me Grow Program on July 1, 2002. Since that time, the Delaware General Health District (“Health Dept.”) has been designated as the fiscal and administrative agent of the DCFCFC, pursuant to R.C. 121.37(B)(4)(a). This Addendum to the original contract acknowledges that the Health Dept. is the fiscal and administrative agent of DCFCFC. By signing this Addendum, the Health Dept. assumes all the rights and responsibilities set forth in the original contract on behalf of DCFCFC. No other terms in the original contract are affected by the execution of this Addendum. This Addendum represents the entire understanding between the Parties.

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

RESOLUTION NO. 02-391

IN THE MATTER OF APPROVING THE CONTRACT ADDENDUM BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES; THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND THE DELAWARE GENERAL HEALTH DISTRICT FOR THE WELLNESS PROGRAM:

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

The Delaware County Department of Job and Family Services (“DCDJFS”) had previously entered into a contract with the Delaware County Family and Children First Council (“DCFCFC”) for the Wellness Program (a copy of which is attached) on July 1, 2002. Since that time, the Delaware General Health District (“Health Dept.”) has been designated as the fiscal and administrative agent of the DCFCFC, pursuant to R.C. 121.37(B)(4)(a). This Addendum to the original contract acknowledges that the Health Dept. is the fiscal and administrative agent of DCFCFC. By signing this Addendum, the Health Dept. assumes all the rights and responsibilities set forth in the original contract on behalf of DCFCFC. No other terms in the original contract are affected by the execution of this Addendum. This Addendum represents the entire understanding between the Parties.

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

RESOLUTION NO. 02-392

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND REPRESENTATIVES OF ALL OR A MAJORITY OF THE POLITICAL SUBDIVISIONS WITHIN DELAWARE COUNTY TO PROVIDE FOR THE ESTABLISHMENT OF AND TO PROVIDE FOR THE FUNDING FOR A COUNTYWIDE EMERGENCY MANAGEMENT AGENCY:

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

AGREEMENT  
AMENDED

WHEREAS, an Agreement was entered into, by and between the Delaware County Board of Commissioners and representatives of all or a majority of the political subdivisions within Delaware County to provide for the establishment of and to provide for the funding for a countywide Emergency Management Agency on the 1<sup>st</sup> Day of May 1989, and;

WHEREAS, changes in the Ohio Revised Code and within Delaware County due to growth and technology require an amendment to the Agreement, and;

WHEREAS, the coordination of emergency management activities within Delaware County, including measures and actions designed or undertaken to minimize the effects upon the population caused by natural, technological, or manmade incidents, emergencies, disasters, or enemy attack, is still of paramount importance to all of the local

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governments of Delaware County, and;

WHEREAS, the Delaware County Board of Commissioners and the Chief Executive Officers of the other political subdivisions within Delaware County desire to enter into this Agreement, in the manner provided by Section 5502.26 of the Ohio Revised Code, and;

WHEREAS, the Delaware County Emergency Management Agency, having been established initially in 1989, shall perform the service of coordinating the emergency management activities of Delaware County and the political subdivisions that enter into this Agreement, in accordance with the provisions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises set forth herein, it is hereby agreed that:

The Delaware County Emergency Management Agency (EMA) is hereby authorized to coordinate emergency management activities within Delaware County:

1. As provided in Section 5502.26 of the Ohio Revised Code, the chief executive officer of each political subdivision entering into this Agreement shall appoint a representative to the Countywide Advisory Group. The Countywide Advisory Group shall appoint a Countywide Executive Committee, and shall advise the Countywide Executive Committee on matters pertaining to countywide emergency management. The Delaware County Emergency Management Agency shall implement emergency management in Delaware County through the Countywide Executive Committee in accordance with Section 5502.26 of the Revised Code and this Agreement.
2. The Executive Committee shall consist of ten (10) members and shall be appointed as follows:
  - (1) One County Commissioner or appointed alternate;
  - (2) One representative from the City of Delaware and the City of Powell;
  - (1) One member representing all of the villages. The Village representative shall be selected by a majority vote of the mayors or village councils;
  - (3) Three township trustees appointed by a majority vote of the Delaware County Township Trustees Association from among the townships participating in this Agreement;
  - (1) One Sheriff's Office Representative;
  - (1) One Emergency Management Personnel; and
  - (1) One Firefighter selected by a majority vote of the Delaware County Fire, Chief's Association.

These Executive Committee members should, when possible, be the same members appointed to the Delaware County Local Emergency Planning Committee (LEPC) by the State Emergency Response Commission (SERC).

3. The Executive Committee shall appoint a director/coordinator of Emergency Management. The director/coordinator shall be responsible for coordinating, organizing, administering, and operating the Delaware County EMA pursuant to the duties imposed upon him/her by Sections 5502.21-5502.51 of the Ohio Revised Code, the agency's program, and subject to the direction and control of the Executive Committee. The director/coordinator shall serve at the pleasure of the Executive Committee. The director/coordinator shall pursue a professional development training program in accordance with rules adopted under section 5502.25 of the Revised Code. The director/coordinator of emergency management may be an official or employee of any political subdivision entering into the countywide agreement, except that the director/coordinator shall not be the chief executive of any such political subdivision. The director/coordinator of EMA shall not serve as the Chair of the LEPC but may serve as the Co-Chair.
4. The countywide EMA shall establish a program for emergency management that: (1) is in accordance with sections 5502.21 to 5502.5 of the Revised Code, rules adopted under those sections, the "Act of January 12, 1951," 64 Stat. 1245, 50 App. U.S.C.A. 2251, and regulations adopted under it; (2) includes, without limitation, development of an emergency operations plan; and (3) is applicable to all political subdivisions entering into the countywide agreement.
5. The Emergency Management Agency shall function in conjunction with the Delaware County 9-1-1 Center.

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- 6. The Delaware County Emergency Management Agency shall be considered a separate county board and shall receive services in the same manner as other county agencies.  
All employees of the Delaware County EMA shall be employees of Delaware County and under the personnel policies of Delaware County.
- 7. The director/coordinator of the EMA shall prepare a budget with the recommendation and approval of the Executive Committee and the Delaware County Board of Commissioners. Funds shall be expended only with the approval of the Executive Committee and the Delaware County Board of Commissioners, and under such resolutions, rules and regulations as it may provide regarding said budget. The money provided in said budget, together with all other income received, and shall be held in a separate and distinct fund known as the "Delaware County EMA Fund". All funds and property acquired by the EMA from the participating political subdivisions, pursuant to this agreement, shall remain the property of Delaware County.
- 8. Each participating subdivision’s share of the expenses of coordinating the emergency management activities within Delaware County shall be appropriated and paid into the Delaware County EMA Fund by the participating political subdivisions and shall be apportioned on the following basis:
  - a. Each municipality, township, and village shall contribute funds annually at a rate of forty cents (\$0.40) per capita based upon the Delaware County Regional Planning Committee annual census estimates for the preceding year.
  - b. The Delaware County LEPC shall contribute all funds received.
  - c. The Board of County Commissioners shall contribute office space, utilities and twenty cents (\$0.20) per capita based upon the Delaware County Regional Planning Committee annual census estimates from the preceding year.
- 9. Each Party agrees to pay into the Delaware County EMA Fund, promptly upon invoice, the amount assessed against it for its allocated share of the budget needed for the operation of the countywide EMA, and for any services performed pursuant to this Agreement.
- 10. The Parties to this Agreement agree to render mutual aid to the countywide EMA and to each participating political subdivision through the interchange of personnel, equipment and supplies as necessary to alleviate the effects of emergency situations.
- 11. This Agreement shall take effect when a majority of the municipal corporations and political subdivisions of Delaware County have executed this Agreement. Any Party to this Agreement may terminate its participation in this Agreement upon not less than ninety (90)-days written notice to the countywide Executive Committee. Any outstanding financial obligations must be forwarded to the EMA. Non-payment could result in collection of the funds through the Delaware County Auditor by reducing that subdivisions annual settlement. This Agreement shall continue in full force and effect unless a majority of the municipal corporations and political subdivisions within Delaware County cease to be Parties to this Agreement. Upon the occurrence of any of the above-mentioned conditions, and after the payment of the obligations set forth in Section 8, this Agreement shall terminate. Each Party is aware that withdrawing from this countywide agreement will obligate it to form and fund its own emergency management agency in compliance with Section 5502.271 of the Ohio Revised Code.

The Parties enter into this Agreement for a continuing term, conditioned upon the annual authorization, reaffirmation, approval, and payment of each Party’s proportionate share.

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

RESOLUTION NO. 02-393

9:30AM PUBLIC HEARING # 2 FOR THE DELAWARE COUNTY COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 9:30AM.

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

RESOLUTION NO. 02-394

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR THE DELAWARE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM:

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It was moved by Mr. Ward, seconded by Mrs. Martin to close the Hearing at 9:37AM.

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

RESOLUTION NO. 02-395

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-STORM SEWER IMPROVEMENTS:

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

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 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-Storm Sewer Improvements, which would then receive the \$45,000 in CDBG funding.

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 City of Delaware will receive the FY 2001 funds in the amount of \$45,000 to be used to make Storm Sewer Improvements under Winter Street between Union & Lake Streets. The total cost of this portion of Streetscape III for the City of Delaware is \$197,000. The City will fund a portion of this project and receive TEA-21 funds.

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

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

RESOLUTION 02-396

A RESOLUTION AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN ADDITIONAL FUNDING FOR THE VILLAGE OF ASHLEY DOWNTOWN STREETScape IMPROVEMENTS PROJECT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the CDBG/RLF funds may be utilized to assist various projects designed to meet the needs of the community’s low and moderate-income households and the National Objectives established for the CDBG Program, and

WHEREAS, via Resolution 01-704, the Delaware County Commissioners approved an initial \$119,414 RLF infrastructure grant to the Village of Ashley, Ohio to assist in the construction of Downtown Streetscape Improvements, and

WHEREAS, the Village of Ashley has also received a \$251,000 TEA-21 grant through the Ohio Department of Transportation in order to partially fund the Ashley Streetscape Project, and

WHEREAS, the Village of Ashley is required to acquire additional right-of-way in the Downtown for proper utility placement, and will incur associated fees relating to this acquisition, totaling \$51,135, in order for the Streetscape Project to proceed with construction. The Village will be providing \$14,500 toward these additional costs, resulting in a gap of \$36,635.



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

Section 1. That the Delaware County Board of Commissioners hereby approves an additional RLF infrastructure grant in the amount of \$36,635 to further assist in the construction of Downtown Streetscape Improvements in the Village of Ashley, Ohio.

Section 2. Upon passage of this resolution, approval by the Ohio Department of Development, and clearance of ERR timeframes, the President of the Board shall be authorized to file the necessary forms with the Ohio Department of Development to secure said RLF financing for the Ashley Streetscape Project.

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

RESOLUTION NO. 02-397

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DONALD EAGER AND ASSOCIATES FOR THE PROVISION OF FY01 FORMULA CDBG FAIR HOUSING CDBG CONSULTING SERVICES:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County, and

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, funding, in the amount of Three Thousand Dollars (\$3,000) has been provided to Delaware County through the FY01 CDBG Formula Program for Fair Housing activities.

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

Section 1. That the Delaware County Board of Commissioners determines that based on the approved application for CDBG FY01 Formula funds which lists Donald Eager & Associates as the Fair Housing Consultant Coordinator for the County, and on the basis of price and experience, that Donald Eager and Associates is the best entity to provide fair housing consulting services to Delaware County.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with Donald Eager & Associates for the FY01 CDBG Program in an amount not to exceed Three Thousand Dollars (\$3,000).

The contract is on filed at the Economic Development Department.

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

RESOLUTION NO. 02-398

IN THE MATTER OF APPROVING MID-OHIO REGIONAL PLANNING COMMISSION FOR THE DELAWARE COUNTY FISCAL YEAR 2002 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) FOR HOUSING REHABILITATION SPECIALIST AND ADMINISTRATIVE CONSULTING SERVICES ON CONTINGENT THAT DELAWARE COUNTY RECEIVES APPROVAL OF THE CHIP GRANT FROM OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program and HOME Investment Partnership program; and

WHEREAS, the Community Housing Improvement Program (CHIP) is one program under the CDBG and HOME programs for the purpose of addressing local housing needs; and

WHEREAS, the application for CHIP 2002 has not been awarded to the County, the Board of County Commissioners desire to seek a new consulting firm to administer the FY 2002 CHIP grant on contingent that Delaware County receives the FY 2002 CHIP Grant; and

WHEREAS, Mid-Ohio Regional Planning Commission (MORPC), has submitted qualifications and a proposal to provide housing rehabilitation and administrative consulting services to the County for the FY 2002 CHIP Program.

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

Section 1. That the Delaware County Board of Commissioners determine that on the basis of price and experience and the proposal submitted, Mid-Ohio Regional Planning Commission, submitted the lowest and best bid to provide housing rehabilitation and administrative consulting services for the FY 2002 CHIP.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation administrative consulting services in the amount of \$40,000, and lead hazard control services in the amount of \$17,000 with Mid-Ohio Regional Planning Commission for the FY 2002 CHIP in an amount not to exceed Fifty-Seven thousand dollars (\$57,000.00).

Section 3. That this Resolution shall take effect and be in force immediately after Ohio Department of Development award the CHIP FY 2002 Grant to Delaware County.

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

RESOLUTION NO. 02-399

IN THE MATTER OF APPROVING AN EMERGENCY MEDICAL SERVICES GRANT FUNDED UNDER THE STATE OF OHIO DEPARTMENT OF PUBLIC SAFETY:

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) participates with the Ohio Department of Public Safety in the “seat belt law” program, and;

WHEREAS, this program provides reimbursement grant funds for training, equipment, and Trauma Research and Injury Prevention; and,

WHEREAS, the Delaware County EMS desires to improve and expand its training capabilities through this grant program;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this grant request for a total amount of \$32,886.89 by EMS for the expansion of their training programs.

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

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

RESOLUTION NO. 02-400

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY JUVENILE COURT:

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

Juvenile Court Referral Litter Collection

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 Juvenile Court, hereinafter referred to as the Contractor.

WHEREAS, the Board is in need of a supervised juvenile crew to provide seasonal litter collection in the Delaware County 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:

- (1) The Contractor hereby agrees to provide a supervised Juvenile Court 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 County 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.

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- (3) The Contractor shall conform to good youth 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) 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.
- (6) The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.
- (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 Juvenile Court for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$7,000. Advancement shall be \$3,500 on or before March 29, 2002, and one subsequent payment of \$3,500 during the balance of the contract period.
- (9) The Contractor shall provide supervision/implementation services to equal a total of 378 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 dates of March 1, 2002 and October 31, 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 15th day of February, 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                      Mr. Ward                      Aye                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye  
**RESOLUTION NO. 02-401**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY  
CHILD SUPPORT ENFORCEMENT AGENCY AND THE CLERK OF COURTS:**

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

**APPENDIX 1-3 IV-D SERVICE CONTRACT- CLERK OF COURTS**

This agreement made and entered into on the 18th day of March 2002, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the "CSEA" and Delaware County Clerk of Courts of Common Pleas, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement

1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
3. Contract Period: This agreement will be effective from January 1, 2002, through December 31, 2002,

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- inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:
- |                           | Amount       | Source   |      |
|---------------------------|--------------|----------|------|
| Nonfederal Matching Funds | \$ 32,320.40 | Delaware | 34%  |
| Federal Matching Funds    | \$62,739.60  | Federal  | 66%  |
| Total                     | \$95,060.00  | Combined | 100% |
- (A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.
- (B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.
5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:
- A negotiated \$ 13.58 per each docket entry
6. Fees: If applicable, shall be charged as detailed in Exhibit I.
7. Eligibility for Services: Current and past public assistance recipients or those who have completed IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
10. Termination:
- (A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
- (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
- (C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
- (D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.
- (E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.
- (F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which

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shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will ad in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. Indemnity and Insurance: (when applicable)
 

(A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. Accessibility of Program to the Public: The CSEA and Provider agree to make. all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

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22. Out-of-County and Out-of-State Cooperation: The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

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

RESOLUTION NO. 02-402

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN THE CONDOMINIUMS OF WEDGEWOOD AND GOLF VILLAGE SECTION 3 PHASE 1:

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

Condominiums Of Wedgewood	678 feet of 8 inch sewer	6 manholes
Golf Village Section 3 Phase 1	1,304 feet of 8 inch sewer	15 manholes
	1,855 feet of 10 inch sewer	

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

RESOLUTION NO. 02-403

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR COVINGTON MEADOWS SECTION 1:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for Covington Meadows Section 3 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-404

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF FEES AT THE SOLID WASTE TRANSFER FACILITY TO SUPPORT LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Board of County Commissioners of Delaware County sustains a Solid Waste Transfer Station Operation Agreement with County Disposal (Ohio), Inc. for the operation of the Delaware County Solid Waste Transfer Station, and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station fees in support of litter control campaigns, and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, and the Olentangy River Sweep, and

WHEREAS, said the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station fees in support of these initiatives in past years,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive its portion of Solid Waste Transfer Station fees in support of the aforementioned programs effective April 1, 2002 through December 31, 2002.

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

RESOLUTION NO. 02- 405

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY JUVENILE COURT TO APPLY FOR BYRNE MEMORIAL GRANT FOR THE “JUVENILE DRUG COURT INITIATIVE”:

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

Byrne Memorial Grant application for the “Juvenile Drug Court Initiative”.

Grant Period: April 1, 2002 to December 31, 2002

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Juvenile Court is requesting \$76,160 in Byrne Memorial grant funds. The \$25,387 cash match will be provided by the Juvenile Court in the form of Reclaim Ohio Subsidy funds. The Delaware County Commissioners will serve as the Subgrantee and the Delaware County Juvenile Court will be the implementing agency.

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

RESOLUTION NO. 02-406

IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the County Administrator, to expend county monies for the purchase of one new minivan,

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

- Section 1.              That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one minivan for use by all county personnel for use on county business
- Section 2.              That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one for replacement of a current vehicle.
- Section 3.              That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the estimated cost of said purchase or lease will be a total of \$17,500.
- Section 4.              That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle will be in compliance with the use of the state term schedule.

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

RESOLUTION NO. 02-407

IN THE MATTER OF APPROVING SPACE AGREEMENT FOR THE DELAWARE-UNION EDUCATIONAL SERVICE CENTER:

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

Whereas, the Delaware-Union Educational Service Center has been located in properties owned by the Delaware County Joint Vocational School District, located at 4565 Columbus Pike; and

Whereas, Delaware and Union Counties have previously been responsible for providing space for the Education Service Center; and

Whereas, House Bill 94, enacted on September 5, 2001 provides for a gradual phase-out of this mandate on counties;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY that the Board of Commissioners will continue to allow the Delaware-Union Educational Service Center to reside in the Delaware County Joint Vocational School District, with the agreement of said school district, located at 4565 Columbus Pike for the remainder of the phase-out period upon the following terms.

The Delaware-Union Educational Service Center currently leases approximately 3,500 square feet of space from the Delaware County Joint Vocational School District.

The lease agreement between the Delaware-Union Educational Service Center and the Delaware County Joint Vocational School District allows for the use of common areas as defined in the lease agreement dated October 11, 2001.

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The actual cost per square foot to be utilized by the Delaware-Union Educational Service Center is calculated at \$8.71. This includes only the 3,500 square feet as assigned by the Delaware County Joint Vocational School District, and does not include any of the common areas.

The lease agreement between the Delaware-Union Educational Service Center and the Delaware County Joint Vocational School District stipulates that the Delaware County Joint Vocational School District shall be responsible for all utilities except long-distance service.

The Delaware County Joint Vocational School District shall be responsible for the taxes and all assessments on the property.

The cost of the lease agreement over the five-year phase-out is as follows:

	<u>2001/2002</u>	<u>2002/2003</u>	<u>2003/2004</u>	<u>2004/2005</u>	<u>2005/2006</u>
Jul	\$ 2,528.75	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20
Aug	\$ 2,528.75	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20
Sep	\$ 2,528.75	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20
Oct	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
Nov	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
Dec	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
Jan	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
Feb	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
Mar	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
Apr	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
May	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
Jun	\$ 2,579.33	\$ 2,630.91	\$ 2,683.53	\$ 2,737.20	\$ 2,791.94
	\$30,800.18	\$31,416.18	\$32,044.50	\$32,685.39	\$33,339.10
County Share	80%	60%	40%	20%	0%
County Payment	\$24,640.14	\$18,849.71	\$12,817.80	\$ 6,537.08	\$ -

Delaware and Union Counties will continue their agreement to fund the county share of the Delaware-Union County Educational Service Center space costs based on each county's proportionate number of students.

The balance of the space costs, which are not paid by Delaware and Union Counties, is the responsibility of the Delaware-Union County Educational Service Center.

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

RESOLUTION NO. 02-408

7:30 PM FIRST HEARING ON DITCH PETITION FILED BY MARCUS FISHER AND OTHERS (BERKSHIRE ROAD):

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 7:30 PM:

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

RESOLUTION NO. 02-409

IN THE MATTER OF CLOSING THE FIRST PUBLIC HEARING ON DITCH PETITION FILED BY MARCUS FISHER AND OTHERS (BERKSHIRE ROAD):

It was moved by Mrs. Martin, seconded by Mr. Ward to close the Hearing at 8:13 PM.

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

RESOLUTION NO. 02-410

IN THE MATTER OF CONSIDERING A DITCH PETITION FILED BY MARCUS FISHER AND OTHERS (BERKSHIRE ROAD):

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the resolution as follows:

Whereas,        on December 5, 2001, a Ditch Petition to Improve and maintain surface and subsurface drainage for the Smith # 198 Main and Laterals # 1 and # 2 to a good and sufficient outlet; Commencing in Berkshire and Kingston Townships, East of the I-71 right of way and generally following the existing



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path of the above specified improvements to good and sufficient outlet for both surface and subsurface drainage; Repair and or replacement of subsurface drainage mains and also remove sediment brush, trees and any other obstructions from the path of the surface drainage, to a good and sufficient outlet, was filed with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on March 25, 2002, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed improvements to the Marcus Fisher And Others (Berkshire Road) Ditch, And

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners Directs The Delaware County Engineer To Proceed With The Preparation Of Plans, Reports And Schedules For The Purposed Marcus Fisher And Others (Berkshire Road) Ditch Improvements. Said Information To Be Presented To The Commissioners At The End Of This Process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

RESOLUTION NO. 02-411

8:00 PM PUBLIC HEARING OF ANNEXATION PETITION FOR 1.186 ACRES FROM CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 8:20 PM:

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

RESOLUTION NO. 02- 412

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 1.186 ACRES FROM CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

It was moved by Mr. Ward, seconded by Mrs. Martin to close the Hearing at 8:23 PM:

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

RESOLUTION NO. 02-413

ORDER OF COMMISSIONERS FOR ANNEXATION OF 1.186 ACRES FROM CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

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

The Commissioners of Delaware County, Ohio having on the 25<sup>th</sup> day of March 2002, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the **Village of Shawnee Hills**, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

- 1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
- 2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the **Village of Shawnee Hills** as required by Section 709.031(B) of the Revised Code;
- 3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and

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6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the **Clerk of the Village of Shawnee Hills, Ohio.**

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

**RESOLUTION NO. 02-414**

**8:15 PM PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENCE DISTRICT (FR-1) TO PLANNED COMMERCIAL AND OFFICE DISTRICT (PC) FOR A TWO-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY RANDY WILGUS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to open the Hearing at 8:25 PM:

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

**RESOLUTION NO. 02-415**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENCE DISTRICT (FR-1) TO PLANNED COMMERCIAL AND OFFICE DISTRICT (PC) FOR A TWO-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY RANDY WILGUS:**

It was moved by Mr. Ward , seconded by Mrs. Martin to close the Hearing at 8:30 PM.

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

**RESOLUTION NO. 02-416**

**IN THE MATTER OF A REQUEST FOR REZONING DISTRICT CHANGE OF A 2 ACRE TRACT, MORE OR LESS, IN THE TOWNSHIP OF RADNOR FROM FARM RESIDENCE DISTRICT (FR-1) TO PLANNED COMMERCIAL AND OFFICE DISTRICT (PC) UNDER THE COUNTY ZONING RESOLUTION:**

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

WHEREAS, the advertised hearing in this matter was held March 25, at 8:15 PM, and

WHEREAS, all parties were given an opportunity to express their views thereto, and

WHEREAS, the appropriate review and comment by the Delaware County Regional Planning Commission was approval, and

WHEREAS, the Delaware County Rural Zoning Commission has recommended approval of said rezoning.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, that the following described property shall be rezoned from Farm Residence District (FR-1) to Planned Commercial and Office District (PC) for a two-acre tract located west of 3769 Warrensburg Road, Delaware, Ohio in Radnor Township.

The Clerk shall send certified copies of this action to the Delaware County Regional Planning Commission and the Delaware County Zoning Department with a request to change the official maps to reflect this action. This action effective the earliest date allowable by law.

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

There being no further business the meeting adjourned.

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners