

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 9, 2002

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

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

8:00 AM Duncan Whitney- Prosecutor Session

7:00 PM Security Meeting (Rutherford B. Hayes Services Building-G35)

PUBLIC COMMENT – Mr. Doug Sams of the Health Department gave a presentation about the “Household Hazardous Waste Drop Off Day” that was held over the weekend.

RESOLUTION NO. 02-1144

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF  
WARRANTS IN BATCH NUMBERS CMAPR095 AND CMAPR096:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR095 and CMAPR096 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
<b>Increases</b>			
Prudential Group Life & Disability	April LTD Premium	60211902-537037010	\$ 32,000.00
Family and Children 1 <sup>st</sup>	Help Me Grow	22411601-530130102	\$ 12,000.00
<b>VOUCHERS</b>			
The Ardit Company	Hayes Bldg Flooring	40411412-541041002	\$ 5,120.00
George Igle	Hayes Bldg Excavating	40411412-541041002	\$ 38,265.20
Countryside Construction	Site Utilities/Hayes Bldg	40411412-541041002	\$ 16,527.84
Sellers Electric	Electric/Hayes Bldg	40411412-541041002	\$ 14,427.00
Tuttle	Concrete	40411412-5410	\$ 11,095.07
Concrete Technology	Precast Concrete	40411412-541041002	\$ 14,071.00
Burgess & Niple Ltd.	Professional Eng Serv	67111915-5410	\$ 116,974.45
City of Dublin	Reimbursement/Sewer fees	65211905-5319	\$ 18,660.11
State of Ohio	State Audit	10011102-530130101	\$ 18,895.97

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

RESOLUTION NO. 02-1145

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE SEPTEMBER 19, 2002,  
COMMISSIONER’S SESSION TO 8:00AM:

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

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

RESOLUTION NO. 02-1146

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE  
COMMISSIONERS FOR DELAWARE RUN DITCH PETITION FILED BY RONALD RHOADES  
AND OTHERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to go forward with the project.

Whereas the Board of Commissioners of Delaware County on August 19, 2002, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Delaware Run Ditch Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas on August 19, 2002, the Delaware County Engineer notified the commissioners that the plans, reports, and schedules for the construction of the Delaware Run Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of he County of Delaware have fixed the 14<sup>th</sup> day of October, 2002, at 7:00 PM at the Rutherford B. Hayes Services Building- Room G35 as the time and

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

**RESOLUTION NO. 02-1147**

**IN THE MATTER OF FORWARDING A NEW LIQUOR LICENSE REQUEST FROM SODEXHO AMERICA LLC. DBA JOHN E. FISHER NATIONWIDE TRAINING CENTER TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A 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 Orange Township Trustees that Sodexo America LLC, DBA John E. Fisher Nationwide Training Center has requested a new D5A permit located at 9243 Columbus Pike, Orange Township, Lewis Center, Ohio 43035 and

Whereas, the Orange Township Trustees have requested a hearing, the Delaware County Sheriff has responded--no known reason for a hearing to be requested;

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that an objection was made and a hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 02-1148**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM BARKATELEE LLC DBA UNCLE DOMS PIZZA 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 Berlin Township Trustees that Barkatelee LLC DBA Uncle Doms Pizza has requested new C1, C2, D6 permits located at 2475 Africa Rd. Berlin TWP, Galena, Ohio 43021 and

Whereas, the Berlin 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. 02-1149**

**IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:**

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

Kenneth L. Rosenbaum \$ 391.00

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

**RESOLUTION NO. 02-1150**

**IN THE MATTER OF APPROVING PLATS FOR VILLAGE AT ALUM CREEK SECTION 6;  
COVINGTON MEADOWS SECTION 3, PHASE A AND COVINGTON MEADOWS SECTION 3,  
PHASE B AND DITCH MAINTENANCE PETITION FOR WALNUT WOODS SECTION 1:**

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

## Village At Alum Creek Section 6

Situated In The State Of Ohio, County Of Delaware, Township Of Orange And In Farm Lots 19 And 20, Quarter Township 2, Township 3, Range 18, United States Military Lands, Containing 30.015 Acres Of Land,

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More Or Less, (13.696 Acres Being In Farm Lot 19 And 16.319 Acres Being In Farm Lot 20), Said 30.015 Acres Being Part Of That Tract Of Land Conveyed To M/I Schottenstein Homes, Inc. By Deed Of Record In Deed Book 669, Page 191, Recorder’s Office, Delaware County, Ohio. Cost \$207.00.

Covington Meadows Section 3, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa And In Farm Lots 9 (17.124 Acres) And 10 (1.664 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 18.788 Acres Of Land, More Or Less, Said 18.788 Acres Being Comprised Of Part (17.124 Acres) Of That Tract Of Land Conveyed To M/I Schottenstein Homes, Inc. By Deed Of Record In Deed Book 670, Page 387, Part (0.020 Acre) Of That Tract Of Land Conveyed To M/I Schottenstein Homes, Inc. By Deed Of Record In Deed Book 670, Page 384, And Part (1.644 Acres) Of That Tract Of Land Conveyed To M/I Schottenstein Homes Inc. By Deed Of Record In Deed Book 670, Page 392, Recorder’s Office, Delaware County, Ohio. Cost \$153.00.

Covington Meadows Section 3, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa And In Farm Lots 9 (17.105 Acres) And 10 (1.455 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 18.560 Acres Of Land, More Or Less, Said 18.560 Acres Being Comprised Of Part (17.105 Acres) Of That Tract Of Land Conveyed To M/I Schottenstein Homes, Inc. By Deed Of Record In Deed Book 670, Page 387, and Part (1.455 Acres) Of That Tract Of Land Conveyed To M/I Schottenstein Homes, Inc. By Deed Of Record In Deed Book 670, Page 384, Recorder’s Office, Delaware County, Ohio. Cost \$72.00.

Ditch Maintenance Petition- Walnut Woods Section 1

We the undersigned owners of 32.78 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Walnut Woods 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 “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 Walnut Woods Section 1 Subdivision.

The cost of the drainage improvements is \$ 29,412.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Nine (9) 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, \$ 3,268.00 per lot. An annual maintenance fee equal to 2% of this basis \$ 65.36 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 \$ 588.24 has been paid to Delaware County.

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

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

RESOLUTION NO. 02-1151

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR HICKORY WOODS:

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

Hickory Woods

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 9<sup>th</sup> day of September 2002, between **DENISE RANCK**, as evidenced by the **HICKORY WOODS** 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:

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Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 8/22/02, 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 **NINETEEN THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in

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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 -1152

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
U02146	Verizon	3 B’s & K	Place telephone cable
U02147	Columbia Gas	Hickory Rock	Install gas main
U02149	Verizon	Big Walnut Road	Relocate poles

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

RESOLUTION NO. 02 -1153

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF DELAWARE & DELAWARE COUNTY TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE SR521/US 36 INTERSECTION IMPROVEMENT PROJECT:

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

“COOPERATION AGREEMENT”  
CITY OF DELAWARE & DELAWARE COUNTY  
SR521/US 36 INTERSECTION IMPROVEMENTS

CITY OF DELAWARE RESOLUTION NUMBER 02-80 PASSED 8/26/02  
DELAWARE COUNTY RESOLUTION NUMBER 02-1153 PASSED 9/9/02

City of Delaware and Delaware County enter into a cooperative agreement to submit an application to the Ohio public Works Commission for the SR521/US 36 Intersection Improvement Project.

City of Delaware will provide funds totaling 36.3% of the project cost. Such funds will come from the General Fund.

Delaware County through the County Engineer will provide funds totaling 7.4% of the project cost. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes City of Delaware to be the lead applicant and to sign all necessary documents.

City of Delaware agrees to pay its 36.3% of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 7.4% (not to exceed \$50,000) of the project cost to the City of Delaware at or just prior to the award of the construction contract. The Delaware County Engineer’s OPWC Grant Enhancement program is a dollar for dollar local match up to \$50,000.

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

RESOLUTION NO. 02-1154

IN THE MATTER OF APPROVING A NEW ORGANIZATION KEY AND TRANSFER OF APPROPRIATIONS FOR THE DEPARTMENT OF DEVELOPMENTAL DISABILITIES:

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

NEW ORGANIZATION KEY

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TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
29552501 – 580 MRDD – Transfer	59552503 - 540 MRDD/Capital Improvement - Equip	\$ 500,000.00
29552501 – 590 MRDD – Contingency	59552503 - 540 MRDD/Capital Improvement - Equip	\$ 500,000.00
Vote on Motion	Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye	

RESOLUTION NO. 02-1155

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TRI-STAR TRANSPORTATION CO.:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Agreement.  
**Purchase Of Transportation Service Contract**

This contract made and entered into June 10, 2002 by and between the Delaware County Department of Job and Family Services (DCDJFS) and the Tri-Star Transportation Co. (Provider).

- 1. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attached exhibits, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
- 2. CONTRACT PERIOD: This contract will be effective from July 1, 2002 through June 30, 2003 inclusive unless otherwise terminated.
- 3. AVAILABILITY OF FUNDS: Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal, and local funding as determined by the DCDJFS.
- 4. COST AND DELIVERY OF PURCHASED SERVICES: The amount to be paid for such services will be based on the following criteria established by DCDJFS. The rate of charge shall be \$25.00 per hour of service for the period of July 1, 2002 through August 25, 2002. The rate of charge shall be \$26.00 per hour of service for the period of August 26, 2002 through June 30, 2003.

Provider shall submit to DCDJFS a monthly report of persons served, dates and hours of service provided, and required verifications.

- 5. REFERRAL AND MONITORING PROCEDURES: See Exhibit 1

6. PAYMENT FOR PURCHASED SERVICES: Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchased services rendered to eligible individuals. Such invoices shall include monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the correct invoice total.

DCDJFS shall not require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.

- 7. INDEPENDENT CONTRACTORS: Tri-Star Transportation Co., it’s agents, and employees will act in performance of this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDJFS.

8. DUPLICATE BILLING: Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.

- 9. FINANCIAL RECORDS: The Provider shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such reports shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

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10. AVAILABILITY AND RETENTION OF RECORDS: Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDJFS's final expenditure report, and/or will assure that maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit, or other act involving the records has been started before the expiration of the six year period, the provider shall retain the records until completion of the action and all issues which arise from it or until the end of the six year period, whichever is later.

11. 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 provision of the provider contract.

(A) The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.

(B) As used in this section "deceptive" means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.

12. SAFE GUARDING OF CLIENT: Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS' or providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

13. CIVIL RIGHTS: DCDJFS and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

14. INDEMNITY AND INSURANCE

(A) INDEMNITY: Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDJFS, the Ohio Department of Job and Family Services, and the Delaware County Board of Commissioners 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 reasonably foreseeable torts which would cause injury or death.

15. TERMINATION: This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.

16. PUBLICITY: In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.

17. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

18. AMENDMENT OF CONTRACT: This contract may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:

A. The quality and extent of purchased services furnished by provider has been reduced or improved.

B. The maximum unit rate has varied significantly from actual cost.

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C. The Provider fails to meet the necessary state and federal licensing requirements.

**19. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:**

-CHARGES PER PERSON: The Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per hour charge would be applied for the total number of hours for which service was provided.

**20. RESOLUTION OF DISAGREEMENT:** The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:

Level I Supervisor/Cab Company Operator

Level II DCDJFS Director/Cab Company Operator

**21. GENERAL CONDITIONS:** Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.

**22. MERGER OF BID DOCUMENTS:** Provider agrees that the bid specifications prepared by the DCDJFS and the Provider's response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

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

**RESOLUTION NO. 02-1156**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE GENERAL HEALTH DISTRICT:**

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

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE GENERAL HEALTH DISTRICT**

This Contract is made and entered into on the 1st day of July, 2002 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE GENERAL HEALTH DISTRICT, hereinafter referred to as "DGHD"..

**1. PURPOSE OF CONTRACT:** The Medicaid Outreach funding is allocated to the county for the purpose of conducting outreach activities to raise awareness of health insurance coverage for qualifying children and pregnant women. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DGHD for the implementation of Medicaid Outreach Services. Services being provided are detailed in the Medicaid Outreach Program Plan.

**2. AGREEMENT PERIOD:** This Contract will be effective from July 1, 2002 through June 31, 2003, inclusive, unless otherwise terminated.

**3. LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.

**4. FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DGHD for actual costs for services outlined in the Medicaid Outreach Program Plan document. Said reimbursement shall not exceed \$46,200. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the Medicaid Outreach Program.

The DGHD agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The DGHD will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

**5. INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the



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State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.

6. INFORMATION REQUIREMENTS: The DGHD must provide the DCDJFS with the appropriate information necessary to support the county's state and federal Medicaid Outreach Program administrative requirements. DGHD will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DGHD with necessary information regarding participants as specified in the Medicaid Outreach Program Plan document.

7. SERVICE DELIVERY RECORDS: The DGHD shall maintain records of services provided to Medicaid Outreach eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

8. DUPLICATE BILLING/OVERPAYMENT: DGHD warrants that claims made to DCDJFS 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 funds for the same service. In the case of overpayments, the DGHD agrees to repay the DCDJFS the amount entitled.

9. FINANCIAL RECORDS: The DGHD 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 Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

10. AVAILABILITY AND RETENTION OF RECORDS: DGHD shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DGHD shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT: DGHD agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the DGHD.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS: DGHD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

The DGHD agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The DGHD agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Medicaid Outreach Program. DGHD is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.

14. SAFEGUARDING OF CLIENT: DGHD and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or DGHD responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

15. CIVIL RIGHTS: DCDJFS and DGHD agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

16. FAIR HEARING: DCDJFS is responsible for fulfilling responsibilities relative to Medicaid Outreach participants appeal and state hearings in accordance with State Regulations. The DGHD and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

17. LIABILITY REQUIREMENTS: (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as

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a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

18. RESPONSIBILITIES OF DCDJFS: Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Medicaid Outreach Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the Medicaid Outreach Funds.

19. PERFORMANCE STANDARDS: ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.

20. MONITORING AND EVALUATION: DCDJFS and DGHD will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.

21. TERMINATION: This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.

22. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:

- 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
- 2. The maximum unit rate has varied significantly from actual cost.
- 3. The provider fails to meet the necessary state and federal licensing requirements.

23. PARTIAL INVALIDITY: A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.

24. PUBLICITY: In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDJFS.

25. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The DGHD agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

26. DRUG-FREE WORKPLACE: The DGHD certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

RESOLUTION NO. 02-1157

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE  
ECONOMIC DEVELOPMENT DEPARTMENT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
40811415-530	Rdwy Development -Ser/Chrg	\$ 201.00
40811415-540	Rdwy Development-Capital Outlay/Equip.	\$ 2,283.00

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

RESOLUTION NO. 02-1158

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE DELAWARE COUNTY  
HAZARDOUS MATERIALS PLAN AS RECOMMENDED BY THE LOCAL EMERGENCY

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PLANNING COMMITTEE (LEPC) AND DELAWARE COUNTY EMERGENCY MANAGEMENT  
AGENCY UNDER THE AUTHORITY OF ORC 3750.04:

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

WHEREAS, the Delaware County Local Emergency Planning committee has completed the required documentation for Delaware County’s SARA Title III Chemical Emergency Preparedness Plan in accordance with NRT-1 and other pertinent guidance; and,

WHEREAS, the state Emergency Response Commission has directed the various County Local Emergency Planning Committees to forward the County’s plan directly to the Ohio Emergency Management Agency for all reviews; and,

WHEREAS, the LEPC and EMA have recommended approval of the updated Delaware County Hazardous Materials Plan for the protection of our citizens;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to forward the Delaware County Chemical Emergency Preparedness Plan for annual review to the State Emergency Response Commission and to the Ohio Emergency Management Agency, and

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

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

RESOLUTION NO. 02-1159

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR INTENSIVE  
SUPERVISION:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10022202 – 520	General Fund/ISP - Mat & Sup	\$848.00

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

RESOLUTION NO. 02-1160

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FROM GREEN MEADOWS  
SERVICE CENTER, INC. FOR RETAIL OUTLET GASOLINE FOR DELAWARE COUNTY:

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

Whereas,                      Delaware County received one bid for retail outlet gasoline on August 26, 2002, and;

Whereas,                      after reviewing the bid from Green Meadows Service Center, Inc., the bid received was complete and meets the specifications and;

Whereas,                      Delaware County Sheriff’s Office and Building Regulations Office have multiple vehicles operating from offices in Orange and Liberty Townships, and;

Whereas,                      it is more efficient to refuel these vehicles at a location close to the offices they are operating from;

Therefore be it resolved,                      that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bids submitted by Green Meadows Service Center, Inc. for retail outlet gasoline for Delaware County.

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

RESOLUTION NO. 02-1161

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FROM BEEM’S BP  
DISTRIBUTING, INC., MCWHERTER PETROLEUM, LTD., PETROLEUM TRADERS  
CORPORATION, AND PFEIFFER ENTERPRISES, INC. FOR BULK GASOLINE AND DIESEL  
FUELS FOR DELAWARE COUNTY:

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

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Whereas, Delaware County received four bids for bulk gasoline and diesel fuels on August 26, 2002, and;

Whereas, after reviewing the bids from Beem’s BP Distributing, Inc., McWherter Petroleum, LTD., Petroleum Traders Corporation, and Pfeiffer Enterprises, Inc., all bids received were complete bids, meeting the specifications and;

Whereas, the prices for bulk gasoline and diesel fuels fluctuate regularly, and entering into a fixed price, long term contract may not assure lowest pricing throughout term of the contract, and;

Whereas, Delaware County wishes to contract with multiple vendors to assure that low market pricing is received throughout the term of the contract by contacting all vendors at the time that each order is placed;

Therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bids submitted by Beem’s BP Distributing, Inc., McWherter Petroleum, LTD., Petroleum Traders Corporation, and Pfeiffer Enterprises, Inc. for bulk gasoline and diesel fuels for Delaware County.

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

**RESOLUTION NO. 02-1162**

**IN THE MATTER OF CLOSING CONTRACTS AND PAYING RETAINAGE FOR BID PACKAGE 12 (WANNER METAL WORX); BID PACKAGE 26 (THE PAINTING COMPANY); BID PACKAGE 18 (KASTRA PAINTING) AND BID PACKAGE 30 (ACCENT COMMUNICATION):**

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

Wanner Metal Worx	\$ 23,918.76
The Painting Company	\$ 7,529.41
Kastra Painting	\$ 11,083.06
Accent Communication	\$ 82,834.25

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

**RESOLUTION NO. 02-1163**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CORONER’S OFFICE:**

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
10030301 – 530	General Fund/Coroner - Srvs & Chrgs	\$ 15,000.00

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

**RESOLUTION NO. 02-1164**

**IN THE MATTER OF ADOPTING A RESOLUTION TO REDUCE THE MILLAGE AT WHICH PROPERTY TAXES WILL BE COLLECTED IN DELAWARE COUNTY IN TAX YEAR 2002:**

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio has determined that it is appropriate to reduce the rate of property tax that the County presently levies for current expenses within the ten-mill limitation; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio desires to ensure that a property tax reduction for the citizens of Delaware County is not nullified by any other taxing unit levying the portion of the rate that the County does not levy; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio is authorized to reduce the rate at which property taxes are collected by the provisions of Ohio Revised Code §5705.313(A)(2); and

WHEREAS, the present millage rate for current expenses of the county is 1.8 mills and the number of mills not

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currently levied is 1.0 mill, as established by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, duly passed on July 27, 1998, approved at general election by the electors of Delaware County, Ohio on November 3, 1998 by a vote of 22,922 in favor and 12,004 against, and effective January 1, 1999; and

WHEREAS, the 1.0 mill reduction in the rate of property tax collected in Delaware County, Ohio, pursuant to Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, is effective for a period of ten years from January 1, 1999; and

WHEREAS, the sales and use taxes implemented by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio will generate revenue in excess of any reduction in the collection rate of the inside property tax millage authorized by this resolution and Resolution 98-598;

NOW THEREFORE BE IT RESOLVED: by the Board of County Commissioners of Delaware County:

- 1. That the present 1.8 mill property tax levy for current expenses of the General Fund within the 10 mill limitation shall be reduced to 1.0 mills for the tax year 2002 in accordance with Ohio Revised Code §5705.313(A)(2).
- 2. That the 0.8 mill reduction in the collection rate of the inside property tax millage implemented by this resolution shall be effective in the year 2003 only.
- 3. That the Board of County Commissioners of Delaware County, Ohio direct the County Administrator of Delaware County, Ohio to prepare a budget projection in year 2003 in order to determine the tax revenue for Delaware County.

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

Didi Fahey- Mainstreet Delaware

RESOLUTION NO. 02-1165

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 10:05AM.

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

RESOLUTION NO. 02-1166

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 10:30AM.

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

RESOLUTION NO. 02-1167

6:30 PM IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LABOR NEGOTIATIONS WITH THE SHERIFF’S OFFICE:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 6:40PM.

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

RESOLUTION NO. 02-1168

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 6:57PM.

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

7:00PM- Security Meeting (Rutherford B. Hayes Services Building-G35)

RESOLUTION NO. 02-1169

IN THE MATTER OF ADJOURNING THE SECURITY MEETING AT THE RUTHERFORD B. HAYES SERVICES BUILDING:

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It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn the security meeting at the Rutherford B. Hayes Services Building:

Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Aye
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There being no further business, the meeting adjourned.

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Deborah B. Martin

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

\_\_\_\_\_  
Donald E. Wuertz

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