

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2002

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

Present: Donald Wuertz (Absent), Deborah Martin, James D. Ward

RESOLUTION NO. 02-1245

ADJOURNING INTO EXECUTIVE SESSION FOR LABOR NEGOTIATIONS WITH THE SHERIFF’S OFFICE:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into executive Session at 8:15AM.

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

RESOLUTION NO. 02-1246

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 8:47AM.

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

PUBLIC COMMENT

RESOLUTION NO. 02-1247

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0927:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0927 and Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Badger Excavating Inc.	Ostrander Storm Drainage	23011708-5365	\$ 100,837.18
<b>Increases</b>			
Children's World #3	Child Care	22411606-5348	\$ 20,000.00
Children's World	Child Care	22411606-5348	\$ 15,000.00
Delaware City Board of Education	Child Care	22411606-5348	\$ 5,000.00
Children's World	Child Care	22411606-5348	\$ 5,000.00
<b>Vouchers</b>			
Turning Point	Domestic Violence	24911311-5380	\$ 11,040.80
The Quandel Group, Inc.		40211406-5410	\$ 30,313.00
RCC Consultants, Inc.		40211408-5450	\$ 14,489.32
Del Co.Fam Serv Co of Gov	Pur Serv Well Block Grant	22411601-534834835	\$ 10,846.05
Liberty Community Center	Child Care	22411606-5348	\$ 19,489.60
Office City	Judge Krueger's Office	40111403-545054015	\$ 6,907.06
The Painting Co.	Painting/Hayes Bldg	40411412-541041002	\$ 11,309.58
Accent	Communications/Hayes Bldg	40411412-541041002	\$ 82,834.25
INCA Enterprises Inc.	Harlem EMS/General Trades	40211407-541041002	\$ 73,893.06
Spring Electrical Construction Inc.	Harlem EMS/Electrical	40211407-541041002	\$ 17,077.80
Kindercare, Neverland	Child Care	22411606-5348	\$ 29,979.00
The Painting Co.	Hayes Bldg Painting	40411412-541041002	\$ 7,529.41
Children’s World	Child Care	22411606-5348	\$ 7,681.00
Children’s World	Child Care	22411606-5348	\$ 15,732.00

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

RESOLUTION NO. 02-1248

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM GOLDEN STORES INC. TO MACS CONVENIENCE STORES LLC DBA DAIRY MART #5257 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.

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Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Macs Convenience Stores LLC DBA Dairy Mart #5257 has requested A transfer of C1, C2, permits located at 10215 Sawmill PKWY Liberty Township Powell, Ohio 43065 and

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

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

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

RESOLUTION NO. 02 -1249

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Environmental Services Department is requesting that Earl Schmitz, Ric Walker, Fred Fowler, Roger Adkins, Bob Geiger, Ric Irvine and Bryan Lenko attend a Design and Inspection of Light Gauge Steel Structures Seminar in Worthington, Ohio November 20, 2002, at the cost of \$350.00.

Juvenile Court is requesting that Judge Thomas E. Louden attend a Community Control Sanctions Conference in Dublin, Ohio October 24 & 25, 2002, at the cost of \$225.00.

The Administrative Services Department is requesting that Cindi Blair attend a HIPAA Compliance for Group Health Plans Seminar in Columbus, Ohio October 24, 2002, at the cost of \$209.00.

The Auditor’s Office is requesting that Steve Lewis attend a MCSA (Microsoft Certified) Workshop in Columbus, Ohio November 4-11, 2002, at the cost of \$4,995.00.

The Auditor’s Office is requesting that Shane Herbert attend a MCSA (Microsoft Certified) Workshop in Columbus, Ohio November 4-11, 2002, at the cost of \$4,995.00

The Administrative Services Department is requesting that Steve Savon attend a County Loss Control Coordinators meeting in Bellville, Ohio October 4, 2002, at the cost of \$25.00.

The Treasurer’s Office is requesting that Dale Wilgus attend the Fall Treasurer’s Conference in Dublin, Ohio November 19, 2002, at the cost of \$223.00.

Juvenile Court is requesting that Janis L. Crohen attend a Probate Clerk’s Training Seminar in Columbus, Ohio October 21, 2002, at the cost of \$88.00.

Juvenile Court is requesting that Stacy Blair attend a Cost Accounting Conference in Dublin, Ohio October 10 & 11, 2002, at the cost of \$219.00.

The Engineer’s Office is requesting that Chris Bauserman, Scott Pike and Brett Bergefurd attend an Ohio Stormwater and Drainage Conference in Columbus, Ohio October 9 & 10, 2002, at the cost of \$466.00.

Juvenile Court is requesting that Amy Craig attend a Evalution Conference in Delaware, Ohio October 1, 2002, at the cost of \$40.00.

The Commissioner’s Office is requesting that Deborah Martin attend a Workforce Development and Human Services Conference in San Francisco, California November 14 to 17, 2002, at the cost of \$1,345.00.

The Department of Job and Family Services is requesting that Mona Reilly attend a Workforce Development and Human Services Conference in San Francisco, California November 14 to 17, 2002, at the cost of \$1,345.00.

The Emergency Services Department is requesting that Larry Fisher, David Hall and Bob Lavender attend a LAEM 2002 Annual Conference in Columbus, Ohio October 12 to 16, 2002, at the cost of \$1,435.00.

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

RESOLUTION NO. 02-1250

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:

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Angela Thomas 1 Class \$200.00

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

RESOLUTION NO. 02-1251

IN THE MATTER OF APPROVING PLATS FOR GOLF VILLAGE SECTION 3, PHASE B; GOLF VILLAGE SECTION 4, PHASE A; GOLF VILLAGE SECTION 4, PHASE B AND WATERFORD WOODS:

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

Golf Village Section 3, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, And Lying In Farm Lot 4, Section 2, Township 3 North, Range 19 West And Farm Lots 1 And 23, Section 3, Township 3 North, Range 19 West, United States Military District And Containing 0.001 Acres In Farm Lot 1, 0.175 Acres In Farm Lot 4 And 8.825 Acres In Farm Lot 23, Being 9.001 Acres, More Or Less, Including 1.623 Acre Of Right-Of-Way, Out Of The 33.661 Acre Tract Conveyed To Centex Homes, By Deed Of Record In O.R. 117, Pages 2212-2215, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$54.00.

Golf Village Section 4, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lots 1 And 4, Section 2, Township 3, Range 19 United States Military District And Containing 3.146 Acres In Farm Lot 1, 10.897 Acres In Farm Lot 4, Being 14.043 Acres, More Or Less, Including 2.989 Acres Of Right-Of-Way, Out Of The 36.906 Acre Tract Conveyed To Centex Homes, By Deed Of Record In O.R. 219, Page 1356 Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$81.00

Golf Village Section 4, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot 1, United States Military District, Being 22.864 Acres, More Or Less. Including 2.657 Acres Of Right-Of-Way, Out Of The 36.906 Acre Tract Conveyed To Centex Homes, By Deed Of Record In O.R. 219, Page 1356, Record Of The Recorder’s Office, Delaware County, Ohio. Cost \$90.00.

Waterford Woods

Situated In The Township Of Concord, County Of Delaware, State Of Ohio, Located In Farm Lot 5 In R. Cooper’s Virginia Military Survey No. 2547, Containing 7.306 Acres More Or Less, Being Part Of A 11.752 Acre Tract As Conveyed To Carole W. Kowaluk And Recorded In Official Record Volume 167, Page 1701. Cost \$9.00.

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

RESOLUTION NO. 02-1252

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR SHEFFIELD PARK SECTION 1:

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

Sheffield Park Section 1

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 30<sup>th</sup> day of September 2002, between CENTEX HOMES as evidenced by the SHEFFIELD PARK SECTION 1 Construction plans filed with the Delaware County Engineer, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is governed by the following considerations, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT, said SUBDIVIDER shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 9/24/02, 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



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**RESOLUTION NO. 02-1253**

**IN THE MATTER OF ACCEPTING ROADS IN COVINGTON MEADOWS SECTION 2; HIGHLAND HILLS AT THE LAKES SECTION 3, PHASE 1; HIGHLAND HILLS AT THE LAKES SECTION 3, PHASE 2; AUGUSTA WOODS SECTION 2; WALKER WOOD SECTION 5; ABBEY KNOLL SECTION 3, PHASE 1; ABBEY KNOLL SECTION 3, PHASE 2; ORANGEPOINT COMMERCE PARK PHASE 2 AND OLDE STATE FARMS:**

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

**Covington Meadows Section 2**

The roadway to be accepted is as follows:

- An addition of 0.16 mile to **Township Road Number 981, Covington Meadows Drive**
- **Totten Springs Drive**, to be known as **Township Road Number 1280**
- **Country Meadow Court**, to be known as **Township Road Number 1281**

**Highland Hills at the Lakes Section 3, Phase 1**

The roadway to be accepted is as follows:

- An addition of 0.07 mile to **Township Road Number 1252, Royal County Down**

**Highland Hills at the Lakes Section 3, Phase 2**

The roadway to be accepted is as follows:

- An addition of 0.11 mile to **Township Road Number 1252, Royal County Down**
- **Killarney Court**, to be known as **Township Road Number 1276**
- **Tralee Lane**, to be known as **Township Road Number 1277**
- **Lahinch Court**, to be known as **Township Road Number 1278**

**Augusta Woods Section 2**

The roadway to be accepted is as follows:

- **Augusta Woods Terrace**, to be known as **Township Road Number 1275**

**Walker Wood Section 5**

The roadway to be accepted is as follows:

- **Maddie Court**, to be known as **Township Road Number 1279**

**Abbey Knoll Section 3, Phase 1**

The roadway to be accepted is as follows:

- An addition of 0.11 mile to **Township Road Number 1222, Allison Street**

**Abbey Knoll Section 3, Phase 2**

The roadway to be accepted is as follows:

- An addition of 0.15 mile to **Township Road Number 1219, Abbey Knoll Drive**

**Orangepoint Commerce Park Phase 2**

The roadway to be accepted is as follows:

- An addition of 0.22 mile to **Township Road Number 809, Orangepoint Drive**

**Olde State Farms**

The roadways to be accepted are as follows:

- **Coltsbridge Drive**, to be known as **Township Road Number 1282**

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- **Twin Pines Loop**, to be known as **Township Road Number 1283**
- **Bromfield Place**, to be known as **Township Road Number 1284**

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

**RESOLUTION NO. 02-1254**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR COVINGTON MEADOWS SECTION 2; HIGHLAND HILLS AT THE LAKES SECTION 3, PHASE 2; AUGUSTA WOODS SECTION 2; WALKER WOOD SECTION 5; AND OLDE STATE FARMS:**

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

**Stop Conditions – Covington Meadows Section 2**

- On Township Road Number 1280, Totten Springs Drive, at its intersection with Township Road Number 981, Covington Meadows Drive
- On Township Road Number 1280, Totten Springs Drive, at its intersection with County Road Number 108, Tussic Street Road
- On Township Road Number 1281, Country Meadow Court, at its intersection with Township Road Number 981, Covington Meadows Drive

**Stop Conditions –Highland Hills at the Lakes Section 3, Phase 2**

- On Township Road Number 1276, Killarney Court, at its intersection with Township Road Number 1252, Royal County Down
- On township Road Number 1277, Tralee Lane, at its intersection with Township Road Number 838, Highland Hills Drive
- On township Road Number 1278, Lahinch Court, at its intersection with Township Road Number 838, Highland Hills Drive

**Stop Conditions – Augusta Woods Section 2**

- On Township Road Number 1275, Augusta Woods Terrace, at its intersection with Township Road Number 980, Augusta Woods Court

**Stop Conditions – Walker Wood Section 5**

- On Township Road Number 1279, Maddie Court, at its intersection with Township Road Number 867, Walker Wood Boulevard

**Stop Conditions – Olde State Farms**

- On Township Road Number 1282, Coltsbridge Drive, at its intersection with County Road Number 10, South Old State Road
- On Township Road Number 1283, Twin Pines Loop, at its east and west intersection with Township Road Number 1282, Coltsbridge Drive
- On To2nship Road Number 1284, Bromfield Place, at its intersection with Township Road Number 1283, Twin Pines Loop

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

**RESOLUTION NO. 02-1255**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SCIOTO RESERVE SECTION 1, PHASE 5; SCIOTO RESERVE SECTION 1, PHASE 6; WILLOW BEND SECTION 1, PHASE 2 AND SHERBROOK PHASE 10:**

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

**Scioto Reserve Section 1, Phase 5**

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 2003 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$24,657** for the duration of the one year maintenance period. A Bond in that amount is available.

**Scioto Reserve Section 1, Phase 6**

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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 2003 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at \$22,079 for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

Willow Bend Section 1, Phase 2

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 2003 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at \$30,100 for the duration of the one year maintenance period. A Bond in that amount is attached. He also request approval to return the Bond being held as construction surety to the developer, Big Walnut Associates.

Sherbrook Phase 10

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 2003 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at \$413,000 for the duration of the one year maintenance period. An Amendment to the original Letter of Credit is attached. A copy of this Amendment is available.

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

RESOLUTION NO. 02 -1256

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

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

Permit #	Applicant	Location	Type of Work
U02162	Verizon	Big Walnut Road	Place aerial cable

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

RESOLUTION NO. 02 -1257

IN THE MATTER OF APPROVING THE VACATION OF AND THE REPLACEMENT OF A DRAINAGE EASEMENT FOR DAVENTRY PARK SECTION 1 PHASE 3:

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

The following is a description of a drainage easement for Daventry Park Section 1, Phase 3 Subdivision from Evans, Mechwart, Hambleton & Tilton. EMH&T would like to have the easement as recorded on the plat of this subdivision vacated and replaced with the attached description due to the original easement not accurately reflecting the 100 year flood limits of the Olentangy River.

EASEMENT VACATION  
0.117 ACRE

Situated in the State of Ohio, County of Delaware, Township of Liberty, located in Farm Lots 2 and 3, Quarter Township 4, Township 3, Range 19, United States Military Lands and being across Lot 2707 of that subdivision entitled “Daventry Park Section 1 Phase 3” of record in Cabinet 2, Slots 336, 336A-336B (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the southeasterly corner of said Lot 2707, being in the easterly right-of-way line of Riverpoint Court;

thence North 63° 55’ 59” East, with the easterly line of said Lot 2707, a distance of 137.30 feet to a point in the westerly line of a Delaware County drainage easement as shown on said “Daventry Park Section 1 Phase 3,” the True Point of Beginning;

thence with the westerly perimeter of said Drainage Easement, the following courses and distances:

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North 04° 17’ 02” West, a distance of 6.93 feet to a point;

North 51° 48’ 52” West, a distance of 140.21 feet to a point; and

North 71° 18’ 17” West, a distance of 50.61 feet to a point in the westerly line of said Lot 2707;

thence North 13° 29’ 33” East, with said westerly line, a distance of 11.11 feet to a point;

thence across said Lot 2707, the following courses and distances:

North 88° 58’ 39” East, a distance of 14.42 feet to a point;

South 70° 49’ 31” East, a distance of 94.26 feet to a point; and

South 47° 40’ 47” East, a distance of 111.74 feet to a point in said easterly line;

thence South 63° 55’ 59” West, with said easterly line, a distance of 33.39 feet to the True Point of Beginning, containing 0.117 acre of land, more or less.

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

RESOLUTION NO. 02-1258

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND OAKWOOD YOUTH SERVICES:

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

Contract for Child Placement and Related Services

This Contract is entered into by and between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, a Title IV-E Agency, hereinafter “Agency” whose address is 140 N. Sandusky Street, Delaware, Ohio, and Oakwood Youth Services, Inc. hereinafter “Provider” whose address is 64 Penney Avenue, Newark, Ohio 43055. This Contract sets forth the terms and conditions between the parties for placement and related services for children who are in the care and custody of the Agency.

RECITALS

Whereas, the Agency is responsible under Chapter 5153. Ohio Revised Code (ORC) for the custody and care of, and protective services for dependent, neglected and abused children; and,

Whereas, the Agency is authorized under Chapter 5153. Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

Whereas, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located,

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

ARTICLE I  
DEFINITIONS GOVERNING THIS CONTRACT

The following definitions shall govern this Contract:

- 1. IV-E Allowable Costs mean those costs as specified in accordance with 5101:2-47-11(C) and 5101:2-47-25 of the Ohio Administrative Code.
- 2. IV-E Unallowable Costs mean those cost as specified in accordance with 5101:2-47-11(C) and 5101:2-47-26 of the Ohio Administrative Code.
- 3. C.F.R. mean Code of Federal Regulations.
- 4. Administration Costs mean those costs as specified in 45 C.F.R. 1356.60.
- 5. Maintenance Costs mean those costs as specified in 42 U.S. Code 675 (4) (A).



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6. Foster Home means a licensed private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children nonsecure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of foster homes.

7. Family Foster Home means a foster home that is not a specialized foster home.

8. Specialized Foster Home means a Medically Fragile Foster Home or a Treatment Foster Home.

(1) Medically Fragile Foster Home means a foster home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:

(a) under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111. for long-term care services the children require a skilled level of care;

(b) the children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;

(c) the children require the services of a registered nurse on a daily basis;

(d) the children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.

(2) Treatment Foster Home means a foster home that incorporates special rehabilitative services designed to treat the specific needs of the children received in the foster home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.

9. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).

10. Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.

11. Office of Management and Budget (OMB) Circular A-110. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.

12. Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.

13. Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.

14. Office of Management and Budget (OMB) Circular A-133. Audits of States, Local Government and Non-Profit Organizations.

**ARTICLE II  
SCOPE OF PLACEMENT SERVICES**

1. Provider agrees to provide placement and related services for children in the care and custody of the Agency as consistent with current state and federal laws, federal and state regulations, and those Agency's policies and procedures that have been made available to the Provider

**ARTICLE III  
CONTRACT TERM**

1. This Contract is in effect from June 26, 2002, through June 30, 2003 unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date.

**ARTICLE IV  
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES**

1. The maximum amount payable pursuant to this Contract is \$100,000 and no cents (\$100,000.00) for placement and related services. However, it is understood that the actual amount paid may be less, based upon services

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provided and reports received.

2. Agency agrees to pay Provider on the basis of a daily per diem for the placement for each child as identified in each child's Individual Child Care Agreement.

3. Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.

4. Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:

1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable.
2. Billing date and the billing period;
3. Name of child, date of birth of child, child's FACSIS case number, and child's social security number, if available;
4. Admission date and discharge date, if available;
5. Agency number, (if any);
6. Per diem cost and per diem reimbursement for the following categories:
  - A. Maintenance
  - B. Administration
  - C. Case Management
  - D. Transportation
  - E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)
  - F. Behavioral Healthcare
  - G. Other costs - (any other cost the Agency has agreed to participate in)

5. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract 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 (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

**ARTICLE V  
TERMINATION; BREACH AND DEFAULT**

A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) days in advance of termination sent by certified mail, return receipt requested, to the first known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of such termination.

B. Notwithstanding ARTICLE V, Section A, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if the Agency discovers illegal conduct on the part of Provider involving the health, safety or welfare of the child, any violation of ARTICLE X of the Contract, or loss of funding as set forth in ARTICLE IV.

C. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.

D. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.

E. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the cost incurred prior to receipt of notice of termination. The reimbursement will be calculated by the Agency based on the rate set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for cost incurred by the Provider subsequent to the date of receipt of notice of termination.

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F. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

G. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

**ARTICLE VI  
PROVIDER RESPONSIBILITIES**

1. Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within 30 days of placement or within a reasonable time thereafter as agreed to by the parties.

2. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board or his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.

3. Provider agrees to submit a monthly progress report as negotiated by the parties for each child no later than the 15th day of each month to be submitted with the monthly invoice. The progress report will be based on the child's case plan and should include documentation of services provided to the child. Failure to submit the progress report along with the monthly invoice will result in a delay of payment, until such time that the Provider comes into compliance.

4. Provider agrees that while Provider may have input into the development of the child's case plan, that and all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that Agency is the final authority.

5. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within forty-eight (48) hours. Provider also agrees to notify the Agency, when and if any of the following safety conditions exists: (1) the child is absent without leave, (2) the child received emergency treatment from a medical professional, (3) the child is involved in a critical incident, (4) the child is a victim or perpetrator of an assault, (5) the child's medication has changed, (6) the child is suspended or expelled from school, (7) the filing of any law enforcement report involving the child or (8) when physical restraint is used/applied.

6. Provider agrees to submit each child's assessment and treatment plans within thirty days of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment. Provider will submit said documentation with that month's invoice.

7. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.

8. Provider agrees that for each child who is being terminated from substitute care to submit a discharge summary with that month's invoice or within 20 days following discharge, whichever is greater.

9. Provider agrees to provide additional services as agreed to in the case plan (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities, as provided in the Individual Child Care Agreement).

10. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

**ARTICLE VII  
AGENCY RESPONSIBILITIES**

1. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review and revision.

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2. Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten calendar days.
3. Agency agrees to provide a copy of the social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement.
4. Agency agrees to review the Provider's Invoice for completeness before making reimbursement. Any undisputed Invoice received within the time frame specified by the Agency will be promptly paid to the Provider within forty-five (45) days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.
5. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

**ARTICLE VIII  
PROVIDER ASSURANCES AND CERTIFICATIONS**

1. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
2. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
3. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
4. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
5. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
6. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
7. Provider certifies compliance with the American with Disabilities Act, Public Law 101-226.
8. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
9. Provider certifies that it will provide a copy of its license(s) or an ODJFS letter extending a previous license, to the Agency prior to the signing of the contract.
10. Provider certifies that it will seek to maintain its license, and that upon receipt of the renewal of its license or upon receipt of an ODJFS letter extending a previous license, a copy of the license will be provided to the Agency within five business days.
11. Provider certifies that it will notify Agency within 24 hours if it receives any status other than full licensure.
12. Provider certifies that it will not deny or delay services to eligible persons because of the persons race, color, religion, national origin, gender, orientation, disability or age.

**ARTICLE IX  
RECORDS RETENTION REQUIREMENTS**

1. Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code requirements, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract are treated according to the following terms:

(1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services for a minimum of three years after reimbursement for services rendered under this Contract.

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(2) If an audit, litigation, or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.

2. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Agency. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.

3. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

4. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

**ARTICLE X  
INDEPENDENT CONTRACTOR**

1. Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative.

**ARTICLE XI  
LIMITATION OF LIABILITY**

1. The Agency's maximum liability under this contract is limited to the total dollar amount specified in Article IV(B) above, provided that this amount is appropriated and certified as available in accordance with Revised Code 5101.41 (D)(1).

**ARTICLE XII  
AUDITS**

1. The Provider shall conduct or cause to be conducted an annual independent audit of its financial statement in accordance with the requirements specified in the rules 5101:2-47-231, 5101:2-47-261 and 5101:2-47-262 of the Ohio Administrative Code. If the Provider is an Ohio Title IV-E Provider then the Provider shall also conduct or cause to be conducted an annual independent audit of its Title IV-E cost report. The audit of the cost report shall be conducted in accordance with Government Auditing Standards (GAS) and shall express an opinion on the financial statements and a report on compliance and internal control over financial reporting. A copy of the annual audit report shall be filed with the Agency at the time that Provider files its cost report with the ODJFS pursuant to the cost report filing schedule set forth in rule 5101:2-47-261 of the Ohio Administrative Code.

2. The Agency shall be responsible for receiving, replying to and arranging compliance with any audit exception found by any state or federal audit of this agreement as it pertains to federal, state or county funding of this contract. The Agency shall notify the Provider within five business days of any adverse findings against the Provider. Upon receipt of notification by the Agency, Provider shall fully cooperate with the Agency or other party having jurisdiction and timely prepare and send to the Agency its written response to the audit exception.

3. The Provider shall be liable for any audit finding(s) that results solely from its acts or omissions in the performance of this contract. The Agency shall be liable for any audit findings that result solely from its acts or omissions in the performance of this contract. In the event that the audit findings results from the acts or omissions of both the Agency and the Provider, the financial liability for the audit finding shall be shared by the parties in proportion to their relative fault.

4. For the purpose of this section, the term "audit finding" shall include federal disallowance and deferrals, or any financial penalties assessed by ODJFS pursuant to rule 5101:2-33-19 of the Administrative Code.

5. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:

1. Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations,
2. Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,

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3. Where applicable, Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government,
  4. Where applicable, Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-Profit Organization
  5. Ohio Administrative Code rule 5101:2-47-11(C), Allowable and Unallowable Cost Guidelines,
  6. Ohio Administrative Code rule 5101:2-47-25 Foster Care Maintenance Rate Setting: Allowable Cost for Use in Completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report
  7. Ohio Administrative Code Section 5101:2-47-26, Foster Care Maintenance Rate Setting: Unallowable Costs for Use in Completing the ODHS 02909 Residential Child Care Facility Cost Report and the ODHS 02910 Purchased Family Foster Care Cost Report.
  8. If reporting requirements are not addressed in either of the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.
  9. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with the Ohio Department of Job and Family Services (ODJFS). Failure to timely file the Title IV-E cost report will result in a financial penalty of 50%. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.
6. If Provider receives a special audit as described in Chapter 117.13(B) of the Ohio Revised Code, then the following applies: Any costs of an audit of the provider receiving public money for its use shall be charged to the public office providing public money in the same manner as an audit of the public office except in the following circumstances:
- (1) If an audit of a provider receiving public money from a Agency for providing child welfare or child protection services sets forth that the money has been illegally expended, converted, misappropriated, or is unaccounted for, the cost of the audit shall be charged to the provider being audited in the same manner as costs of an audit of a public office, unless the findings are inconsequential, as defined by Government Auditing Standards.
  - (2) If such an audit does not set forth that money has been illegally expended, converted, misappropriated, or is unaccounted for or sets forth findings that are inconsequential, as defined by Government Auditing Standards, the cost of the audit shall be charged as follows:
    - (a) one-third of the costs to the Provider being audited,
    - b) one-third of the costs to the Agency that provided the public money to the Provider being audited.
    - (c) one-third of the costs to the Ohio Department of Job and Family Services.

**ARTICLE XIII  
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

1. The Agency and Provider agree to be bound by the Grievance/Dispute Resolution process as negotiated between the parties and provided to each in writing.

**ARTICLE XIV  
AMENDMENTS**

1. This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this contract will be incorporated into this contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

**ARTICLE XV  
NOTICE**

1. Notice to the Agency regarding any of the terms and conditions of this contract should be provided to the Agency's Executive Director at Delaware County Department of Job and Family Services at 140 N. Sandusky Street, Delaware, Ohio 43015.

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2. Notice to the Provider regarding any of the terms and conditions of this contract should be provided to the Corporate President at Oakwood Youth Services, Inc., 64 Penney Avenue, Newark, Ohio 43055.

ARTICLE XVI  
CONSTRUCTION

This contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

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

RESOLUTION NO. 02-1259

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR WEDGEWOOD SECTION 11:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for Wedgewood Section 11 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-1260

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Ward, seconded by Mrs. Martin to certify the Sanitary Sewer Capacity charges as follows:

7950 West Orange Ave. Delaware, Ohio 43015

In the amount of \$5,900.00 with \$687.94 finance charge (pro-rated over a 3 year period) making total of \$6,587.94 for placement on tax duplicate. Bi-annual payment being \$1,097.99.

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

RESOLUTION NO. 02-1261

IN THE MATTER OF ACCEPTING WARRANTIES, AS-BUILT DRAWINGS, O&M MANUALS, CONTRACTOR AFFIDAVIT, PREVAILING WAGE AFFIDAVIT, PUNCHLIST CERTIFICATION AND PAYING RETAINAGE FOR BID PACKAGE 15 (GLEESON CONSTRUCTION); BID PACKAGE 10 (CHEMCOTE PAVING); BID PACKAGE 13 (CHEMCOTE ROOFING) AND BID PACKAGE 19 (OTIS ELEVATOR):

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

Gleeson Construction	\$ 20,355.00
Chemcote Paving	\$ 12,813.00
Chemcote Roofing	\$ 28,335.04
Otis Elevator	\$ 17,599.00

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

RESOLUTION NO. 02-1262

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PUBLIC DEFENDER:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
10011202 - 530	General Fund/Public Defender - Srvs & Chrgs	\$ 100,000.00
Vote on Motion	Mrs. Martin	Aye                      Mr. Wuertz                      Absent                      Mr. Ward                      Aye

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RESOLUTION NO. 02-1263

IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:

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

WHEREAS, the Board of County Commissioners placed on the November 1998 ballot the continuance of .75% sales tax effective January 1, 1999, with .25% to go towards a 1.00 mill roll back of the General Fund Property Tax collection during 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008; and

WHEREAS, The Board of County Commissioners has passed Resolution No. 02-1164 to reduce the property tax collection rate from 1.8 mills to 1.0 mill for tax year 2002 for collection in year 2003 in accordance with ORC 5705.313 (A) (2)

WHEREAS, the Budget Commission of Delaware County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET  
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

DELAWARE COUNTY TAX YEAR 2002  FUND	Amount Approved by Budget Commission  Inside 10 M. Limitation	Amount to Be Derived from levies  Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
General Fund	3,555,734.70		1.00	
Permanent Improvement Fund	355,573.47		0.10	
Developmental Disabilities Fund		7,467,042.87		2.10
9-1-1 - Operations Fund		945,619.47		0.31
TOTAL	3,911,308.17	8,412,662.34	1.10	2.41

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

EMS Visit-Harlem Station

There being no further business the meeting adjourned.



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Deborah B. Martin

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James D. Ward

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

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Letha George, Clerk to the Commissioners