

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 24, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

9:45 AM Public Hearing # 2 For The Community Housing Improvement Program (Chip) 2003 CDBG Program

10:00 AM Bid Opening Date And Time For The 2003 Roadside Mowing Program (50 Channing Street)

PUBLIC COMMENT

RESOLUTION NO. 03-384

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 20, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held March 20, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-385

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0321:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0321 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>Vouchers</b>			
B and C Communications	Equipment	40211408-5450	\$ 5,972.40
		21411306-533333301	\$ 846.50
		10011304-533333301	\$ 846.50
CCAO SC	Gas/Utility/Commissioners	10011105-533833810	\$ 18,638.90
AEP	Electric Service	10011105-533833802	\$ 10,497.41

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

RESOLUTION NO. 03-386

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 69.34 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

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

Whereas on February 12, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Crabbe, Brown and James LLP, agent for the petitioners, of 69.34 Acres, more or less, in Liberty Township to the City of Delaware.

Whereas, ORC Section 709.23-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 69.34 Acres, more or less, in Liberty Township to the City of Delaware.

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

RESOLUTION NO. 03-387

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
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**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, BUCKINGHAM, DOOLITTLE AND BURROUGHS, LLP, REQUESTING ANNEXATION OF 119.655 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to acknowledge that on March 18, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 119.655 acres from Orange Township to the City of Columbus.

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

**RESOLUTION NO. 03-388**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, SMITH AND HALE, REQUESTING ANNEXATION OF 107.71 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to acknowledge that on March 19, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 107.71 acres from Orange Township to the City of Columbus.

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

**RESOLUTION NO. 03-389**

**IN THE MATTER OF PROCLAIMING APRIL AS OHIO'S BICENTENNIAL FAIR HOUSING MONTH IN DELAWARE COUNTY:**

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

- WHEREAS, the State of Ohio is celebrating Ohio's Bicentennial in 2003; and
- WHEREAS, the Bicentennial is a time to reflect on the State's past accomplishments, rich history and culture and an opportunity to dream about the future; and
- WHEREAS, April has traditionally been designated as FAIR HOUSING MONTH by the President of the United States and by the U.S. Department of Housing and Urban Development; and
- WHEREAS, the mission of fair housing in Ohio is to improve the quality of life for all residents and celebrate Ohio's fair housing law which is substantially equivalent to the federal Fair Housing act; and
- WHEREAS, the principle of Fair Housing is not only law, but a basic human necessity and an inalienable right inscribed in the constitution of the State of Ohio as adopted in 1851; and
- WHEREAS, both Ohio's statehood and fair housing accomplishments should be celebrated.

NOW THEREFORE, We, the Board of Commissioners of Delaware County, Ohio wish to acknowledge the County's endorsement and commitment to celebrate the State of Ohio's Bicentennial and the Policy of Fair and Equal Access to Housing and do hereby proclaim the month of April as Ohio's Bicentennial Fair Housing Month and encourage its citizens to celebrate Ohio's statehood by acquainting themselves with their rights that are protected under the law, and join in reaffirming a commitment to Fair Housing for all regardless of race, color, religion, sex, national origin, ancestry, familial or disability status.

Adopted this 24 day of March, 2003

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

**RESOLUTION NO. 03 -390**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Department of Job and Family Services is requesting that Tracey Merrin and Chad Richardson attend a Youth Development Workshop-Occupational Skills Training in Columbus, Ohio March 27, 2003, at the cost of \$100.00.

The Department of Job and Family Services is requesting that Celia Vail attend an Understanding Personality Disorder Training in Columbus, Ohio April 7, 2003, at no cost.

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The Department of Job and Family Services is requesting that Chad Richardson and Heather Roberts attend a Budgeting Workshop in Crawford County April 17, 2003, at the cost of \$20.00.

The Department of Job and Family Services is requesting that Chad Richardson attend a Youth Development Workshop-Job Shadowing Training in Columbus, Ohio March 27, 2003, at the cost of \$50.00

The Court of Common Pleas is requesting that Erin Kline and Larry May attend a Moral Reconciliation Therapy (Cognitive Skills) Training in Memphis, Tennessee on April 7 to 11, 2003, at the cost of \$2,811.00.

The Emergency Services department is requesting that John Tracy, Cheryl VanGundy and Sharon Creamer attend an APCO 69<sup>th</sup> Annual Conference and Exposition in Indianapolis, Indiana August 9 to 14, 2003, at the cost of \$3,446.80.

The Engineer's Office is requesting that Bob Walker, Junior Yates, Mark Jones and Mike Forman attend a Bridge Workers, Supervisors and Engineer's Conference in Mt. Sterling, Ohio, April 9 to 10, 2003, at the cost of \$650.00.

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

**RESOLUTION NO. 03-391**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE RECORDER'S OFFICE:**

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

**TRANSFER OF APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
FROM:	TO:	
10011102-5901 General Fund/Contingency	10013101-5001Recorder/Salaries	\$ 15,465.60
10011102-5901 General Fund/Contingency	10013101-5120Recorder/PERS	\$ 2,095.59
10011102-5901 General Fund/Contingency	10013101-5131Recorder/Medicare	\$ 224.25
10011102-5901 General Fund/Contingency	10013101-5101Recorder/Hospital Insurance	\$ 7,360.00

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

**RESOLUTION NO. 03-392**

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN TULLER SQUARE NORTHPOINTE LLC, AND THE DELAWARE COUNTY CLERK OF COURTS TITLE DIVISION:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to execute the lease agreement between Tuller Square Northpointe LLC, an Ohio Limited Liability Company at 191 West Nationwide Boulevard Suite 200 Columbus, Ohio 43215 (Landlord) and the Delaware County Clerk Of Courts Title Division 91 North Sandusky Street Delaware, Ohio 43015 (Tenant) for the lease of the premises at 8647 Columbus Pike Lewis Center, Ohio 43035.

(A copy of the contract is available in the Commissioners Office until no longer of administrative value).

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

**RESOLUTION NO. 03-393**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN ALTERNATIVE SERVICES CONCEPTS, LLC AND DELAWARE COUNTY FOR CLAIM SERVICES:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the Alternative Services Concepts, LLC contract.

**Claims Service Contract**

This agreement is made and entered into with an effective date of May 1, 2002 between Alternative Services Concepts, LLC, a Delaware Corporation, with principal offices at One South Wacker Drive, Suite 2700, Chicago, IL 60606, and mailing address at 1415 Murfreesboro Road P.O. Box 305148, Nashville, Tennessee 37230-5148, hereinafter referred to a "ASC", and Delaware County, Ohio with principal offices in Delaware, Ohio, Hereinafter

Whereas, "ASC" is in the claims service business; and,

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Whereas, "Client" desires to contract with "ASC" as its claims service company to service the claims of the "Client" arising out of claims presented by May 1, 2002 through May 1, 2003 for their operations, activities, programs, and facilities located in Delaware County, Ohio, that are covered by self-insured retentions and excess insurance policies purchased by "Client" for multiple lines of property and liability purposes through Willis Pooling brokerage.

Now Therefore, "ASC" and "Client" contract as follows:

**"ASC" Agrees:**

1.     A)     To review all claim and/or loss reports with claim and/or loss dates subsequent to the retroactive date specified in the policies issued by the excess carriers and reported to "ASC" during the term of this Contract, which involves claims against "Client" and/or claims by "Client" under said coverages.
- B)     To review all claim and/or loss reports with occurrence dates as provided under said coverages specified in the policies issued the carriers and reported to "ASC" during the term of this contract, which involves
- C)     To investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of One Thousand Dollars (\$1,000.00).
- D)     To investigate, adjust, settle or resist all such losses and/or claims as are in excess of the agreed discretionary settlement authority limit of One Thousand Dollars (\$1,000.00) only with specific prior approval of "Client".
2. To furnish claim forms necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim/or loss. Such files shall be the exclusive property of "Client". Such files are available for review by "Client" during normal business hours with reasonable notice.
4. To Furnish reports as outlined in the attached schedule of Reports.
5. To indemnify, defend and hold harmless "Client" with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts or other negligence on the part of "ASC" and/or its employees unless the complained of actions of "ACS" were taken at the specific direction of "Client".
6. That in the performance of this Agreement to not discriminate against any person because of race, color, sex, religion, national origin, handicap, age, or Vietnam-era veteran status.
7. To comply with the laws of the State Of Ohio relating to insurance coverage and to carry during the performance of this Agreement and keep in full force;
  - A)     Workers' Compensation coverage for its employees. A copy of a document evidencing such coverage shall be furnished to the "Client" Prior to commencement of the services.
  - B)     Professional Liability Insurance and General Liability Insurance in the amount of \$1,000,000.00. A copy of a document (preferably a certificate of insurance) evidencing such coverage shall be furnished to the "Client" prior to commencement of services.

**"Client" Agrees:**

1. To pay as requested by "ASC" claim and/or loss payments and associated allocated expense.
2.     A)     To pay "ASC" the service fee as prescribed in the Fee Schedule (available in the Commissioners Office with contract until no longer of administrative value).
- B)     To pay "ASC" within thirty (30) days of the effective date of all invoices. All past due invoices are subject to an interest penalty of one and one-half percent (1 ½%) per month.
3.     A)     To pay all Allocated Loss Expense not to exceed \$5,000.00 without executed written addendum to this contract, in addition to the claim service fee to paid to "ASC" as prescribed in this Contract.
- B)     Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial experts' fees (i.e.) engineering, physicians, chemists, ect.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for collection of subrogation on behalf of "Client".

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C) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by "ASC" at the request

4. Not to sue or bring any claim or cause of action against "ASC" for its action, or inaction, taken at the specific

5. To pay "ASC" for additional expenses, including the printing of computer compatible vouchers, carrier cost, on-line access, magnetic tapes, data transfer, other programming, or other printing specifically requested by "Client" at "ASC's" cost not to exceed \$500.00 without executed written addendum to this contract.

6. To pay "ASC" additional fees at a rate of Seventy-five Dollars (\$75) per hours plus additional expenses not to exceed \$2,500.00 without executed written addendum to this contract for the attendance at hearings and/or trials and catastrophic losses. A catastrophic loss is defined as any single incident involving Ten (10) or more Claimants and/or property losses over Fifty Thousand Dollars (\$50,000.00) in one single occurrence.

7. To pay "ASC" additional fees at a rate of Seventy-five Dollars (\$75) per hours plus additional expenses not to exceed \$2,500.00 without executed written addendum to this contract for property losses with payments/reserves in excess of Twenty-Five Thousand Dollars (\$25,000.00).

**"ASC" and "Client" mutually agree as follows:**

1. (A) The term of this Contract is continuous from its effective date for one (1) year. This Contract may be terminated by either "ASC" or "Client".

(B) "Client" shall have the option upon termination or expiration of this Contract:

(i) To self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of this Contract, such handling not to result in any expense or reduction in Contract revenue to "ASC" ; or

(ii) Should this contract renew simultaneously, to have "ASC" handle and adjust to a conclusion said claims and/or losses which have been reported during the term of this contract and which are open on the date of expiration of this contract. In the event that this contract terminates or expires for any reason without a simultaneous renewal, to have "ASC" handle and adjust to a conclusion all claims which have been reported to "ASC" and are open or pending in the expiration date of this contract for an additional fee of Two Hundred Fifty Dollars (\$250.00) per open claim per year. Sufficient funds of "Client", including allocated claim and/or loss expense, shall remain available to "ASC" to liquidate such claims and/or losses.

2. This Contract covers Claim Service for "Client" in the United States of America.

3. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.

4. In the event any one or more of the provisions of this contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect, as if said invalid or unenforceable portion had not been included in this contract.

5. This contract shall be construed and interpreted in accordance with the laws of the state of Ohio.

6. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified, or waived except in writing signed by a duly authorized representative of "ASC" and "Client".

7. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

8. To not employ a person who has been employed by the other party at any time during the term of this contract, unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of this contract for a period of one (1) year.

9. During the term of this contract, "ASC" will store, at its expense, closed files for a period of five (5) years from the date of closure or the date of the last compensation, whichever is latest. After the period, files will either be returned to the "Client" or stored by "ASC" at "Client's" option and expense. If stored by "ASC", "Client" will be charged a one-time inventory fee and monthly storage fees at "ASC's" outside vendor's then prevailing rates.

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

**RESOLUTION NO. 03-394**

**IN THE MATTER OF APPROVING THE PHONE SERVICE CONTRACT WITH NEXTEL FOR THE DELAWARE COUNTY INTENSIVE SUPERVISION EMPLOYEES:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the contract.

(A copy of the contract is available in the Commissioners Office until no longer of administrative value).

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

**RESOLUTION NO. 03-395**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR WOODLAND HALL SECTION A, PHASES 1 & 2 AND GOLF VILLAGE SECTION 6, PHASE B PART 1:**

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

<b>Woodland Hall Section A, Phases 1 &amp; 2</b>	2,430 feet of 8 inch sewer	27manholes
	2,595 feet of 10 inch sewer	
<b>Golf Village Section 6, Phase B Part 1</b>	1,942 feet of 8 inch sewer	10 manholes

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

**RESOLUTION NO. 03-396**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR ESTATES OF GLEN OAK SECTION 2:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve sanitary sewer plan for Estates at Glen Oak Section 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 03-397**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR EMERGENCY MANAGEMENT:**

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

<b>TRANSFER OF APPROPRIATION</b>		
<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT</b>
21511314-5201	21511314-5313	
EMA/FY2002/Mat & Supplies	EMA/FY2002/Services & Charges	\$ 1,000.00

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

**RESOLUTION NO. 03-398**

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY that the Board of Commissioners will continue to allow the Delaware-Union Educational Service Center to reside in

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the Delaware County Joint Vocational School District, with the agreement of said school district, located at 4565 Columbus Pike for the remainder of the phase-out period upon the following terms.

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

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. 03-399**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS:**

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

**TRANSFER OF FUNDS**

FUND NUMBER:	FUND NAME:	AMOUNT:
<b>FROM:</b>	<b>TO:</b>	
40640405-5801	50111117-4601	
Tartan Fields - Transfers	Bond Retirement - Transfer In/Interfund Revenue	\$ 68,920.93

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

**Presentation-Regional Growth Strategy –Bill Habig and Kimberly Gibson**

**RESOLUTION NO. 03-400**

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**9:45 AM - IN THE MATTER OF OPENING THE PUBLIC HEARING # 2 FOR THE CDBG FY2003  
COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP):**

It was moved by Mr. Jordan, seconded by Mrs. Martin to open the hearing at 9:45AM.

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

**RESOLUTION NO. 03-401**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR THE CDBG FY2003  
COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP):**

It was moved by Mrs. Martin, seconded by Mr. Jordan to close the hearing at 9:47AM.

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

**RESOLUTION NO. 03-402**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION WITH THE OHIO  
DEPARTMENT OF DEVELOPMENT FOR FY 2003 COMMUNITY HOUSING IMPROVEMENT  
PROGRAM (CHIP) FUNDS:**

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

WHEREAS, during the CHIS update and CDBG participation process various housing needs have been identified in the County; and

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Housing Improvement Program (CHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County has the authority to apply for financial assistance and to administer funds received from the State of Ohio, Department of Development, through the Community Housing Improvement Program.

WHEREAS, Delaware County is requesting up to \$500,000 in CDBG funds for Private Rehab, Tenant Based Rental Assistance and Home Repair and Delaware County Program Income in the amount up to \$10,000 to be use for Relocation and Testing concerning Lead Abatement, for CHIP 2003 Program.

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

SECTION I.            The Delaware County Board of Commissioners hereby authorizes the Submittal of FY 2003 CHIP application in the amount of \$ 500,000 that includes the following activities:

- 1. Private Rehabilitation:            \$297,500
- 2. Tenant Based Rental Assistance:    \$ 90,000
- 3. Home Repairs                        \$ 40,000
- 4. Fair Housing                         \$ 3,500
- 5. Administration:                     \$ 19,000
- 6. Implementation:                    \$ 50,000

SECTION II.            The Board of Commissioners authorizes the President of the Board to act accordingly in the administration of FY 2003 CHIP funds, and understands and agrees that participation in the CHIP Program requires compliance with Program guidelines and assurances.

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

**RESOLUTION NO. 03-403**

**IN THE MATTER OF REQUESTING THE APPROVAL TO EXTEND THE TIME FRAME TO  
ACCEPT APPLICATIONS FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT  
PROGRAM (DCHIP) FOR 2003:**

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

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



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WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County Commissioners approved the use of the Revolving Loan Fund in the amount of \$350,000 on December 30, 2002, Resolution No. 02-1649 to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, the time frame to accept applications for DCHIP was from January 21, 2003, to February 28, 2003, and

WHEREAS, the County needs to extend the time of accepting application to April 30, 2003, for eligible persons to apply.

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

SECTION I. The Delaware County Board of Commissioners hereby approves to extend the time to accept application for Delaware County Housing Improvement Program (DCHIP) to April 30, 2003

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

There being no further business the meeting adjourned.

\_\_\_\_\_  
Kristopher W. Jordan

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Deborah B. Martin

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

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