

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2004

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

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

- 1:30 PM Viewing For Consideration Of The Scott #604 And Dutcher #477 Ditch Petition Filed By Berlin Township Trustee Dennis Fisher And Others
- 7:30 PM Public Hearing For Consideration Of A Ditch Petition Filed By Berlin Township Trustee Dennis C. Fisher And Others For The McNamara Watershed #582 Ditch
- 7:45 PM Public Hearing#2 For The Village Of Ashley Water Distribution System Project

PUBLIC COMMENT

RESOLUTION NO. 04-273

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 26, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held February 26, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-274

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0227:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0227, and Purchase Orders and Vouchers as listed below:

Vendor	Description	Account Number	Amount
PO's			
Ohio Utilities Protection	Annual Lbp Referral Fees	65111904-5301	\$ 8,124.75
Maximus Inc.	Cost Allocation Plan	10011102-5301	\$ 9,800.00
City of Delaware/Finance	Municipal Ct. Reim/2003	10029203-5319	\$ 123,999.00
Natalie Walker	Day Care	22411606-5348	\$ 6,000.00
Todays Learning Child, Inc.	Day Care	22411606-5348	\$ 38,000.00
Council for Older Adults	Purchased Serv Aps Contract	22411606-5348	\$ 48,267.00
Gaylor Group Inc.	Emergency Repair /Transformer	65211919-5328	\$ 5,649.00
Queen Automotive	Liability Insurance Claims	60111901-5370	\$ 10,000.00
Synergy Mechanical	Annual Maint. Sprinklers	10011105-5325	\$ 7,670.00
Nextel Communications	Phone Services	10011301-5330	\$ 19,000.00
Increases			
Modern Office Methods	Maintenance Agreement	22411605-5325	\$ 7,500.00
Vouchers			
US Filter Davis	Bioxide Chemical	65211905-5290	\$ 14,140.00
Ameritas Group Dental	Feb/Premiums	75010903-5370	\$ 15,051.60
CEBCO	March premiums and claims	60211902-5370	\$ 537,678.26
Presbyterian Child Welfare	Residential treatment	22511607-5342	\$ 32,640.00
Pomegranate Health Systems	Residential treatment	22511607-5342	\$ 9,238.00
Starr Commonwealth	Board & Care	22511607-5350	\$ 5,109.73
DSS Corporation	Recording System	21411306-5450	\$ 59,438.00
Vigar/Hamilton Properties	RLF Loan Capital Improvement	23111709-5365	\$ 4,500.00
Vigar/Hamilton Properties	RLF Loan Capital Improvement	23111709-5365	\$ 32,750.00

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

RESOLUTION NO. 04-275

IN THE MATTER OF CHANGING THE COMMISSIONERS' SESSION FOR APRIL 1, 2004 TO MARCH 31, 2004 AT 8:30AM:

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It was moved by Mr. Ward, seconded by Mrs. Martin to change The Commissioners' Session for April 1, 2004 to 8:30AM March 31, 2004.

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

RESOLUTION NO. 04-276

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency Department is requesting that Joyce Rhodes, Teresa Farlee, Regina Prouty and Christine Dobrovich attend an Ohio CSEA Association Spring Conference in Columbus, Ohio March 22 to 24, 2004, at the cost of \$816.00.

Veterans Services is requesting that Richard Bennett, Valerie Crane and John VanDyck attend a Service Officers School National Re-Certification in Rapid City, South Dakota May 21 to 29, 2004, at the cost of \$5,100.00.

The Engineer's Office is requesting that Steve Savon attend a Safety 2004 Professional Development Conference and Expo in Las Vegas, Nevada June 7 to June 10, 2004, at the cost of \$1,622.00.

The Environmental Services Department is requesting that Sam Pollock attend a Wastewater Mathematics Course in Columbus, Ohio April 8, 2004, at the cost of \$175.00.

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

RESOLUTION NO. 04-277

IN THE MATTER OF APPROVING A TUITION ASSISTANCE REQUEST:

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

Stacey Hyatt Test Fees \$40.00

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

RESOLUTION NO. 04-278

IN THE MATTER OF DELAWARE COUNTY ADOPTING A RESOLUTION PROCLAIMING MARCH 2004 AS MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES MONTH:

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

Whereas, mental retardation and developmental disabilities affects more than six-million American children and adults and their families;

Whereas, the most effective way to overcome problems associated with understanding people with developmental disabilities is through providing information to increase that understanding;

Whereas, we encourage all citizens to realize that individuals with developmental disabilities should be afforded opportunities in the community, including full access to housing, employment and recreational activities;

Whereas, opportunities for citizens with mental retardation and developmental disabilities to function as independently and productively as possible must be fostered in our community;

Now, therefore, we, the Delaware County Commissioners, do hereby proclaim the month of March 2004 as Mental Retardation and Developmental Disabilities Month...

...and offer full support to efforts to "Think Ability First", enabling people with developmental disabilities to live successful lives and realize their potential.

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

RESOLUTION NO. 04-279

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:

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Permit #	Applicant	Location	Type of Work
U04019	Verizon	S. Old State/Orange Road	Relocate cables

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

RESOLUTION NO. 04-280

IN THE MATTER OF APPROVING THE CONTRACT WITH ME COMPANIES FOR THE PROJECT KNOW AS THE DENT ROAD BRIDGE REPLACEMENT PROJECT:

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

CONTRACT

AGREEMENT made and entered into this 1st day of March 2004 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **ME Companies, Engineers**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$118,942.41**, (\$108,706.00 base engineering and \$10,236.41 in “if authorized” fees) based on a Proposal for Engineering Services dated February 19, 2004, and Cost Proposal of the same date, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Dent Road Bridge Replacement Projects**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before November 1, 2004.

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

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

RESOLUTION NO. 04-281

IN THE MATTER OF APPROVING THE CONTRACT WITH SITE-BLAUVELT ENGINEERS FOR THE PROJECT KNOW AS THE RUSSELL ROAD IMPROVEMENTS PROJECT:

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

CONTRACT

AGREEMENT made and entered into this 1st day of March 2004 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **SITE-Blauvelt Engineers**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$119,915.00** based on a Proposal for Engineering Services dated December 19, 2003, and Cost Proposal of January 27, 2004, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Russell Road Improvements Project**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before September 15, 2004.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for

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loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

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

RESOLUTION NO. 04-282

SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE ROAD SIDE-MOWING PROGRAM:

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

INVITATION TO BID

The Delaware County Commissioners will be excepting sealed bids for a two (2) year contract until **10:00 a.m. on Monday, March 22, 2004** for furnishing all labor, materials and equipment necessary to complete the project known as the Road Side Mowing Program and, at said time and place, publicly opened and read aloud. Specifications and bid documents can be obtained at the Office of the Delaware County Engineer, 50 Channing Street, Delaware Ohio 43015. This project provides for four rounds of mowing in the eastern half of Delaware County for a total of 151.569 center lane miles of County roadways.

Each bidder is required to furnish with its Proposal on Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must also submit evidence of its experiences on projects of similar size and complexity. The owners intend and require that this project be competed no later than October 15 of each year.

The Delaware County Commissioners reserve the right to waive irregularities and to reject any or all bids.

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

RESOLUTION NO. 04-283

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

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

Adult Probation Referral Litter Collection

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

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

WHEREAS, the Delaware County Adult Probation Office, hereinafter referred to as the Contractor, is qualified and willing to provide such services as may be needed by the Board, and

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

1. The Contractor hereby agrees to provide a supervised adult probation referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware General Health District, with action taken in accordance with state or local laws.
2. The Contractor shall conform to all applicable agency policies including personnel qualifications. The Contractor further acknowledges that the Board has no responsibility for the tax liability of the Contractor.
3. The Contractor shall conform to good labor supervision practices and promise to exercise reasonable care in supervising individuals assigned to the project during active involvement in the project.
4. The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's

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license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.

5. In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.

6. The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.

7. The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the reporting months of April, July, October, and January.

8. The Board shall advance payment to the Contractor to be administered through the Adult Probation Office for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$2,500. Payment shall be \$1,500 on or before the 1st day of May, 2004, and one subsequent payment of \$1,000 during the balance of the contract period.

9. The Contractor shall provide supervision/implementation services to equal a total of 128 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the 1st day of April, 2004 and the 31st day of October, 2004.

10. Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.

11. Acceptance of this contract/agreement or authorization is evidence of the Contractor's intent to comply with Titles VI and VII of the Civil Rights Act of 1964 which prohibits discrimination because of race, sex, religion, national origin, age, color, or handicap in any facet of the Contractor's operation.

12. This contract shall become effective on the 1st day of April 2004 and shall remain in full force and effect through October 31, 2004.

This contract constitutes the entire agreement between parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing, signed by each of the parties. Termination by either party requires (30) days written notice of intention to terminate.

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

RESOLUTION NO. 04-284

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

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

Juvenile Court Referral Litter Collection

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

WHEREAS, the Board of Health is in need of a supervised juvenile crew to provide seasonal litter collection in the Delaware County General Health District, and

WHEREAS, the Delaware County Juvenile Court, hereinafter referred to as the Contractor is qualified and willing to provide such services as may be needed by the Board, and,

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

1. The Contractor hereby agrees to provide a supervised Juvenile Court referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware County General Health District, with action taken in accordance with state or local laws.

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2. The Contractor shall conform to all applicable agency policies including personnel qualifications. The Contractor further acknowledges that the Board has no responsibility for the tax liability of the Contractor.

3. The Contractor shall conform to good youth supervision practices and assume the responsibility for the safety and well being and to exercise reasonable care in the supervision of assigned to the project during active involvement during the project.

4. The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.

5. In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.

6. The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.

7. The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the reporting months of April, July, October, and January.

8. The Board shall advance payment to the Contractor to be administered through Juvenile Court for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$7,000. Advancement shall be \$3,500 on or before March 26, 2004, and one subsequent payment of \$3,500 during the balance of the contract period.

9. The Contractor shall provide supervision/implementation services to equal a total of 378 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the dates of March 1, 2004 and October 31, 2004.

10. Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.

11. Acceptance of this contract/agreement or authorization is evidence of the Contractor's intent to comply with Titles VI and VII of the Civil Rights Act of 1964 which prohibits discrimination because of race, sex, religion, national origin, age, color, or handicap in any facet of the Contractor's operation.

12. This contract shall become effective on the 23rd day of February, 2004 and shall remain in full force and effect through October 31, 2004.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing, signed by each of the parties. Termination by either party requires thirty (30) days written notice of intention to terminate.

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

RESOLUTION NO. 04-285

IN THE MATTER OF ADOPTING A RESOLUTION TO RENEW A CONTRACT WITH LEO MYERS'S TO PURCHASE UNIFORMS AND UNIFORM ITEMS FOR DELAWARE COUNTY EMERGENCY SERVICES:

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

WHEREAS, Delaware County Emergency Services requires the supply of uniforms and uniform items for Emergency Communications (9-1-1), Emergency Medical Service and Emergency Management Agency personnel and,

WHEREAS, the County's current agreement with Leo Myers's provides the ability to renew the contract for a one (1) year period; and

WHEREAS, the service provided by the existing contract has been excellent and there are no expected increases in cost to uniform items;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a one (1) year

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contract renewal with Leo Myers for providing uniforms and uniform items to the Delaware County Emergency Service Division.

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

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

RESOLUTION NO. 04-286

IN THE MATTER OF ADOPTING A RESOLUTION RENEWING A MUTUAL AID AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE LICKING COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, Section 5915.09 of the Ohio Revised Code allows political subdivisions in collaboration with other public and private agencies to develop mutual aid arrangements for reciprocal emergency management aid and assistance, and

WHEREAS, the Board recognizes that such an agreement would be mutually beneficial to both entities and possibility help reduce the risk of loss of life and property; and

WHEREAS, Delaware County and Licking County have had such an agreement since 1992;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the renewal of a mutual aid agreement with Licking County Board of Commissioners, 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.

**Licking County
Mutual Aid Agreement
Emergency Management**

WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted."

THEREFORE, we, the Delaware County Board of Commissioners do, on behalf of the County of Delaware enter into and ratify the following agreement with Licking County, Ohio:

ARTICLE 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common defense, to protect the public order, health, safety, and general welfare, and to preserve lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the state and/or federal government or any other service, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights and privileges and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the direction and control of their respective supervisors but the organizational unit will come under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

ARTICLE 3. Whenever any person holds a license, certificate, or other permit issued by the state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivisions to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

ARTICLE 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of an act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance or use of any

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equipment or supplies in connection therewith.

ARTICLE 5. In as much as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivisions from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but shall not be limited to provisions for evacuations and reception of injured or other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportations and communications personnel, equipment and supplies.

ARTICLE 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

ARTICLE 7. Any political subdivision rendering aid in other political subdivisions pursuant to this agreement shall be reimbursed by the political subdivisions receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such request; provided that any aiding political subdivisions may assume, in whole or in part such loss, damage, expense, or other cost; or may loan such equipment or donate such services to the receiving political subdivisions without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of cost.

ARTICLE 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivision.

ARTICLE 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision requests termination thereof. The chief executive shall provide the other parties to the agreement with thirty (30) days written notice prior to termination of the agreement.

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

RESOLUTION NO. 04-287

IN THE MATTER OF APPOINTING JODI HUCK AND SUSAN COCHRAN AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS REPRESENTATIVES TO VARIOUS COUNTY TAX INCENTIVE REVIEW COUNCILS:

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

WHEREAS, The Board of County Commissioners, Delaware County, is responsible to make appointments from the public to various boards, councils, and committees; and

WHEREAS, The Board of County Commissioners, Delaware County, shall appoint individuals to the City of Westerville Tax Incentive Review Council for an unspecified term.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to appoint the following to the various Tax Incentive Review Councils.

- Susan Cochran, Customer Service Manager of First Merit, to Liberty-Berlin Tax Incentive Review Council
- Jodi Huck, Manager of Fifth Third Bank, to Delaware City, Sunbury, and Westerville Tax Incentive Review Councils

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

RESOLUTION NO. 04-288

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY BERLIN TOWNSHIP TRUSTEE DENNIS C. FISHER AND OTHERS FOR THE MCNAMARA WATERSHED #582 DITCH:

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

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

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RESOLUTION NO. 04-289

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY BERLIN TOWNSHIP TRUSTEE DENNIS C. FISHER AND OTHERS FOR THE MCNAMARA WATERSHED #582 DITCH:

It was moved by Mr. Ward, seconded by Mrs. Martin to close the hearing at 8:50PM.

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

RESOLUTION NO. 04-290

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE MCNAMARA WATERSHED #582 DITCH PETITION FILED BY BERLIN TOWNSHIP TRUSTEE DENNIS C. FISHER AND OTHERS:

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

Whereas, on October 29, 2003, a Ditch Petition to the purposed McNamara Watershed #582 Ditch was filed with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on March 1, 2004, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed McNamara Watershed #582 Ditch, And

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

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed McNamara Watershed #582 Ditch. Said information to be presented to the Commissioners at the end of this process.

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

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

RESOLUTION NO. 04-291

7:45 PM - IN THE MATTER OF PUBLIC HEARING # 2 FOR THE VILLAGE OF ASHLEY WATER DISTRIBUTION SYSTEM PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to open the hearing at 8:50PM.

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

RESOLUTION NO. 04-292

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR THE VILLAGE OF ASHLEY WATER DISTRIBUTION SYSTEM PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to close the hearing at 9:00PM.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

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MINUTES FROM REGULAR MEETING HELD MARCH 1, 2004

James D. Ward

Letha George, Clerk to the Commissioners