

**CITY OF DELAWARE  
CITY COUNCIL  
CITY COUNCIL CHAMBERS  
1 SOUTH SANDUSKY STREET  
7:00 P.M.**

**AGENDA**

**6:30 Girl Scout Troop 2429 tour of City Hall**

REGULAR MEETING

FEBRUARY 8, 2016

1. ROLL CALL
2. INVOCATION - Tom Homan, City Manager
3. PLEDGE OF ALLEGIANCE – Girl Scout Troop 2429
4. APPROVAL of the Motion Summary of the regular meeting of Council held January 25, 2016, as recorded and transcribed.
5. CONSENT AGENDA
  - A. Acceptance of the Motion Summary for the Historic Preservation Committee meeting held November 18, 2015.
  - B. Acceptance of the Motion Summary for the Airport Commission meeting held October 15, 2015.
  - C. Acceptance of the Motion Summary for Planning Commission meeting held January 20, 2016.
  - D. Acceptance of the Motion Summary for the Civil Service Commission meeting held December 2, 2015.
  - E. Establish February 22, 2016 at 7:30 p.m. as the date and time for a public hearing and second reading of Ordinance No. 16-09, an ordinance approving a Conditional Use Permit for Garage 26 for an automotive facility at 147 East William Street on approximately 0.33 acres zoned B-3 (Community Business District).
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. PRESENTATIONS
  - A. Delaware General Health District Update – Shelia Hiddleson, Health Commissioner

9. CONSIDERATION of Ordinance No. 16-05, an ordinance permitting the sale and consumption of alcohol by the Delaware YMCA c/o New Moon Half & Quarter Marathon event to be held on May 21, 2016, course and map attached hereto, in the City of Delaware.
10. CONSIDERATION of Ordinance No. 16-06 an ordinance authoring the City Manager to enter into an Intergovernmental Agreement with the Delaware County Sheriff's Office to lend a non-transferrable license of the software known as Jail Tracker to the City of Delaware.
11. CONSIDERATION of Ordinance No. 16-07, an ordinance authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Delaware County Sheriff's Office to be a partner in the Delaware County Law Enforcement Against Pushers (LEAP) Program which is a county-wide multi-jurisdictional drug task force.
12. CONSIDERATION of Ordinance No. 16-08, an ordinance authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Delaware County Adult Protective Services Interdisciplinary Team (DCAPSIT).
13. CONSIDERATION of Ordinance No. 16-09, an ordinance approving a Conditional Use Permit for Garage 26 for an automotive facility at 147 East William Street on approximately 0.33 acres zoned B-3 (Community Business District).
14. CONSIDERATION of Ordinance No. 16-10, an ordinance authorizing the hiring of a seasonal temporary Prosecutor for temporary prosecutorial assistance within the City of Delaware's Prosecutor's Office, and declaring an emergency.
15. Ethics Training (time permitting) – City Attorney Darren Shulman
16. **EXECUTIVE SESSION:** pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance.
17. CITY MANAGER'S REPORT
18. COUNCIL COMMENTS

19. ADJOURNMENT

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Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held January 25 20 16

6:30 EXECUTIVE SESSION: Vice-Mayor Shafer moved to enter into Executive Session at 6:31 p.m. This motion was seconded by Mr. Jones and approved by a 6-0 vote. Council met in executive session pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. Council conducted a discussion of those items with the following members present: First Ward Chris Jones, Third Ward Joe DiGenova, Fourth Ward Kyle Rohrer, At Large George Hellinger, Vice Mayor Kent Shafer and Mayor Carolyn Kay Riggle. Absent from the discussion was Second Ward Lisa Keller. Following the discussion at 6:58 p.m., it was moved by Vice-Mayor Shafer that Council move into Open session, seconded by Mr. Rohrer and approved by a 6-0 vote.

The regular meeting of January 25, 2016 was called to order at 7:02 p.m., in the City Council Chambers. The following members of Council were present: First Ward Chris Jones, Third Ward Joe DiGenova, Fourth Ward Kyle Rohrer, At Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle who presided. Absent from the meeting was Second Ward Lisa Keller. The invocation was given by Mr. DiGenova, followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney, Sean Hughes, Economic Development Director, Scott Stowers, IT Director, Dean Stelzer, Finance Director, Dave Efland, Planning and Community Development Director, Brad Stanton, Public Utilities Director, John Donahue, Fire Chief, Bruce Pijanowski, Police Chief, Jackie Walker, Assistant City Manager, and Tom Homan, City Manager

Motion to Excuse: Mr. Jones moved to excuse Mrs. Keller from the January 25, 2016 meeting, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

ITEM 4: APPROVAL OF MINUTES

Approval of the Motion Summary of the regular meeting of Council held January 11, 2016, as recorded and transcribed.

Motion: Mr. DiGenova moved to approve the Motion Summary for the regular meeting of Council held January 11, 2016 seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

ITEM 5: CONSENT AGENDA

- A. Resolution No. 16-07, a resolution appointing/reappointing members to various Boards, Commissions, and/or Committees, and specifying the term of the appointments/reappointments.
B. Resolution No. 16-08, a resolution authorizing the modification of certain traffic control signage to relocate the No Parking Anytime zone on the south and east side of Ballater Drive to the north and west side of Ballater Drive from 20 feet south of the golf cart path crossing to Silverwood Drive and on the east side of Ballater Drive from 20 feet south of to 20 feet north of the golf cart path crossing.
C. Resolution No. 16-09, a resolution authorizing the City Manager to enter into an agreement with the Ohio Development Services

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Agency for the administration of Housing Revolving Loan Funds for the period beginning January 1, 2016 and ending December 31, 2018.

- D. Acceptance of the Motion Summary of the Sister City Advisory Board meeting held October 13, 2015.
- E. Acceptance of the Motion Summary of the Planning Commission meeting held December 2, 2015.
- F. Acceptance of the Motion Summary of the Recreation Levy Subcommittee meeting held June 22, 2014.

**Motion:** Vice-Mayor Shafer moved to approve the Consent Agenda, seconded by Mr. Jones. Motion approved by a 6-0 vote.

**ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS**

**ITEM 7: COMMITTEE REPORTS**

**ITEM 8: ORDINANCE NO. 16-01** [First Reading]

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE COMMUNITIES AT GLENROSS, SECTION 6 CONSISTING OF 30 SINGLE-FAMILY LOTS ON 9.927 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON EAGLE WALK AND WHITE FAWN RUN.

The Clerk read the ordinance for the first time.

Mr. Efland discussed the location of the development plat, and zoning map. Mr. Efland reviewed the Final Development Plan and Subdivision Plat.

**APPLICANT:**  
Brian Prenger  
5500 New Albany Rd.  
Columbus, Ohio

Mr. Prenger stated he was aware of all conditions and voiced no concerns.

Mr. DiGenova requested a price range for the projected houses.

**Motion:** Vice-Mayor Shafer moved to suspend the rules for Ordinance No. 16-01, seconded by Mr. DiGenova. Motion approved by a 6-0 vote.

**Motion:** Vice-Mayor Shafer moved to adopt Ordinance No. 16-01, seconded by Mr. DiGenova. Motion approved by a 6-0 vote.

**ITEM 9: ORDINANCE NO. 16-02** [First Reading]

AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR THE COMMUNITIES AT GLENROSS, SECTION 6 CONSISTING OF 30 SINGLE-FAMILY LOTS ON 9.927 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON EAGLE WALK AND WHITE FAWN RUN.

The Clerk read the ordinance for the first time.

**APPLICANT:**

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Brian Prenger  
5500 New Albany Rd.  
Columbus, Ohio

**Motion:** Vice-Mayor Shafer moved to suspend the rules for Ordinance No. 16-02, seconded by Mr. DiGenova. Motion approved by a 6-0 vote.

**Motion:** Vice-Mayor Shafer moved to adopt Ordinance No. 16-02, seconded by Mr. DiGenova. Motion approved by a 6-0 vote.

**ITEM 10: ORDINANCE NO. 16-03** [First Reading]  
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR GLENROSS NORTH, SECTION 1 CONSISTING OF 69 SINGLE-FAMILY LOTS ON 34.187 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE EASTSIDE OF GLENN ROAD JUST NORTH OF THE GLENROSS GOLF CLUB.

The Clerk read the ordinance for the first time.

Mr. Efland reviewed the location map and zoning map. Mr. Efland reviewed changes to lot sized in Section 1. Mr. Efland provided information regarding the open space area and the future Glenross City Park.

**APPLICANT:**  
Brian Prenger  
5500 New Albany Rd.  
Columbus, Ohio

**Motion:** Mr. DiGenova moved to suspend the rules for Ordinance No. 16-03, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

**Motion:** Mr. DiGenova moved to adopt Ordinance No. 16-03, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

**ITEM 11: ORDINANCE NO. 16-04** [First Reading]  
AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR GLENROSS NORTH, SECTION 1 CONSISTING OF 69 SINGLE-FAMILY LOTS ON 34.187 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE EASTSIDE OF GLENN ROAD JUST NORTH OF THE GLENROSS GOLF CLUB.

The Clerk read the ordinance for the first time.

**APPLICANT:**  
Brian Prenger  
5500 New Albany Rd.  
Columbus, Ohio

**Motion:** Mr. DiGenova moved to suspend the rules for Ordinance No. 16-04, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

**Motion:** Mr. DiGenova moved to adopt Ordinance No. 16-04, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

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**ITEM 12: PRESENTATIONS**

A. Troy Township Request to Amend Annexation/Utility Policy, Brad Stanton, Public Utilities Director and David Moser, Assistant City Attorney

Mr. Stanton provided an overview of the history of the water service and the request by homeowners' on the south-side of Hills-Miller Rd. who inquired for city water services, but not to be annexed. Mr. Stanton discussed the annexation policy and requirements. Mr. Moser discussed staff recommendation against changing the annexation policy. Mr. Moser discussed the required changes in city code and the precedent that the change to the policy would create.

**PUBLIC PARTICIPATION:**

Doug Price, Troy Township Trustee  
2335 Horseshoe Road  
Delaware, Ohio

Mr. Price discussed water conditions affected to different properties in the township. Mr. Stanton discussed efforts by the city to provide water filters.

Mr. Price stated that homeowners feel as if they have little option but to be annexed to have quality water, and feels that annexation should occur when sewer is needed.

B. Ethics Training – City Attorney Darren Shulman

Ethics training will take place at a later date.

**ITEM 13: CITY MANAGER'S REPORT**

Mr. Homan indicated that he met with the Parks and Recreation Advisory Board to discuss the future role of the Board and the consideration of subcommittees.

Mr. Homan indicated that a meeting is to be held with Ironman representatives.

Mrs. Walker discussed continued improvements to the Hidden Valley Golf Course, and plans to improve the clubhouse.

**ITEM 14: COUNCIL COMMENTS**

Mr. Jones stated that he will be unable to attend the February 8, 2016 meeting due to a work conflict.

Mr. DiGenova provided information on the upcoming Willis Book Fair. Mr. DiGenova discussed his continued efforts to work with developers to create a park in the southern area of the city.

Mr. Rohrer requested that the ethics training take place at a later date due to a schedule conflict.

Vice-Mayor Shafer discussed the Community Day events at Ohio Wesleyan University.

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Mayor Riggle updated Council regarding the convention she recently attended for the Ironman.

Mayor Riggle asked Council members if they are unable to attend their committee meeting for them to notify staff.

**ITEM 15: ADJOURNMENT**

**Motion:** Vice-Mayor Shafer moved to adjourn the meeting. The meeting adjourned at 8:08 p.m.

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Mayor Carolyn Kay Riggle

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Elaine McCloskey, Council Clerk

**HISTORIC PRESERVATION COMMISSION  
MOTION SUMMARY  
November 18, 2015**

ITEM 1. Roll Call

Chairman Koch called the Historic Preservation Commission meeting to order at 7:00 p.m.

Members Present: Joe Coleman, James Kehoe, Erinn Nicley, Sherry Riviera, Councilman Chris Jones, and Chairman Roger Koch

Members Absent: Vice-Chairman Mark Hatten

**Motion to Excuse:** Mr. Nicley moved to excuse Vice-Chairman Hatten, seconded by Councilman Jones. Motion approved by a 6-0 vote.

Staff Present: Lance Schultz, Zoning Administrator and Dianne Guenther, Development Planner

ITEM 2. APPROVAL OF MOTION SUMMARY of the Historic Preservation Commission meeting held on October 28, 2015, as recorded and transcribed.

**Motion:** Mr. Nicley moved to approve the Motion Summary of the Historic Preservation Commission meeting held on October 28, 2015, as recorded and transcribed, seconded by Ms. Riviera. Motion approved by a 5-0-1(Coleman) vote.

ITEM 3. REGULAR BUSINESS

- A. 2015-2316: A request by Zion United Church of Christ for a Certificate of Appropriateness for the installation of an illuminated cross at 51 West Central Avenue which is zoned R-4 (Medium Density Residential District) and located in the Residential Sub-District of the Downtown Historic District Overlay.

Ms. Guenther provided a presentation that included the location and zoning map. Ms. Guenther presented current site photographs and discussed the proposed location for the illuminated cross. Ms. Guenther discussed the lighting of the cross to have halo-glow internal illumination. The staff analysis was reviewed and a discussion was held on the need for variances to the current standard for approval. Ms. Guenther also discussed the site as being the future warming center for men.

**APPLICANT:**  
Peter Johnston

26 Woodland Avenue  
Delaware, Ohio

Chairman Koch requested information on if the applicant can quantify the brightness of the glow. Mr. Johnston compared the brightness of the lights to a 150 watt bulb.

A discussion was held on whether the proposed sign was considered a sign. Mr. Schultz explained that the sign is considered a graphic per the zoning code.

Mr. Nicley reviewed the criteria to meet the need for a variance.

**Motion:** Mr. Coleman moved to approve HPC 2015-2316, along with all staff conditions and recommendations, seconded by Councilman Jones. Motion approved by a 5-1 (Nicley) vote.

B. 2015-2345: A request by 12 WEST Restaurant for a Certificate of Appropriateness for restoration of the west elevation of 12 West William Street which is zoned B-2 (Central Business District) and located in the Transitional Sub-District of the Downtown Historic District Overlay.

Ms. Guenther provided the staff report which included the location and zoning map. Ms. Guenther provided the history of the property as well as information regarding the recent demolition of the adjacent building, 14 West William Street. Ms. Guenther stated that due to the demolition of the adjacent building the exterior west wall of 12 West William Street is now exposed. A discussion was held on the necessary repairs to the property including wall reconstruction, roof repairs, gutters, and new spouts.

APPLICANTS:

David DiStefano  
12 West William Street  
Delaware, Ohio

Ron Criswell  
12 West William Street  
Delaware, Ohio 43015

Mr. DiStefano provided information on expected use of materials.

Chairman Koch requested information on the applicant's plan to restore the exterior brick wall. Mr. DiStefano discussed the need for estimates to determine the cost and appropriate method to clean and restore the exterior wall. The Commission members discussed the possible destruction to the bricks with the use of sandblasting which is not an approved method of

cleaning historic buildings. Mr. Schultz discussed the need for the applicant to secure and winterize the building.

**Motion:** Mr. Nicley moved to approve HPC 2015-2345, along with all staff recommendations and conditions, and the inclusion of staff recommendation Number 5 stating “that the applicant should submit for administrative approval a plan to restore the west façade to acceptable historic condition prior to final completion of renovation of building”, seconded by Ms. Riviera. Motion approved by a 6-0 vote.

#### ITEM 4. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Coleman indicated that he observed a second floor video display on the north-east corner of Sandusky Street and Winter Street.

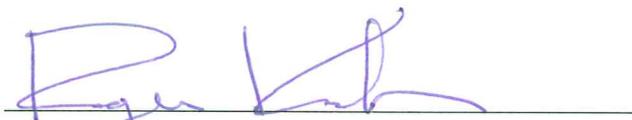
Mr. Nicley questioned staff if 12 West William Street will come before the Commission regarding the stairwell that extends into 14 West Williams Street property. Mr. Schultz discussed that the applicant was discussing this situation with property owner and legal counsel.

Chairman Koch requested an update on the sidewalk signage in front of Amato’s Woodfired Pizza. Ms. Guenther indicated that staff has been in contact with the owners of Amato’s Woodfired Pizza and that currently one decal has been removed from the sidewalk.

ITEM 5. NEXT REGULAR MEETING: December 16, 2015 (Meeting date changed due to holiday)

#### ITEM 6. ADJOURNMENT

**Motion:** Councilman Jones moved to adjourn the meeting, seconded by Mr. Coleman. The Historic Preservation Commission meeting adjourned at 7:58 p.m.



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Roger Koch, Chairman



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Elaine McCloskey, Clerk

**AIRPORT COMMISSION**  
**October 15, 2015**  
**MOTION SUMMARY**

ITEM 1. Roll Call

Vice-Chairwoman McIntire called the Airport Commission meeting to order at 7:00 p.m.

Members Present: Walt Gaub, John Lewis, Jan Simonis, Vice-Mayor George Hellinger, and Vice-Chairwoman Janie McIntire.

Members Absent: Greg Mellon.

Staff Present: Joe Bullis, Public Works Superintendent, Kevin Piatt, Airport Operations Supervisor.

ITEM 2. MOTION TO EXCUSE

**Motion to Excuse:** Mr. Lewis moved to excuse Mr. Mellon, seconded by Ms. Simonis. Motion approved by a 5-0 vote.

ITEM 3. INTRODUCTION OF New Commission Members

ITEM 4. APPROVAL of the Motion Summary of the meeting of the AIRPORT COMMISSION held July 16, 2015, as recorded and transcribed.

**Motion:** Mr. Gaub moved to approve the Motion Summary of the meeting of the Airport Commission held July 16, 2015, as recorded and transcribed, seconded by Ms. Simonis. Motion approved by a 5-0 vote.

Ms. Simonis requested that it was noted in the minutes for the October 15, 2015 meeting that she had not received notification of the July 16, 2015 meeting.

ITEM 5. PUBLIC COMMENTS

ITEM 6. UPDATE OF AIP PROJECTS/GRANTS

A. Runway Extension (FAA)

Mr. Bullis provided an update on the status of the grant received back from the FAA. Mr. Bullis informed the Commission that the FAA approved 35 feet extension, and that consultants are currently working on a redesign.

B. Taxiway A Rehabilitation (ODOT)

Mr. Bullis provided information on the need for relocation of AEP pole and removal of Frontier lines on Airport Road.

ITEM 7. NEW EQUIPMENT PURCHASE

Mr. Bullis provided information on the purchase of a 1987 blower/broom from the City of Ashtabula. Information was provided to the Commission on the cost of purchase, as well as, the cost of repairs and additional equipment needs.

Mr. Piatt discussed the need for the equipment for safety reasons and why airports are unable to plow snow away from runways.

ITEM 8. 2016 BUDGET PROPOSAL

Mr. Bullis provided an update on discussions held with city staff regarding the use of T.I.F funds for the airport. No major changes in the budget.

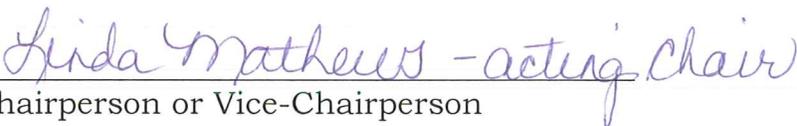
ITEM 9. AIRPORT OPERATIONS SUPERVISOR and STAFF COMMENTS

Mr. Piatt discussed current repair projects that include painting and mowing of the fields once the crop is harvested.

ITEM 10. MEMBER COMMENTS

ITEM 11. ADJOURNMENT

**Motion:** Chairwoman McIntire moved to adjourn the meeting. The Airport Commission Meeting adjourned at 7:53 p.m.

  
Chairperson or Vice-Chairperson

  
Elaine McCloskey, Clerk

**PLANNING COMMISSION  
MOTION SUMMARY  
January 20, 2016**

ITEM 1. Roll Call

Chairwoman Keller called the Planning Commission meeting to order at 7:00 p.m.

Members Present: George Mantzoros, Jim Halter, Colleen Tucker-Buck, Dean Prall, Vice-Chairman Stacy Simpson, and Chairwoman Lisa Keller

Staff Present: Jennifer Stachler, Assistant City Engineer, Lance Schultz, Zoning Administrator, and Dave Efland, Planning and Community Development Director

ITEM 2. Approval of the Motion Summary of the Planning Commission meeting held on December 2, 2015, as recorded and transcribed.

**Motion:** Mr. Halter moved to approve the Motion Summary for the December 2, 2015 meeting, seconded by Ms. Tucker-Buck. Motion approved by a 5-0-1 (Prall) vote.

ITEM 3. REGULAR BUSINESS

A. Glenross North Subdivision

- (1) 2015-2558: A request by Romanelli Homes for approval of a Final Development Plan for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road and just north of The Glenross Golf Club.
- (2) 2015-2559: A request by Romanelli Homes for approval of a Final Subdivision Plat for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road and just north of The Glenross Golf Club.

**Anticipated Process**

a. Staff Presentation

Mr. Schultz reviewed the Approved Preliminary Development Plan and Plat. Mr. Schultz discussed the projected lot sizes and open space areas.

b. Applicant Presentation

**APPLICANT:**

Brian Prenger  
EMH&T

5500 New Albany Road  
Columbus, Ohio

- c. Public comment (not a public hearing)
- d. Commission Action

**Motion:** Mr. Prall moved to approve 2015-2558, along with all staff recommendations and conditions, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

**Motion:** Mr. Prall moved to approve 2015-2559, along with all staff recommendations and conditions, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

B. Communities at Glenross

- (1) 2015-2565: A request by Pulte Homes for approval of a Final Development Plan for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk Road and White Fawn Run.
- (2) 2015-2566: A request by Pulte Homes for approval of a Final Subdivision Plat for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk Road and White Fawn Run.

**Anticipated Process**

- a. Staff Presentation

Mr. Schultz reviewed the Approved Preliminary Development Plan and Plat. Mr. Schultz discussed the projected lot sizes and open space areas.

Discussion held with the Commission regarding the development of the active park space.

- b. Applicant Presentation

**APPLICANT:**

Brian Prenger  
EMH&T  
5500 New Albany Road  
Columbus, Ohio

- c. Public comment (not a public hearing)

**PUBLIC PARTICIPATION:**

Joe DiGenova

68 Somerset Rd.  
Delaware, Ohio

Mr. DiGenova discussed efforts to have developers donate acres for a park in the southern area of the City of Delaware.

d. Commission Action

**Motion:** Mr. Prall moved to approve 2015-2565, along with all staff recommendations and conditions, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

**Motion:** Mr. Prall moved to approve 2015-2566, along with all staff recommendations and conditions, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

C. 2015-2594: A request by T&R Properties for a Concept Plan Review for the redevelopment of the western 9 holes of the Delaware Golf Club with a mixed use development on approximately 61 acres zoned A-1 (Agricultural District) and located on the east side of US 23 south of Pollock Road.

**Anticipated Process**

a. Staff Presentation

Mr. Efland reviewed the concept plan for the redevelopment of the western 9 holes of the Delaware Golf Club. Mr. Efland reviewed the location map and the changes to the submitted concept plan for previous plans. Mr. Efland reviewed the zoning map. Mr. Efland discussed the lighting impact concerns to Perkins Observatory and that the applicant was working with Ohio Wesleyan University and Perkins Observatory on a lighting plan agreement. Information provided on the private sewage treatment plant and potential access points. Discussion held on the need for a traffic study and final approval by ODOT. Mr. Efland discussed the zoning uses allowed in an A-1 agricultural district.

Mr. Halter voiced concerns over the lighting plans and the plans for the remainder of the golf course.

b. Applicant Presentation

**APPLICANTS:**

Ron Sabatino  
7625 Green Court  
Dublin, Ohio

Tom Hart  
2 Miranova Place

Columbus, Ohio

Mr. Hart discussed plans for the applicant to file a formal rezoning request and discussed the changes in housing demographics from single-family homes.

Mr. Hart discussed the agreement between the applicant and Perkins Observatory regarding the lighting.

Mr. Hart discussed that they have contacted ODOT for a traffic study and plans for bike path connections throughout the property. Mr. Hart informed the Commission of plans for the current waste water treatment system to continue to operate.

Mr. Hart discussed the landscaping and mounding plans.

Ms. Tucker-Buck voiced a concern over the enforcement of the lighting plans and who will monitor the output. Mr. Hart discussed the plans to purchase a light meter to monitor for violations to be used by Perkins Observatory.

Chairwoman Keller voiced concerns regarding the homeowners due to decreased lighting. Mr. Hart informed the Commission that the lighting will impact commercial residents more than residential. Chairwoman Keller recommended to the applicant that a public safety official review the lighting plans to provide feedback.

Mr. Prall requested information on the type of commercial parcels that the applicant is hoping to have.

Ms. Tucker-Buck recommended that the applicant consider an area for park development.

Mr. Hart discussed his projection for the housing values of surrounding homeowners with potential development.

Mr. Mantzoros discussed the potential for single-family homes. Mr. Sabatino informed that Commission that there was a concern over the increase noise from U.S. 23 for single-family homes.

Chairwoman Keller requested a break at 8:43 p.m. Chairwoman Keller reconvened the meeting at 8:49 p.m.

c. Public comment (not a public hearing)

PUBLIC PARTICIPATION:

Diane Miceli  
428 Ironhorse Dr.

Delaware, Ohio

Ms. Miceli voiced concerns that the remaining nine holes will be eventually developed, who is responsible to maintain the open space, and concerns regarding the sewer fees and changes.

Jim Davies  
649 Maketewah Dr.  
Delaware, Ohio

Mr. Davies voiced concern over the lighting plan, and potential violations from holiday decorations. Mr. Davies also discussed concerns regarding the increase traffic flow into the area.

Mitch Shively, President of the Board of Trustees for the Home Owners Association  
527 Covered Bridge Drive  
Delaware, Ohio

Mr. Shively voiced his concerns over the sewage treatment plant and concerns that the homeowners will have to pay for the cost.

Ryan Wilkins  
820 Covered Bridge Drive  
Delaware, Ohio

Mr. Wilkins voiced his concerns over the concept plan and that the Delaware Golf Course has historical value and the need to keep the park space for the resident's physical and mental wellbeing.

Michael Lambert  
2749 Royal Dornoch Circle  
Delaware, Ohio

Mr. Lambert voiced his concerns over the projected size of the parcels, the expected traffic signal and access point on U.S.23., and the methodology to checking for light violations.

Jason Wissman  
2900 Royal Dornoch Circle  
Delaware, Ohio

Mr. Wissman voiced his concerns of potential crime related to dimly lit areas. Mr. Wissman requested that studies for the lighting plan reflect the current plans and not previous plans.

Jason Ruminski  
675 Maketewah Dr.  
Delaware, Ohio

Mr. Ruminski questioned how a smaller golf course will produce increased revenue.

Lynn Savidge  
443 Maketewah Dr.  
Delaware, Ohio

Ms. Savidge voiced her concern over the decreased lighting plan and the premium that resident's paid to live off of the golf course.

Jay Rundell  
3081 Columbus Pike  
Delaware, Ohio  
President of Methodist Theological School in Ohio (MTSO)

Mr. Rundell clarified that MTSO has not suggested that they support the concept plan, but that they are willing to have discussions with the applicant.

d. No Commission Action

ITEM 4. PLANNING DIRECTOR'S REPORT

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Ms. Tucker-Buck discussed the building placement of Stop-N-Go Storage. Mr. Efland informed the Commission that the building is placed according to approved plans.

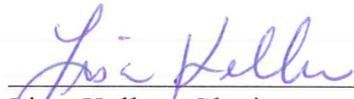
Mr. Halter requested information regarding the Glenross area, and would like a map that shows what areas is annexed and what is approved.

Mr. Halter discussed the need for Commission members to personally tour the surrounding areas of the Delaware Golf Course to get a better understanding of the concept plans. Mr. Efland discussed with the Commission the ability to go individually to look at the area or to go as a planned meeting. Mr. Efland recommended that members get homeowner's permission to walk their property.

ITEM 6. NEXT REGULAR MEETING: February 3, 2016

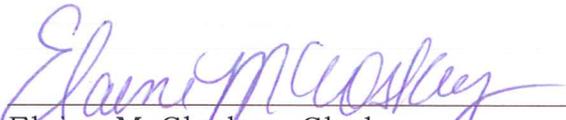
ITEM 7. ADJOURNMENT:

**Motion:** Chairwoman Keller moved for the January 20, 2016 Planning Commission meeting to adjourn. The meeting adjourned at 9:29 p.m.



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Lisa Keller, Chairwoman



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Elaine McCloskey, Clerk

**Civil Service Commission  
Motion Summary  
December 2, 2015**

ITEM 1. ROLL CALL

Michael Robinson called the meeting to order at 3:00pm.

Members Present: Michael Robinson, Eric Coss and Brooke Acker

Staff Present: Human Resource Manager Jessica Feller and Fire Chief John Donahue

ITEM 2. APPROVAL of the Motion Summary of the Civil Service Commission meeting held NOVEMBER 4, 2015, as recorded and transcribed.

**Motion:** Mr. Coss moved to approve of the Motion Summary for the November 4th Motion Summary, seconded by Ms. Acker. Mr. Coss and Ms. Acker abstained from the voting due to not being present at the meeting. Motion passed by a 1-0 vote.

ITEM 3. Amend the Police Officer List

Jeffrey Hill is recommended for removal and Thomas Byers has accepted a position elsewhere. The amended list reflects these two (2) removals.

**Motion:** Mr. Coss moved to approve of the amended Police Officer List seconded by Ms. Acker. Motion passed by a 3-0 vote.

ITEM 4. Amend the Firefighter List

The list will expire on December 18, 2015. A new list is in the process. Three (3) have been hired from this list: Adam Rieser, Jared Nelson and Stephen Payne. The Fire department is at full staffing with sixty-one (61) full-time firefighters.

**Motion:** Ms. Acker moved to approve of the amended Firefighter List seconded by Mr. Coss. Motion passed by a 3-0 vote.

ITEM 5. Amend the Fire Lieutenant Promotional List

The list represents the 2 (two) internal candidates who passed the October exam.

**Motion:** Ms. Acker moved to approve of the Fire Lieutenant List seconded by Mr. Coss. Motion passed by a 3-0 vote.

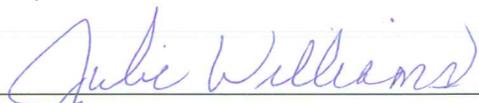
ITEM 6. PUBLIC COMMENT

ITEM 7. COMMISSION MEMBERS COMMENTS

ITEM 8. MEETING ADJOURNMENT

Chairman Robinson adjourned the meeting at 3:15 p.m.

  
\_\_\_\_\_  
Michael Robinson, Chairman

  
\_\_\_\_\_  
Julie Williams, Clerk



## FACT SHEET

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AGENDA ITEM NO: 9

DATE: 2/8/16

ORDINANCE NO: 16-05

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: ---

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE PERMITTING THE SALE AND CONSUMPTION OF ALCOHOL BY THE DELAWARE YMCA C/O NEW MOON HALF & QUARTER MARATHON EVENT TO BE HELD ON MAY 21, 2016, COURSE MAP ATTACHED HERETO IN THE CITY OF DELAWARE.

**BACKGROUND:**

This is the second year for this event and it is to be held Saturday, May 21, 2016. Plans again this year are to have a beer garden located on Sandusky Street. Proceeds from the Celebration Area will support the Delaware YMCA's People Helping People Program. The event organizer has reviewed and agreed to comply with all of the proposed guidelines regarding serving alcohol on City property.

**REASON WHY LEGISLATION IS NEEDED:**

This legislation is required in order to allow a beer garden on Sandusky Street.

**COMMITTEE RECOMMENDATION:**

Special Events Committee recommends approval

**FISCAL IMPACT(S):**

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Craig Thompson, Greenswell, Event Organizer

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

F Permit Application

Map

ORDINANCE NO. 16-05

AN ORDINANCE PERMITTING THE SALE AND CONSUMPTION OF ALCOHOL BY THE DELAWARE YMCA C/O NEW MOON HALF & QUARTER MARATHON EVENT TO BE HELD ON MAY 21, 2016, COURSE MAP ATTACHED HERETO IN THE CITY OF DELAWARE.

WHEREAS, Delaware YMCA c/o New Moon Half & Quarter Marathon has requested permission for the sale and consumption of alcohol for their event to be held Saturday, May 21, 2016, and

WHEREAS, the New Moon Half & Quarter Marathon raises monies for the Delaware YMCA's People Helping People Program, and

WHEREAS, City of Delaware Ordinances may prohibit the consumption of upon city streets, and

WHEREAS, City Council desires to support the efforts of the Delaware YMCA c/o New Moon Half & Quarter Marathon, and

NOW THEREFORE BE IT ORDAINED by the Council of the City of Delaware, Ohio that:

SECTION 1. That the provisions of any ordinance or policy of the City of Delaware that would prohibit the sale and consumption of alcohol at the Delaware YMCA c/o New Moon Half & Quarter Marathon event on Saturday, May 21, 2016 between the hours of 6 p.m. and 10 p.m. in the area set forth in attachment hereto, be waived as they may be applied to the New Moon Half & Quarter Marathon event.

SECTION 2. That Delaware YMCA c/o New Moon Half & Quarter Marathon will secure all proper permits from the State of Ohio to allow it to serve alcohol during the event.

SECTION 3. That Delaware YMCA c/o New Moon Half & Quarter Marathon will secure all proper permits and comply with all guidelines from the City of Delaware for the event and closure streets.

SECTION 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2016

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL  
 6606 TUSSING ROAD  
 REYNOLDSBURG, OHIO 43068-9005  
 Telephone No. (614) 387-7407  
 Fax No. (614) 644-6965  
 http://www.com.ohio.gov/liqr

# F PERMIT APPLICATION FILING FEE \$40.00

Five-Day Privilege for Special Functions - Valid for the Sale of BEER ONLY, Until 1:00 a.m.

**APPLICATION MUST BE FILED AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF FUNCTION**

**§ 4303.20 F permit.** Permit F may be issued to an association of ten or more persons, a labor union, or a charitable organization, or to an employer of ten or more persons sponsoring a function for the employer's employees, to purchase from the holders of A-1 and B-1 permits and to sell beer for a period lasting not to exceed five days. No more than two such permits may be issued to the same applicant in any thirty-day period. The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual. The fee for this permit is forty dollars.

**CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING AN F APPLICATION - ON PAGE 5**

TYPE OR PRINT PLAINLY		ALL QUESTIONS MUST BE ANSWERED		
Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)				
Delaware YMCA c/o New Moon Half & Quarter Marathon				
Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))				
North Sandusky St from William to Winter				
Township (Only if outside city or village limits)	City	State <b>OHIO</b>	Zip Code	County:
	Delaware		43015	Delaware
Mail and/or Fax Permit and Correspondence To: Name: <b>Craig E Thompson</b>				
Street Address:		City:	State:	Zip Code:
8917 S. Old State Rd #198		Lewis Center	OH	43035
Phone #: 614-425-1156		Fax #:		
Email Address: <b>craigthompson@greenswell.com</b> (Note: This is for notification purpose only - NOT for emailing correspondence)				
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:		Name: <b>Craig Thompson</b>	Title: <b>Organizer</b>	
		Phone #: <b>614.425.1156</b>		
Date and Time Function Will <b>Begin</b> :	Date Function <b>Begins</b> :	<u>05/21/2016</u> (Month/ Day/ Year)	Time Function <b>Begins</b> :	<u>6:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Date and Time Function Will <b>End</b> :	Date Function <b>Ends</b> :	<u>05/21/2016</u> (Month/ Day/ Year)	Time Function <b>Ends</b> :	<u>10:00</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Please check what type of organization:				
<input type="checkbox"/> Association of ten or more persons		<input type="checkbox"/> Employer of ten or more persons sponsoring a function for his employees, except for a manufacturer or wholesale distributor of alcoholic beverages (not open to the public)		<input type="checkbox"/> Labor Union
<input checked="" type="checkbox"/> Charitable Organization				
The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the <b>Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.</b>				

**FOR OFFICE USE ONLY**

Taxing District	Remarks:	Reviewer Action:
Permit Number		
Receipt #		



1. What is the purpose of the event? Raise funds for YMCA People Helping People Program

(NOTE: The proceeds of the function shall not be used for the profit or gain of any individuals).

2. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit social, recreational, benevolent, charitable, fraternal, political, patriotic or or athletic purposes?  YES  NO

If "NO", please give detailed explanation: \_\_\_\_\_

3. Will any individual or for profit association, corporation, or other legal entity receive any percentage of the proceeds after expenses from the event for which you are requesting the F permit?  YES  NO

If "YES", please explain, identifying share of profit or gain each person/party will receive: \_\_\_\_\_

4. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages?  YES  NO

If "NO", please submit a detailed explanation of the non member involvement and their financial compensation.

5. Give the name and address of the brewer or distributor from whom beer will be purchased.

Heidelberg Distributing Co  
3801 Parkwest Drive; Columbus, OH 43228

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the **Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.**

**THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):**

STATE OF OHIO, \_\_\_\_\_ COUNTY, ss

I/We \_\_\_\_\_ being first duly sworn, according to law, depose and say that the statements and answers made in the foregoing application are true, and say that I/We are at least twenty-one years of age and the statements and answers made in the foregoing application are true. I hereby acknowledge that I/We are required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages.

**FALSIFICATION OF ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT AND WILL BE PUNISHABLE TO THE FULLEST EXTENT OF THE LAW**

\_\_\_\_\_  
(Signatures of Officer of Association, Lodge or Corporation) (Title) (Print Name)

\_\_\_\_\_  
(Residence Address) (City) (State) (Zip Code) (Telephone Number)

**(This portion to be completed by Notary Public)**

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public) (Notary Expiration)

\_\_\_\_\_  
(Notary - Please Print Name and Affix Seal/Stamp)

DLC 4115



OHIO DEPARTMENT OF COMMERCE  
DIVISION OF LIQUOR CONTROL

6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005

TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

**Section A. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION**

The Delaware YMCA c/o New Moon Half & Quarter Marathon  
*(Full Name of Organization [this must be same as what is listed on Application])*

will be conducting an event at the location of N. Sandusky St from William to Winter  
*(Location or Street address where function held [this must be same as what is listed on Application])*

and has applied for an "F" class temporary liquor permit to allow the sale of beer:

beginning May 21, 2016 at 6:00  am  pm  
*(Date Function Begins - Month/Day/Year) (Time Function Begins)*

and ending May 21, 2016 at 10:00  am  pm  
*(Date Function Ends - Month/Day/Year) (Time Function Ends)*

**Section B. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION**

If applicant is owner of real property mark box,  and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X \_\_\_\_\_  
*(Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)*

\_\_\_\_\_  
*(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)*

**Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)**

This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer of the City, Township or County where the function listed above in Section A will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.

X \_\_\_\_\_  
*(Signed) (Title) (Check the box that applies) (Date)*

- City Police
- Twp Police
- County Sheriff

\_\_\_\_\_  
*(Print Name)*

In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.



## DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

***THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT***

Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR of the first degree. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is required that every applicant for an F or F2 permit submit with the application a **diagram of the premises where alcoholic beverages will be sold and consumed. If the diagram is not included, the application will be returned to the applicant.** The diagram must be submitted in the space provided below or on a separate sheet, **and must be signed by the person who prepared the diagram or the applicant.**

**FOR EVENTS HELD INDOORS:** Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

**FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS:** Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

**DIAGRAM MUST APPEAR IN THE SPACE BELOW**

SEE ATTACHED

Signature of Person who prepared diagram or applicant

## GENERAL INSTRUCTIONS FOR FILING "F" APPLICATIONS

The "F" permit may be issued to any association of ten or more persons, labor union, charitable organization, or to an employer of ten or more persons sponsoring a function for his employees to sell beer only. An "F" permit is effective for not more than five (5) days for the sale of beer only until 1:00 a.m. No more than two (2) "F" permits may be issued to the same applicant in any thirty (30) day period.

The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual.

### APPLICATION WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

1. Forty (\$40.00) dollar filing fee. Make check payable to the Division of Liquor Control. **Please do not mail cash.**
2. Letter of approval from Fair Board if function is to be held on county fairgrounds.
3. Division of Liquor Control Form 4221, Consent of Real Property Owner/Notification of Chief Peace Officer.
4. Copy of diagram of permit premises, (Form DLC 4221) denoting areas where beer will be consumed.
5. If the event is on the premises of a retail permit holder (liquor license holder) you must have the retail permit holder complete Page 6, a notarized affidavit, signed by an officer/owner of the retail permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.
6. If there will be any type of street/alley, or public sidewalk closure, you must submit an acknowledgement from the legislative or local police authority in control authorizing such closure.

### WARNINGS

- Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any retail permit holder from accepting same. **THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE WHOLESALE DISTRIBUTOR.**
- An "F" permit holder must purchase all alcoholic beverages from a wholesale distributor or brewer.
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the permit holder's responsibility to obtain proper identification.



Ohio Department of Commerce  
 Division of Liquor Control  
 6606 Tussing Road, Reynoldsburg, Ohio 43068-9005

**AFFIDAVIT AND MEMORANDUM OF AGREEMENT  
 BETWEEN TEMPORARY PERMIT HOLDER & RETAIL PERMIT HOLDER**  
 (To be completed by Retail Permit Holder)

The State of Ohio, \_\_\_\_\_ County, ss.

I/We \_\_\_\_\_  
*(Name [not DBA Name] Listed on Issued Retail Permit)*

issued retail permit holder # \_\_\_\_\_ being first duly sworn,  
*(Issued Liquor Permit #)*

according to law, depose and say that I/We agree to not utilize our permit privileges at the same time and place where the temporary permit organization function listed on page 1 of this application will be held,

From: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ To: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*MONTH DAY YEAR MONTH DAY YEAR*

\_\_\_\_\_  
*(Signature of Officer, Shareholder or LLC Member of Issued Permit on Record with the Division of Liquor Control)* *(Title)*

\_\_\_\_\_  
*(Print Name of Officer, Shareholder of LLC Member of Issued Permit)* *(Day Time Telephone Number)*

\_\_\_\_\_  
*(Residence Address)* *(City)* *(State)* *(Zip Code)*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*(Notary Public Signature)* *(Notary Expiration Date)*

\_\_\_\_\_  
*(Notary - Please Print Name or Affix Seal/Stamp)*

G R E E N S W E L L

8917 S. Old State Rd #198  
Lewis Center, OH 43035

December 15, 2015

Mr. Tom Holman  
City Manager  
The City of Delaware  
South Sandusky Street  
Delaware, OH 43015

Dear Mr. Holman,

Please accept this written notice for consideration to serve and/or consumer alcohol at the New Moon Half & Quarter Marathon, Crescent Moon 5K in 2016 special event on city property.

I have enclosed the required State paperwork for all requirements. Please advise if there is any further documents you need and whether you would like me to do a presentation or if it will just be heard as a first and second reading at the next City Council meeting. I will be requesting to be placed on the agenda at the March 2016 meeting.

Thank you for your consideration.

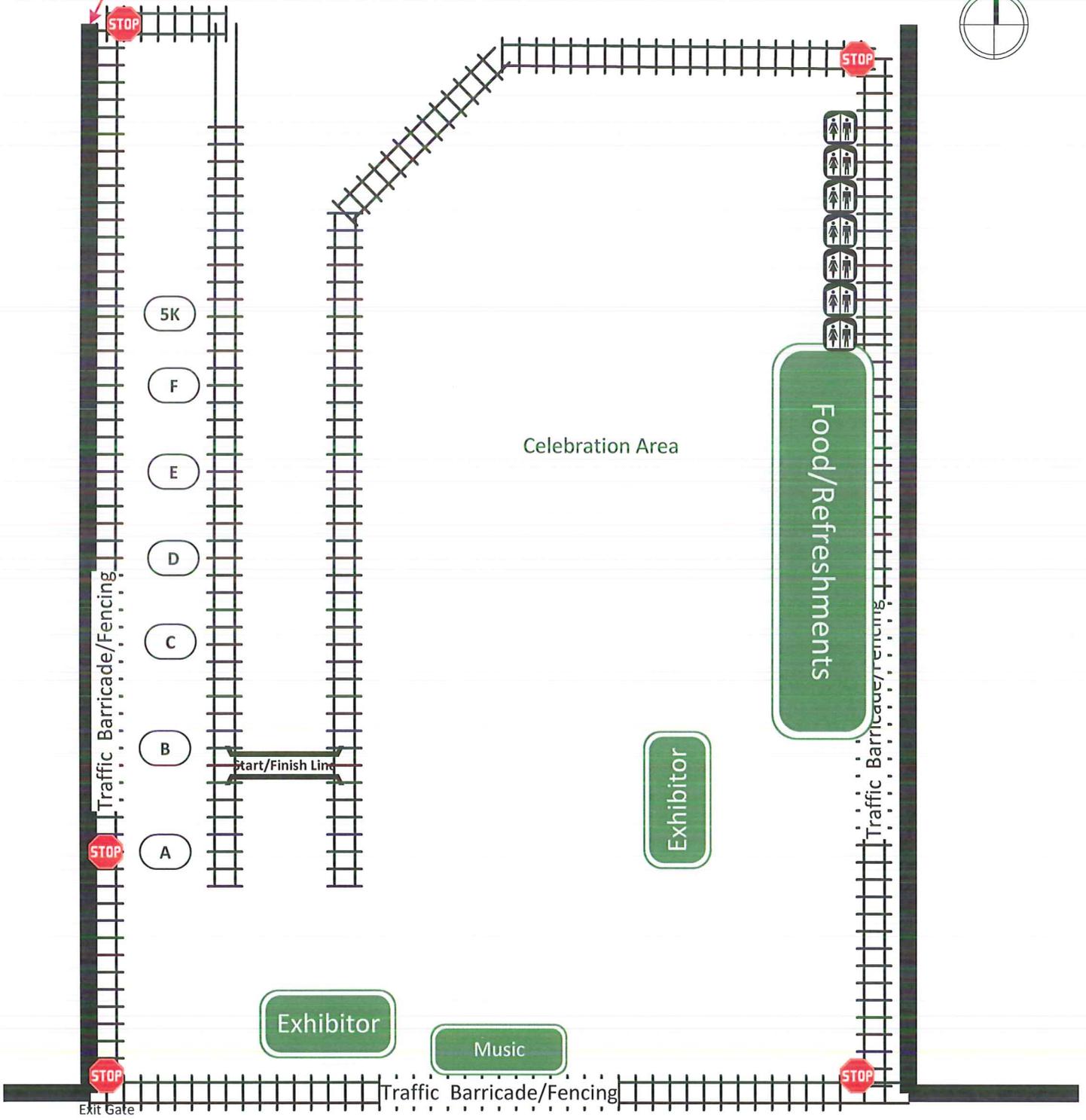
Best regards,

A handwritten signature in black ink, appearing to read "Craig E. Thompson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Craig E Thompson  
Event Organizer, New Moon Half & Quarter Marathon  
614.425.1156

Sidewalk is free – no set-up on sidewalk

Winter Street



STOP

5K

F

E

D

C

B

A

Start/Finish Line

Food/Refreshments



STOP

STOP

STOP

STOP

Exit Gate

Traffic Barricade/Fencing

Traffic Barricade/Fencing

Traffic Barricade/Fencing

Exhibitor

Music

Exhibitor

Celebration Area

William Street



## FACT SHEET

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AGENDA ITEM NO: 10

DATE: 2/8/16

ORDINANCE NO: 16-06

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Bruce L. Pijanowski, Police Chief

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### **TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DELAWARE COUNTY SHERIFF'S OFFICE TO LEND A NON-TRANSFERRABLE LICENSE OF THE SOFTWARE KNOWN AS JAIL TRACKER TO THE CITY OF DELAWARE.

### **BACKGROUND:**

The County will license to the City the software for logging inmates into the Delaware County Jail. This software will also be used to log inmates into the Delaware City Jail, and the information will be transferable. City agrees to install the software, and City is solely responsible for any training, troubleshooting, enhancements, and any and all costs that are related or incidental to its use of the license provided to it by County.

### **REASON WHY LEGISLATION IS NEEDED:**

The City desires to enter into an intergovernmental agreement with the County that allows the Delaware County Sheriff to lend a non-transferrable license of the software known as Jail Tracker to the City, and the County is willing and able to provide such services. This will be mutually beneficial as it will save time booking DPD prisoners into the County Jail, and it will save the City the cost of a new system. Currently, the City is using a booking system that is out of maintenance and failing.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Bruce L. Pijanowski, Police Chief

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Intergovernmental Agreement

ORDINANCE NO. 16-06

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DELAWARE COUNTY SHERIFF'S OFFICE TO LEND A NON-TRANSFERRABLE LICENSE OF THE SOFTWARE KNOWN AS JAIL TRACKER TO THE CITY OF DELAWARE.

WHEREAS, The City of Delaware Police Department desires to enter into an agreement with the County that allows the Delaware County Sheriff to lend a non-transferrable license of the software known as Jail Tracker to the City, and the County is willing and able to provide such services.

WHEREAS, The County will license to the City the software for logging inmates into the Delaware County Jail. City agrees to install the software, and City is solely responsible for any training, troubleshooting, enhancements, and any and all costs that are related or incidental to its use of the license provided to it by County.

WHEREAS, The County and City acknowledge and agree that the service being provided is a proactive cooperative law enforcement venture that is mutually beneficial to both parties. As such Parties agree that in the spirit of mutual aid and furtherance of justice no fees shall be incurred.

WHEREAS, Section 75 of the Charter of the City of Delaware requires that intergovernmental agreements be adopted by ordinance of City Council,

NOW THEREFORE BE IT ORDAINED BY THE Council of the City of Delaware that:

SECTION 1. The City Manager is hereby authorized to enter into the attached Intergovernmental Agreement between the City of Delaware and the Delaware County Sheriff.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2016

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**Intergovernmental Agreement:  
Use of License for the Jail Tracker™ Software**

**Section 1: Parties to the Agreement**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015 (the “City”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

**Section 2: Purpose**

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The City desires to enter into an agreement with the County that allows Delaware County Sheriff to lend a non-transferrable license of the software known as Jail Tracker to the City, and the County is willing and able to provide such services.

**Section 3: Division of Responsibilities**

The County will license to the City the software for logging in inmates in the Delaware County Jail, along with associated data. City agrees to install the software, and City is solely responsible for any training, troubleshooting, enhancements, and any and all costs that are related or incidental to its use of the license provided to it by County.

**Section 4: Compensation**

The County and City acknowledge and agree that the service being provided is a proactive cooperative law enforcement inoperative venture. As such Parties agree that in the spirit of mutual aid and furtherance of justice no fees shall be incurred.

**Section 5: Records**

- 5.1. County and City acknowledge and agree that City data received by County in the course of providing and as it relates to current or former inmates in the jail shall belong to the County.
- 5.2. County and City acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the City or any of its offices, agencies, etc., that City is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered County records and not properly the subject of a public records request directed to the City under R.C. Section 149.43.
- 5.3. However, to assist County in meeting its responsibilities:
  - 5.3.1. City will maintain full access by County to the County’s data stored in its system.

**Intergovernmental Agreement:  
Use of License for the Jail Tracker™ Software**

- 5.3.2. If City receives a public records request for County records contained in such data, it will inform the requester that the information requested is not a public record of the City and that their request will be forwarded to the Sheriff as the individual responsible for County Jail records. City will then immediately forward the request to the Sheriff, along with circumstances of the request and its receipt.
- 5.3.3. City will provide technical assistance to the Sheriff, as requested, in compiling and delivering County data responsive to a public records request.
- 5.4. If the City should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose County data received or stored under this Agreement, it must make reasonable efforts to provide County with prompt notice of such legal requirement prior to disclosure so that County may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, City will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with County in reviewing such material for appropriate redaction prior to disclosure.
- 5.5. Upon termination or expiration of this Agreement, City will return all County data and licenses to County and shall not retain copies of all or any portion of it within its system.
- 5.6. The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

**Section 6: Term**

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

**Section 7: Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**Intergovernmental Agreement:  
Use of License for the Jail Tracker™ Software**

**Section 8: Personnel**

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the City within the meaning or application of any federal, state or local laws or regulations and vice versa.

**Section 9: Equipment and Facilities**

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

**Section 10: Insurance and Liability**

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The City acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the City agrees to release the County from any liability or costs due to such disruption of service.

**Section 11: Miscellaneous Terms & Conditions**

- 11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3. **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be

**Intergovernmental Agreement:  
Use of License for the Jail Tracker™ Software**

deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

11.4. **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11.5. **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**Delaware County Sheriff's Office**

\_\_\_\_\_  
Russell Martin, Sheriff

\_\_\_\_\_  
Date

**Delaware County Board of  
Commissioners**

By:

\_\_\_\_\_  
Gary Merrell, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barb Lewis, Commissioner

\_\_\_\_\_  
Jeff Benton, Commissioner

**Intergovernmental Agreement:  
Use of License for the Jail Tracker™ Software**

**City of Delaware, Ohio**

\_\_\_\_\_  
Tom Homan  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Carol O'Brien  
**Delaware County Prosecuting  
Attorney**

\_\_\_\_\_  
Date

**NO FISCAL OFFICER'S CERTIFICATION REQUIRED (RC 5705.41(D)):**

No actual funds are to be exchanged between the Parties in connection with this Agreement. No Fiscal Officer's Certification is required.



## FACT SHEET

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AGENDA ITEM NO: 11

DATE: 2/8/16

ORDINANCE NO: 16-07

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Bruce L. Pijanowski, Police Chief

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DELAWARE COUNTY SHERIFF'S OFFICE TO BE A PARTNER IN THE DELAWARE COUNTY LAW ENFORCEMENT AGAINST PUSHERS (LEAP) PROGRAM WHICH IS A COUNTY-WIDE MULTI-JURISDICTIONAL DRUG TASK FORCE.

**BACKGROUND:**

The Drug Task Force is a mutual aid task force that has the primary mission of pursuing and prosecuting groups or individuals who manufacture, distribute or sell drugs. The task force is comprised of officers that are assigned from the member agencies. The mission of the Drug Task Force is to reduce the availability of drugs in our community. The ongoing coordination of effort is necessary to most effectively combat drug crimes in the city and the county.

**REASON WHY LEGISLATION IS NEEDED:**

This ordinance authorizes the City Manager to enter into an Intergovernmental Agreement with the Delaware County Sheriff's Office.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

None

**PRESENTER(S):**

Bruce L. Pijanowski, Police Chief

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Delaware County L.E.A.P. Multi-Agency Drug Task Force Memorandum of Understanding.

ORDINANCE NO. 16-07

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DELAWARE COUNTY SHERIFF'S OFFICE TO BE A PARTNER IN THE DELAWARE COUNTY LAW ENFORCEMENT AGAINST PUSHERS (LEAP) PROGRAM WHICH IS A COUNTY-WIDE MULTI-JURISDICTIONAL DRUG TASK FORCE.

WHEREAS, The Delaware County Sheriff's Office is considered the host agency for the LEAP Drug Task Force, and

WHEREAS, the City of Delaware is an ongoing partner in the LEAP Drug Task Force.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DELAWARE, OHIO THAT:

SECTION 1. The City Manager is hereby authorized to enter into a Memorandum of Understanding with the Delaware County Sheriff's Office to be a partner in the Delaware County LEAP Drug Task Force. Unless the terms of the agreement change, the City Manager is authorized to enter into successor agreements.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION: YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2016 YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_ CITY CLERK  
\_\_\_\_\_ MAYOR



## Delaware County L.E.A.P. Multi-Agency Drug Task Force

### MEMORANDUM OF UNDERSTANDING

The Delaware County L.E.A.P. Program is a Countywide Multijurisdictional Drug Task Force.

The Delaware County Sheriff's Office is considered the Host Agency and the Delaware County Sheriff is the Administrator. The Drug Task Force is comprised of Sworn Law Enforcement Officers and Detectives from the Sheriff's Office, City, Villages and Township Police Departments, as well as, the Delaware County Prosecutor's Office.

The mission of the Drug Task Force is to reduce the availability of drugs in our community. The Drug Task Force is intelligence driven, aimed at identifying and investigating street level, mid level and major drug traffickers, with street and mid level investigations being utilized as a precursor to arrest, prosecute and convict major drug traffickers.

The Drug Task Force is committed to enhancing the combined efforts of Local, State and Federal Agencies in actively pursuing and prosecuting those groups or individuals, who manufacture, distribute or sell illegal drugs. Although we recognize that total elimination of drug law violators and the associated crimes of violence, theft, robbery and fraud is unlikely, it remains our number one goal. Drug related crimes negatively impact our community, which leads to the decay of society, spanning all economical and ethnic classes. The Drug Task Force is dedicated to combating drug crimes, severely impacting the illegal sale and distribution of the drug trade within our community and improving the quality of life of Delaware County's residents.

The Delaware County Sheriff's Office, as the LEAP Drug Task Force Administrator and the

\_\_\_\_\_ agree to the terms and conditions set forth in the





## FACT SHEET

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AGENDA ITEM NO: 12

DATE: 2/8/16

ORDINANCE NO: 16-08

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Bruce Pijanowski, Police Chief

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE DELAWARE COUNTY ADULT PROTECTIVE SERVICES INTERDISCIPLINARY TEAM (DCAPSIT).

**BACKGROUND:**

The program provides roles and responsibilities for preventing, reporting, investigating and prosecuting elder abuse cases in Delaware County.

**REASON WHY LEGISLATION IS NEEDED:**

The MOU is an agreement among the Delaware County Department of Job and Family Services, the county agencies mandated to participate in the MOU pursuant to R.C. § 5101.621(A), and additional community partners as identified by DCAPSIT that delineates, outlines, and defines the roles and responsibilities for preventing, reporting, investigating, and prosecuting elder abuse cases in Delaware County. The MOU also identifies procedures for interagency collaborative service provision needed to ensure Adult safety and well-being.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

None

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Bruce L. Pijanowski, Police Chief

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Delaware County Adult Protective Services Interdisciplinary Team (MOU)

ORDINANCE NO. 16-08

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE DELAWARE COUNTY ADULT PROTECTIVE SERVICES INTERDISCIPLINARY TEAM (DCAPSIT).

WHEREAS, the City of Delaware and the Delaware County Adult Protective Services Interdisciplinary Team (DCAPSIT) have agreements in place to maximize the safety of Adults throughout the investigation, prosecution and delivery processes,

WHEREAS, the Delaware County Adult Protective Services Interdisciplinary Team is required by law (O.R.C. 5101.621). The MOU is an agreement among the Delaware County Department of Job and Family Services, the county agencies mandated to participate in the MOU pursuant to R.C. § 5101.621(A), and additional community partners as identified by DCAPSIT that delineates, outlines, and defines the roles and responsibilities for preventing, reporting, investigating, and prosecuting elder abuse cases in Delaware County. The MOU also identifies procedures for interagency collaborative service provision needed to ensure Adult safety and well-being.

WHEREAS, Section 75 of the Charter of the City of Delaware requires that intergovernmental agreements be adopted by ordinance of City Council,

NOW THEREFORE BE IT ORDAINED BY THE Council of the City of Delaware that:

SECTION 1. The City Manager is hereby authorized to enter into the Memorandum of Understanding between the City of Delaware and the Delaware County Adult Protective Services Interdisciplinary Team. Unless the terms of the agreement change, the City Manager is authorized to enter into successor agreements.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2016

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

# DELAWARE COUNTY ADULT PROTECTIVE SERVICES INTERDISCIPLINARY TEAM (DCAPSIT)

## Adult Protective Services (APS) Memorandum of Understanding (MOU) (R.C. 5101.621)



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## **I. DEFINITIONS**

As used in this MOU:

- A. “Adult” is defined in R.C. § 5101.60(B).
- B. “APS” means Adult Protective Services.
- C. “Auditor” means the Delaware County Auditor.
- D. “COAAA” means Central Ohio Area Agency on Aging.
- E. “Code Enforcement” individually and/or collectively means the following code enforcement agencies:
  - 1. City of Dublin
  - 2. City of Delaware
  - 3. City of Powell
  - 4. City of Westerville
  - 5. Delaware County Code Compliance
- F. “Coroner” means Delaware County Coroner.
- G. “County Prosecutor” means Delaware County Prosecuting Attorney.
- H. “Court” individually and/or collectively means the following Courts:
  - 1. Delaware County Common Pleas Court (“Common Pleas Court”)
  - 2. Delaware County Municipal Court (“Municipal Court”)
- I. “DCAPSIT” means Delaware County Adult Protective Services Interdisciplinary Team.
- J. “DCBDD” means Delaware County Board of Developmental Disabilities.
- K. “DGHD” means Delaware General Health District.
- L. “DCDJFS” means Delaware County Department of Job and Family Services.
- M. “DMMH” means Delaware Morrow Mental Health and Recovery Services Board.
- N. “Dog Warden” means the Delaware County Dog Warden.

O. "Health Systems" individually and/or collectively means the following health systems:

1. Ohio State University Hospitals
2. Mount Carmel Health System
3. Ohio Health

P. "Helpline" means Helpline of Delaware and Morrow Counties, Inc.

Q. "Law Enforcement" individually and/or collectively means the following agencies:

1. Delaware County Sheriff's Office
2. Village of Ashley Police Department
3. City of Columbus Police Department
4. City of Delaware Police Department
5. City of Dublin Police Department
6. Genoa Township Police Department
7. Ohio State Highway Patrol
8. Village of Ostrander Police Department
9. City of Powell Police Department
10. Village of Shawnee Hills Police Department
11. Sunbury-Galena Police Department

R. "Legal Aid" individually and/or collectively means the following agencies:

1. Legal Aid Society of Columbus (Marion)
2. Interfaith Legal Services Clinic (Delaware)

S. "MOU" means this Delaware County Adult Protective Services Memorandum of Understanding.

T. "Municipal Prosecutor" means the City of Delaware Municipal Prosecuting Attorney.

U. "Ombudsman" means the regional long-term care ombudsman.

V. "Participating Agency" individually and/or collectively means the signatories to this MOU and/or the members of DCAPSIT.

W. "Probate Court" means Delaware County Probate Court.

X. "SourcePoint" means SourcePoint of Delaware County, Ohio fka Delaware County Council for Older Adults.

Y. "VSU" means the Delaware County Victim Services Unit, a division of the Delaware County Prosecutor's Office.

Z. Words and phrases not defined in this MOU, but defined in R.C. § 5101.60, shall be defined as provided in R.C. § 5101.60, *et seq.*

## II. STATEMENT OF PURPOSE

This MOU is the memorandum of understanding in Delaware County as required by Ohio Revised Code (R.C.) § 5101.621. The MOU sets forth duties, as required by R.C. §§ 5101.60 - 5101.72, related to cases of Adult abuse, neglect, misappropriation, and/or exploitation. The MOU is an agreement among the DCDJFS, the county agencies mandated to participate in the MOU pursuant to R.C. § 5101.621(A), and additional community partners as identified by DCAPSIT that delineates, outlines, and defines the roles and responsibilities for preventing, reporting, investigating, and prosecuting elder abuse cases in Delaware County. The MOU also identifies procedures for interagency collaborative service provision needed to ensure Adult safety and well-being.

The procedures outlined in this MOU are designed to maximize the safety of Adults throughout the investigation, prosecution, and service delivery processes. It is the responsibility of each participating entity to assure that all staff within their respective organizations responsible for responding to situations involving Adult abuse, neglect, misappropriation and/or exploitation has a copy of the most current version of this MOU and is knowledgeable on the procedural steps contained in this MOU.

DCDJFS APS is guided by a set of principles that, by extension, guide the work of all organizations who participate in this MOU. These principles are as follows:

- **Freedom over safety.** Adults have the right to choose to live at risk of harm, providing they are capable of making that choice, do not harm another in doing so, commit no crime, and do not create a public nuisance. This means that when interests compete, freedom is more important than safety, and Adults have the right to refuse services.
- **Self-determination.** Adults have the right to make personal choices and decisions until such time as they delegate, or the courts grant, the responsibility to someone else.
- **Participation in decision-making.** Adults have the right to receive information to make informed decisions and, to the extent they are able, to participate in all decisions that affect their circumstances.

These principles do not directly apply to investigations of possible criminal acts. All criminal investigations are conducted and charging and prosecution decisions are made by the organizations responsible for such activities and decisions. Additionally, the right to self-determination does not relieve any organization of the obligation to complete a cross-report of a suspected incident of abuse, neglect, misappropriation or exploitation.

## III. DCAPSIT

DCAPSIT is established in Delaware County. Membership consists of those individuals and entities that are parties to this MOU.

DCAPSIT lead agency is DCDJFS. DCDJFS shall enlist partners and agencies to participate and serve as members in DCAPSIT who are in-touch with the senior citizen community and involved in community safety, health, and senior services.

DCAPSIT members shall commit to a minimum of one (1) year of participation in DCAPSIT. When/if an individual participating in DCAPSIT on behalf of a member is unable to attend a DCAPSIT meeting, participate in a DCAPSIT activity, or is no longer willing or able to represent the DCAPSIT member, another representative of the same agency will be assigned by that agency to participate in DCAPSIT on behalf of that member.

The following are subcommittees of DCAPSIT:

- A. Case Consultation and Support Subcommittee
- B. Awareness and Community Education Subcommittee
- C. Identifying Services Gaps

Membership and/or involvement in/with the subcommittees is at the discretion of DCAPSIT. Subcommittees may be repurposed or eliminated or additional subcommittees may be added as determined necessary by DCAPSIT.

All meetings of DCAPSIT and/or any of its subcommittees shall, unless otherwise authorized by law, shall be open to the public in accordance with R.C. § 121.22.

In the discretion of the DCAPSIT, other members may be added to DCAPSIT.

Membership of a non-mandatory member of DCAPSIT may be terminated if the non-mandatory member or a representative of that non-mandatory member fails to attend consecutively at least half of the DCAPSIT meetings scheduled in a year. Membership may be restored in the discretion of DCAPSIT. Membership of mandatory members of DCAPSIT (i.e. DCDJFS, Law Enforcement, County Prosecutor, and Coroner) may not be terminated.

See Attachment A - DCAPSIT Protocol

#### **IV. PARTICIPATING AGENCIES**

The mandatory organizations, per R.C. § 5101.621(A), that are required to participate in this MOU and include:

- A. DCDJFS
- B. Law Enforcement
- C. County Prosecutor
- D. Coroner

The optional subscribers that participate in this MOU are:

- A. SourcePoint
- B. COAAA
- C. Ombudsman
- D. DMMH
- E. DGHD
- F. DCBDD
- G. VSU
- H. Columbus Metro Housing Authority
- I. Delaware County Fire Chief's Association
- J. Helpline
- K. Delaware County EMS
- L. Code Enforcement
- M. Legal Aid
- N. Auditor
- O. Delaware County Board of Realtors
- P. Health Systems
- Q. Turning Point
- R. Probate Court
- S. Dog Warden
- T. Municipal Prosecutor
- U. Any other subscribers as may later be determined by the DCAPSIT

## **V. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY**

### **DCDJFS**

DCDJFS, in collaboration with all participating organizations, maintains the leadership role in the development and maintenance of the MOU. DCDJFS maintains responsibility for the leadership and facilitation of the DCAPSIT through scheduling meetings, facilitating meetings, developing meeting agendas, completing and distributing meeting minutes, and ensuring that the subcommittees meet regularly and report-out to the DCAPSIT.

#### **A. Reports of Adult Abuse, Neglect, Misappropriation, or Exploitation**

1. DCDJFS will receive reports from those individuals and professionals with a duty to report as identified in R.C. § 5101.61, family members, concerned citizens, and others having reasonable cause to believe that an Adult is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation.
2. Pursuant to R.C. § 5101.61, the following individuals and professionals who have reasonable cause to believe that an Adult is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation shall immediately report such belief to DCDJFS.

- a. Attorney
  - b. Physician
  - c. Osteopath
  - d. Podiatrist
  - e. Chiropractor
  - f. Dentist
  - g. Psychologist
  - h. Hospital employee as defined in R.C. § 3701.01<sup>1</sup>
  - i. Licensed nurse licensed under R.C. Chapter 4723
  - j. Ambulatory health facility employee
  - k. Home health agency employee
  - l. Employee of a residential facility licensed under R.C. § 5119.34<sup>2</sup>
  - m. Employee of a nursing home, residential care facility, or home for the aging as defined in R.C. § 3721.01
  - n. Senior service provider
  - o. Peace officer
  - p. Coroner
  - q. Clergy
  - r. Community mental health facility employee
  - s. Any person engaged in professional counseling, social work, or marriage and family therapy.
3. DCDJFS will receive such reports twenty-four (24) hours a day, seven (7) days a week.
    - a. During business hours of 8:00 am until 4:30 pm Monday through Friday DCDJFS will receive calls of abuse, neglect, misappropriation, and/or exploitation at the agency intake line: (740) 833-2340.
    - b. Outside of business hours (indicated above), on weekends, or on legal or declared holidays DCDJFS will receive calls of abuse, neglect, misappropriation, and/or exploitation through the Delaware County Sheriff: (740) 833-2800. Callers must request the on-call DCDJFS caseworker.
  4. The report of abuse, neglect, misappropriation and/or exploitation, and the investigatory report resulting from the referral, shall be confidential. Information contained in the report shall, upon request, be made available to the Adult who is the subject of the report, to agencies authorized by DCDJFS to receive information contained in the report, and to legal counsel for the Adult.
  5. As necessary, the report, investigatory report, and any other related information shall be provided to Law Enforcement and/or the appropriate Prosecutor upon completion of the investigation for consideration of civil and/or criminal action.
  6. Reports made of abuse, neglect, misappropriation and/or exploitation of an Adult with developmental disabilities or, where in the course of investigating of such a

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<sup>1</sup> Does not apply to employees of any hospital or public hospital as defined in R.C. § 5122.01.

<sup>2</sup> Applicable to residential facility that provides accommodations, supervision, and personal care services for three (3) to sixteen (16) unrelated adults.

report, DCDJFS learns that the Adult has a developmental disability, DCDJFS shall immediately make a cross-report to DCBDD:

- a. During business hours of 8:00 am until 4:30 pm Monday through Friday DCBDD investigative agents will receive calls at DCBDD: (740) 201-3684 or (740) 201-5812.
  - b. Outside of business hours (indicated above), on weekends, or on legal or declared holidays DCBDD will receive calls through Helpline: (800) 684-2324. Callers must request the on-call DCBDD investigative agent or caseworker.
7. DCDJFS will review reports and determine if the report will be accepted for investigation.

## **B. Investigative Responsibilities**

1. DCDJFS will respond to reports it receives of abuse, neglect, misappropriation and/or exploitation of an Adult in accordance with R.C. § 5101.62 and by doing the following:
  - a. If the report alleges that a crime has occurred, DCDJFS shall immediately cross-report to the appropriate Law Enforcement agency, depending on where the alleged crime occurred, for Law Enforcement to investigate. DCDJFS shall continue to work with Law Enforcement to develop a joint plan for investigation.
  - b. If the report indicates an Emergency (defined in R.C. § 5101.60(E) as “an adult living in conditions which present a substantial risk of immediate and irreparable physical harm or death to self or any other person”), DCDJFS shall initiate an investigation of the report within twenty-four (24) hours after it receives the report or case.
  - c. If the report does not indicate an Emergency (defined above), DCDJFS shall initiate an investigation within three (3) working days after it receives the report or case.
  - d. If the report involves an Adult that resides in a county other than Delaware County or who resides in another state, DCDJFS shall immediately cross-report to the department of job and family services in the county where the adult resides or to the equivalent agency in the county in which the Adult resides in another state.
  - e. DCDJFS shall contact the Dog Warden for the handling of abused or neglected animals discovered during the course of the investigation.
2. Investigation of the need for protective services shall include a face-to-face visit with the Adult who is the subject of the report, preferably in the Adult's residence, and consultation with the person who made the report, if feasible, and agencies or persons who have information about the Adult's alleged abuse, neglect, or exploitation.
3. During the initial interview with the Adult the APS caseworker shall do the following:

- a. Using DCDJFS Form, Notice of Intent to Investigate, and DCDJFS Form, Consumer Rights & Responsibilities, give written notice of the intent of the investigation and explain both forms in language reasonably understandable to the Adult who is the subject of the investigation.
  - b. Explain to the Adult the issues and concerns raised by the reporter.
  - c. Gather from the Adult as much as he/she is willing to share, including, but not limited to, all information regarding the allegations that may be true or false, and the Adult's perceptions of the allegations.
  - d. Gather the name(s) and contact information of any and all family members or caregivers connected to the Adult who may be helpful in providing services in the alleged victim's home.
  - e. Identify and discuss any cultural issues that impact the Adult's understanding of the allegations or service delivery options.
  - f. Gather financial information from the Adult.
  - g. Determine whether a power of attorney is in place or whether a guardianship has been established for the Adult. If a power of attorney is in place or a guardianship has been established, gather the names and contact information of the person(s) holding a power of attorney or the name of the guardian so that these individuals may be contacted.
  - h. Gather information on medications taken, both prescribed and over-the-counter, physician name, and names of other involved medical service providers.
  - i. Gather any additional information that will assist in completing a investigative assessment of the Adult and his/her surroundings and circumstances.
4. The assigned APS caseworker shall visit the Adult's home at least once during the investigation and, with the permission of the Adult or the Adult's guardian, conduct face-to-face interviews with all members or as many members as possible of the household.
  5. Investigation of the need for protective services shall also include consultation, if feasible, with the person who made the report. This is especially important if it is determined that the reporter may have additional information that was not captured in the original referral.
  6. The assigned APS caseworker shall interview other known persons and/or agencies who have information or knowledge of the alleged abuse, neglect, misappropriation and/or exploitation.
  7. All findings and conclusions of the investigation shall be documented in writing by the APS caseworker in the case record.
  8. The assigned APS worker shall complete the investigation within thirty (30) days following receipt of the original report unless an extension is warranted allowing for forty-five (45) days. Upon completion, DCDJFS shall:
    - a. Complete DCDJFS Form, APS Investigative Assessment. Assessment areas, include, but are not limited to, the Adult's personal and social environment, personal care, activities of daily living, instrumental activities of daily living, and community service needs.

- b. Determine from its findings whether or not the Adult who is the subject of the report is in need of protective services.<sup>3</sup>
  - c. Write a report which confirms or denies the need for protective services and states why DCDJFS reached this conclusion.
9. If the Adult is found to be abused, neglected, and/or exploited, and he/she requests intervention to stop the abuse, neglect, misappropriation and/or exploitation, the assigned APS caseworker shall work with the Adult to develop a protective service plan. The protective service plan will identify the APS caseworker's case management responsibilities, which shall include service coordination with community service providers.
10. At any time during the investigation, if a qualified professional identifies that the Adult is competent to make his/her own decisions, even if those decisions appear to allow abuse, neglect, misappropriation and/or exploitation to continue, and the Adult does not want to receive services, the assigned APS caseworker shall immediately withdraw and close the case.
11. Each investigation shall be concluded with a determination of validated or non-validated abuse, neglect, misappropriation and/or exploitation and shall include the rationale for the determination.

### **C. Provision of Protective Services**

1. If, during the course of the investigation, the Adult is found to be abused, neglected, and/or exploited, and he/she is identified as being incapacitated to the point that he/she does not understand the consequences of his/her decisions (as a result of a physical or mental disability), and thus does not have the ability to self-protect from abuse, neglect, misappropriation and/or exploitation, the assigned APS worker shall do the following.
  - a. Consult with the County Prosecutor regarding the filing for protection orders in Probate Court or taking other legal action in Probate Court or any other court to address the circumstances. Such orders or actions may include a request for an order to place the Adult in an alternative safe protective setting.
  - b. Locate a medical or mental health professional and have that professional evaluate the Adult and complete a Report of Expert Evaluation. The evaluation shall document the Adult's capacity or incapacity and, if incapacitated, any diagnosis causing the incapacity and the Adult's inability to adequately provide for his/her own care and safety.
  - c. Ensure the safety of the Adult.
2. If protection orders are authorized by the Probate Court, the assigned APS caseworker shall follow the Court's order and, working with the County

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<sup>3</sup> No Adult shall be determined to be abused, neglected, or in need of protective services for the sole reason that, in lieu of medical treatment, the Adult relies on or is being furnished spiritual treatment through prayer alone in accordance with the tenets and practices of a church or religious denomination of which the Adult is a member or adherent.

Prosecutor, shall attend and/or follow-up with any Court activities, hearings, filings, etc. involving the Adult's case and/or as required by the Court.

3. Once the Adult has been provided protective services such that the issue of abuse, neglect, misappropriation and/or exploitation is resolved, or once the Adult has been placed in a protective setting such as a long term care facility, maintenance in own home with appropriate caregiver, or caregiver's home except as identified in Ohio Administrative Code 5101:2-20-02 (L)(4), the assigned APS caseworker shall propose termination of protective services. Termination shall be approved by a DCDJFS supervisor.
4. If termination is approved, the assigned APS caseworker shall close the case in accordance with DCDJFS policies and procedures, and, working with the County Prosecutor, obtain termination of orders of protection from Probate Court.

#### **D. DCAPSIT**

1. DCDJFS shall participate in DCAPSIT and follow the DCAPSIT Protocol (Attachment A).
2. DCDJFS shall adhere to confidentiality requirements as required by applicable law, rules, and regulations.
3. Except as otherwise authorized by law or as provided in this MOU, all information permitted to be shared amongst and between the Participating Agencies regarding the Adult shall only be shared amongst and between the Participating Agencies when supported by the Adult who is the subject of the investigation or service provision or his/her guardian through a signed release of information that specifies the information and specific entity with which the information may be shared. (Attachment B - Authorization to Use and Disclose Information).

#### **LAW ENFORCEMENT**

Law Enforcement shall independently conduct and maintain the leadership role in investigations of all allegations of abuse, neglect, misappropriation and/or exploitation of an Adult where it appears that criminal activity may be involved. Law Enforcement is responsible for investigation of acts that occur within their respective jurisdictions. Any such investigations shall be conducted concurrently with any DCDJFS investigation. DCDJFS and Law Enforcement shall cooperate with each other in conducting their respective investigations and shall share information with each other that may assist the other in conducting their respective investigations.

#### **A. Procedure in Responding to Allegations of Adult Abuse, Neglect, Misappropriation and/or Exploitation**

Law Enforcement shall adhere to the following procedures in responding to cases of Adult abuse, neglect, misappropriation and/or exploitation of:

1. The appropriate Law Enforcement agency or agencies shall respond to Emergency and non-Emergency reports of alleged abuse, neglect, misappropriation and/or exploitation of an Adult, including any Adult who is developmentally disabled.
2. Law Enforcement shall, immediately refer all reports of alleged abuse, neglect, misappropriation, and/or exploitation to the APS caseworker with DCDJFS and also, if the Adult is developmentally disabled, to the investigative agent with DCBDD.
3. The responding Law Enforcement agency(ies) shall assure the safety and well-being of the Adult.
4. The appropriate Law Enforcement agency(ies) shall investigate any alleged, apparent, or believed criminal activity associated with the allegations of abuse, neglect, misappropriation and/or exploitation. As a part of the investigation, Law Enforcement shall at a minimum:
  - a. Interview, as appropriate, the Adult,
  - b. Interview any witnesses relevant to or who may have information concerning the incident,
  - c. Interview all suspects alleged to have committed crimes against the Adult.
5. Law Enforcement shall accompany the APS caseworker with DCDJFS and/or investigative agent with DCBDD to the location of the reported incident and/or to meet with or interview the Adult or other individuals with knowledge or information about the alleged abuse, neglect, misappropriation and/or exploitation when:
  - a. Safety concerns for the caseworker/investigator are present,
  - b. An alleged Adult victim is in immediate danger,
  - c. The caseworker/investigator is denied access to the Adult's home and there is reason to believe the Adult is in immediate danger,
  - d. Upon request of the caseworker/investigator.
6. Law Enforcement shall communicate interviews, facts, and findings with the APS caseworker with DCDJFS and/or investigative agent with DCBDD, as applicable, in a timely manner.
7. Law Enforcement shall provide an initial incident report to the APS caseworker with DCDJFS and/or investigative agent with DCBDD, as applicable:
  - a. In Emergency cases the incident report shall be provided within one (1) hour of receipt of the initial report by Law Enforcement and shall be provided by email, facsimile, or telephone.
  - b. In non- Emergency cases the incident report shall be provided within seventy-two (72) hours of receipt of the initial report by Law Enforcement and shall be provided by email, facsimile, or telephone.
8. Law Enforcement shall contact the Dog Warden for the handling of abused or neglected animals discovered during the course of the investigation.
9. Where after investigation Law Enforcement believes that criminal activity has occurred and criminal charges may be warranted, Law Enforcement shall refer the case to either the Municipal Prosecutor or County Prosecutor as appropriate.

10. Law Enforcement shall provide a complete final investigation report to the APS caseworker with DCDJFS and/or investigate agent with DCBDD, as applicable, within forty-five (45) days of receipt of the initial report by Law Enforcement. If an on-going criminal investigation or prosecution prevents providing a complete final investigation report, a status report will be provided outlining the investigative or prosecution activities.

## **B. DCAPSIT**

1. Law Enforcement shall participate in DCAPSIT and follow the DCAPSIT Protocol (Attachment A).
2. Law Enforcement shall adhere to confidentiality requirements as required by applicable law, rules, and regulations.
3. Except as otherwise authorized by law or as provided in this MOU, all information permitted to be shared amongst and between the Participating Agencies regarding the Adult shall only be shared amongst and between the Participating Agencies when supported by the Adult who is the subject of the investigation or service provision or his/her guardian through a signed release of information that specifies the information and specific entity with which the information may be shared. (Attachment B - Authorization to Use and Disclose Information).

## **COUNTY PROSECUTOR**

The County Prosecutor maintains the leadership role in criminally prosecuting felony criminal offenses related to the abuse, neglect, misappropriation, and/or exploitation of Adults. The County Prosecutor's Office, pursuant to R.C. § 309.09, is also the legal advisor to all Delaware County officers and boards, including, but not limited to, DCDJFS, DCBDD, and the Sheriff, and as such maintains the leadership role for advising and provides representation to such officers and boards in civil matters related to the abuse, neglect, and/or exploitation of Adults.

### **A. Procedure in Criminally Prosecuting Felony Allegations of Adult Abuse, Neglect, Misappropriation and/or Exploitation**

The County Prosecutor's Office shall adhere to the following procedures in criminally prosecuting felony cases of Adult abuse, neglect, misappropriation, and/or exploitation:

1. Receive reports and investigations from Law Enforcement presenting possible felony criminal activity related to Adult abuse, neglect, misappropriation, and/or exploitation.
2. Review, at the request of Law Enforcement, DCBDD, and/or DCDJFS, reports regarding Adult abuse, neglect, misappropriation and/or exploitation for possible prosecution.
3. Responsible for making decision to accept case(s) for prosecution.

4. Assist Law Enforcement, DCBDD, and/or DCDJFS in completion of their investigation.
5. Assist with coordination of the investigation process with DCAPSIT partners as needed.
6. Prepare and present felony criminal cases in the appropriate Court.

**B. Procedure in Civilly Advising and Representing Delaware County Officers and Boards Regarding Allegations of Adult Abuse, Neglect, Misappropriation and/or Exploitation**

The County Prosecutor's Office shall adhere to the following procedures in civilly advising and representing Delaware County officers and boards in cases of abuse, neglect, misappropriation and/or exploitation of Adults:

1. Provide legal advice to Delaware County officers and boards regarding Adult abuse, neglect, misappropriation, and/or exploitation.
2. Provide legal representation to DCDJFS in the filing and prosecution of petitions for court ordered APS of Adults who are identified as being incapacitated to the point that they do not understand the consequences of their decisions (as a result of a physical or mental disability), or lack the ability to self-protect from abuse, neglect, misappropriation, and/or exploitation.
3. Provide legal representation to DCBDD in the filing and prosecution of petitions for court ordered removal in cases of Adult abuse, neglect, misappropriation, and/or exploitation, when necessary and the Adult isn't willing to leave the situation, in order to provide appropriate placement and/or services.
4. Prepare and present APS cases in Delaware County Probate Court.

**C. DCAPSIT**

1. The County Prosecutor shall participate in DCAPSIT and follow the DCAPSIT Protocol (Attachment A).
2. The County Prosecutor shall adhere to confidentiality requirements as required by applicable law, rules, and regulations.
3. Except as otherwise authorized by law or as provided in this MOU, all information permitted to be shared amongst and between the Participating Agencies regarding the Adult shall only be shared amongst and between the Participating Agencies when supported by the Adult who is the subject of the investigation or service provision or his/her guardian through a signed release of information that specifies the information and specific entity with which the information may be shared. (Attachment B - Authorization to Use and Disclose Information).

**CORONER**

The Coroner supports the investigation and prosecution of allegations of Adult abuse, neglect, misappropriation, and/or exploitation.

**A. Support Investigation and Prosecution of Adult Abuse, Neglect, Misappropriation and/or Exploitation**

The Coroner shall adhere to the following procedures to support the investigation and prosecution of Adult abuse, neglect, misappropriation and/or exploitation:

1. Receive reports from Law Enforcement, DCDJFS, DCBDD, and others of deaths which are suspected to have resulted from, are related to, or to have been contributed to by Adult abuse, neglect, misappropriation and/or exploitation.
2. Review the decedents' histories and the circumstances of their deaths in order to identify deaths which meet the requirements of R.C. Chapter 313 for assumption of coroner jurisdiction.
3. When a death is within the coroner's jurisdiction, perform a medicolegal investigation, which, except in extenuating circumstances, will include the performance of a complete autopsy and toxicology testing.
4. Provide a copy of the report of the results of the Coroner's investigation to Law Enforcement, DCDJFS, DCBDD, County Prosecutor, and/or other agencies, as applicable and appropriate under the law and requirements of this MOU.
5. In the course of an investigation, as applicable, report concerns as indicated to the appropriate Law Enforcement, DCDJFS, DCBDD, and/or County Prosecutor.

**B. DCAPSIT**

1. The Coroner shall participate in DCAPSIT and follow the DCAPSIT Protocol (Attachment A).
2. The Coroner shall adhere to confidentiality requirements as required by applicable law, rules, and regulations.
3. Except as otherwise authorized by law or as provided in this MOU, all information permitted to be shared amongst and between the Participating Agencies regarding the Adult shall only be shared amongst and between the Participating Agencies when supported by the Adult who is the subject of the investigation or service provision or his/her guardian through a signed release of information that specifies the information and specific entity with which the information may be shared. (Attachment B - Authorization to Use and Disclose Information).

**OPTIONAL SUBSCRIBERS**

Optional subscribers shall support the efforts of the participating agencies in the prevention of, arresting, responding to, investigating, and intervention in cases of Adult abuse, neglect, misappropriation and/or exploitation.

**A. Support Prevention, Arresting, Responding to, Investigation of, and Intervention of Participating Agencies in cases of Adult Abuse, Neglect, Misappropriation and/or Exploitation**

Optional subscribers support the efforts of the participating agencies in the prevention of, arresting, responding to, investigating, and intervention in cases of Adult abuse, neglect, misappropriation and/or exploitation in the following ways:

1. Immediately report suspected cases of Adult abuse, neglect, misappropriation and/or exploitation to Law Enforcement and/or DCDJFS.
2. Educate staff of their respective organization's internal policies on signs, symptoms, and reporting requirements (mandatory and non-mandatory reporters) of Adult abuse, neglect, misappropriation and/or exploitation.
3. Educate staff of their respective organizations on the contents of this MOU.
4. Work collaboratively with DCDJFS in arranging in-service training on Adult abuse, neglect, misappropriation and/or exploitation for professionals within their organization who are required by Ohio's law to report suspected Adult abuse, neglect, misappropriation and/or exploitation.
5. Share necessary identifying information to assist in completing investigations of Adult abuse, neglect, misappropriation and/or exploitation or those adults being served by the DCBDD.
6. Whenever possible, collaborate with DCDJFS, in the development of a service plan for timely access to services for voluntarily services being provided to an Adult or services ordered by the Probate Court.

## **B. DCAPSIT**

1. Optional subscribers are encouraged to participate in DCAPSIT to the fullest extent possible and as participants follow the DCAPSIT Protocol (Attachment A).
2. Optional subscribers shall adhere to confidentiality requirements as required by applicable law, rules, and regulations.
3. Except as otherwise authorized by law or as provided in this MOU, all information permitted to be shared amongst and between the Participating Agencies regarding the Adult shall only be shared amongst and between the Participating Agencies when supported by the Adult who is the subject of the investigation or service provision or his/her guardian through a signed release of information that specifies the information and specific entity with which the information may be shared. (Attachment B - Authorization to Use and Disclose Information).

## **VI. SCOPE OF WORK**

### **A. Cross System Referrals**

1. Participating Agencies and/or individual members of Participating Agencies shall comply with all applicable mandated reporter and/or any other reporting requirements imposed by law, regulation, or rule, including but not limited to, R.C. § 5101.61 – Duty to Report Suspected Abuse of Adult.

2. If any Participating Agency or member of a Participating Agency witnesses, has reason to believe, or has knowledge that an Adult is being abused, neglected, misappropriated and/or exploited such shall be reported immediately or as soon as reasonably possible to Law Enforcement and/or DCDJFS.
3. If any Participating Agency or member of a Participating Agency witnesses, has reason the believe, or has knowledge of any Adult who is the subject or victim of a criminal act that constitutes abuse, neglect, misappropriation and/or exploitation such shall be reported immediately or as soon as reasonably possible to Law Enforcement and/or DCDJFS.
4. If DCDJFS or DCBDD knows or has reason to believe that an Adult who is the subject of a report does not, either wholly or partially, fall under the responsibility of their respective agency, DCDJFS, pursuant to R.C. § 5101.611, or DCBDD shall forward or refer the report to the following agencies as appropriate:

<b>Referral Agency</b>	<b>Type of Report</b>
DCDJFS	Report involving an Adult who is the subject or victim of abuse, neglect, misappropriation and/or exploitation to proceed pursuant to R.C. §§ 5101.60 to 5101.71.
DCBDD	Report involving a developmentally disabled Adult as defined in R.C. § 5126.01 for review pursuant to R.C. § 5126.31.
Ombudsman	Report involving an Adult who resides in a long-term care facility and their rights have been violated as defined in R.C. §§ 173.01 and 173.19 for review pursuant to R.C. § 173.19.
Ohio Department of Health	Report involving an Adult who has allegedly been abused, neglected, misappropriated and/or exploited by staff employed at a residential facility as defined in R.C. § 5119.70 or a nursing home as defined in R.C. § 3721.01 for investigation pursuant to R.C. § 3721.031.
PCSA (DCDJFS)	Report concerns a child, as defined in R.C. § 5153.01.

Any referral made by DCDJFS to another public regulatory agency or investigatory entity pursuant to R.C. § 5101.611 or this MOU shall be made in accordance with rules adopted by the Ohio Department of Job and Family Service (ODJFS).

**B. Cross Referrals**

1. Cross referrals between Law Enforcement, DCDJFS and/or DCBDD shall occur when there is knowledge any of the following:
  - a. A death suspected to be a result of abuse, neglect, misappropriation and/or exploitation;
  - b. Severe physical abuse that requires medical treatment;
  - c. Evidence learned during the course of an investigation which suggests the possibility of a criminal offense;
  - d. Financial misappropriation/exploitation.

2. DCDJFS and DCBDD may request assistance from Law Enforcement at any time during an investigation, but shall request assistance from Law Enforcement under the following circumstances:
  - a. When investigating a situation that is potentially dangerous;
  - b. When a report of abuse is received and evidence is apparent;
  - c. When a victim or any other person wants to file a police report;
  - d. When it appears that there is a criminal violation involving physical harm and/or exploitation;
  - e. Upon verified report of other types of abuse or severe neglect;
  - f. When assistance is needed to enforce a court order to remove the Adult from his/her home to a protected placement setting;
  - g. To assist an Adult to leave a living situation when the alleged abuser is threatening, obstructive, and/or dangerous;
  - h. Any other time that DCDJFS or DCBDD considers appropriate.
3. Law Enforcement shall request the assistance of community resources at any time Law Enforcement believes an Adult would benefit from or circumstances exist where an Adult is in need of community resources to assist their situation.
4. Law enforcement shall take the lead in all criminal investigations and shall be responsible for the following
  - a. Forensic collection of evidence
  - b. Interviews of alleged perpetrators.
 DCDJFS and DCBDD will continue to investigate and act upon all other non-criminal aspects of the reported abuse, neglect, misappropriation and/or exploitation.
5. Cases that cross the responsibility of more than one Participating Agency or discipline may be reviewed at the DCAPSIT. The purpose of case review meetings shall be to enhance joint investigations and service delivery.

### **C. Collaborative and Joint Service Provision**

1. Each Participating Agency member shall agree to cooperate by executing the Delaware County APS Plan of Cooperation (Attachment C).
2. DCDJFS shall offer community resources to any Adult, including a victim of criminal abuse, neglect, misappropriation and/or exploitation, who has received investigation and assessment services to:
  - a. Prevent, reduce or remedy conditions causing endangerment through provision of services identified in the investigation assessment;
  - b. Maximize the adult's independence and self-direction;
  - c. Prevent unnecessary institutionalization to enable the Adult to remain in their own home and community as long as possible.
3. If DCDJFS does not provide ongoing APS services, DCDJFS will, with the Adult's permission or the permission of the Adult's guardian, communicate identified service needs to other community service providers who may assist the Adult with long term service needs.
4. Whenever two (2) or more Participating Agencies provide services to an Adult and the Adult or the Adult's guardian has completed and signed an appropriate release

- (Attachment B), the Participating Agencies and service providers will maintain regular communication to review services being provided, evaluate effectiveness, and jointly plan for any changes, including termination, of services.
5. All participating agencies shall utilize the DCAPSIT to discuss service gaps, service barriers, or any other issues related to effective and quality service delivery.

## **VII. TRAINING/ORIENTATION**

Cross-systems training shall be provided to Participating Agencies to ensure all DCAPSIT members understand the collaborative (DCAPSIT) mission, the role of each Participating Agency, the services offered by each Participating Agency, and related procedures and protocol. DCDJFS and Participating Agencies, through DCAPSIT, shall provide such training.

Each Participating Agency shall ensure that all applicable staff in their respective agencies receive a copy of this MOU. As department heads and elected officials found in the signature section of this MOU change or a new Participating Agency is identified or joins DCAPSIT, DCDJFS shall take the lead to provide the new department head, elected official, or new Participating Agency with a copy of this MOU and provide training on the purpose and processes found in the collaborative plan. DCDJFS shall seek to have any new Participating Agency become a signatory on this MOU.

Each Participating Agency agrees to provide other Participating Agencies with generalized education and orientation on the mission and vision of their respective agency and the services offered by their agency and how their mission and vision relates to the protection and support of senior citizens and Adults in Delaware County and how the services they offer may be utilized in connection with such protection and support.

## **VIII. CONFLICT RESOLUTION**

Interagency operations sometimes result in misunderstandings, disagreements, and/or disputes. It is therefore necessary to specify procedures to mitigate and resolve any misunderstandings, disagreements, and/or disputes between Participating Agencies to avoid clouding or disrupting the services being provided.

In the event of a misunderstanding, disagreement, and/or dispute between Participating Agencies, such misunderstanding, disagreement, and/or dispute shall be resolved as follows:

- A. Each Participating Agency shall address and handle complaints about their own personnel internally.
- B. Any Participating Agency that has or encounters a problem or conflict with another Participating Agency as a result of this MOU or arising in or as a part of an on-going investigation shall direct such problem or conflict to a supervisor with the Participating Agency perceived to be the cause of the problem. The involved Participating Agencies shall then attempt to professionally resolve the problem or conflict by any appropriate and/or necessary means.

- C. Every effort should be made to resolve conflicts or problems informally. If the conflict or problem cannot be resolved informally, the matter should be handled at the appropriate management level.

Regardless of or despite any misunderstandings, disagreements, and/or disputes, at all times the best interests of Adult victims of elder abuse and/or Adults receiving services shall remain paramount.

## **IX. CONFIDENTIALITY STATEMENT**

As a part of any investigation, the various Participating Agencies must share certain sensitive, often confidential, information among Participating Agencies to conduct a thorough and comprehensive investigation. However, confidentiality shall at all times be preserved, protected, and maintained to the greatest extent possible. Information shall only be shared and/or used as follows:

- A. As permitted by applicable laws, regulations, and/or rules.
- B. Pursuant to R.C. § 5101.61(F), “[t]he written or oral report provided for in this section [R.C. § 5101.61 – Duty to Report Suspected Abuse of Adult] and the investigatory report provided for in section 5101.62 of the Revised Code are confidential and are not public records, as defined in section 149.43 of the Revised Code. In accordance with rules adopted by the department of job and family services, information contained in the report shall upon request be made available to the adult who is the subject of the report and to legal counsel for the adult.”
- C. Whenever any applicable law requires DCDJFS APS or DCBDD to report to Law Enforcement, Law Enforcement shall, upon request by DCDJFS APS or DCBDD, provide a copy of its investigative report concerning the reported incident, as applicable, to DCDJFS APS or DCBDD.
- D. Whenever any applicable law requires Law Enforcement to report to DCDJFS APS, Law Enforcement may request to talk to the assigned caseworker about the case. The caseworker shall share information with Law Enforcement about findings.
- E. Except as otherwise authorized by law or as provided above, all information permitted to be shared amongst and between the Participating Agencies regarding the Adult shall only be shared amongst and between the Participating Agencies when supported by the Adult who is the subject of the investigation or service provision or his/her guardian through a signed release of information that specifies the information and specific entity with which the information may be shared. (Attachment B - Authorization to Use and Disclose Information).

Each Participating Agency member shall memorialize its commitment to confidentiality by executing the DCAPSIT Participation and Confidentiality Agreement (Attachment D).

When any person commits, causes, permits or encourages the unauthorized dissemination of information, DCDJFS shall give written notification of such unauthorized dissemination to the County Prosecutor.

These confidentiality provisions are supplemental to any and all applicable laws, regulations, and/or rules regarding and/or requiring confidentiality. The confidentiality provisions of this MOU shall survive the termination or expiration of each signor's involvement with this MOU.

## **X. TERMS AND CONDITIONS**

The following terms and conditions shall apply to this MOU:

### **A. Term**

This MOU shall be immediately effective for each Participating Agency on the date the Participating Agency signs this MOU. This MOU shall remain in effect until June 30, 2017.

### **B. Renewal**

Upon written agreement of the Parties, this MOU may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

### **C. Amendments and Modifications**

This MOU may only be modified or amended upon signed written agreement of all of the Participating Agencies, except in the event of a change in applicable state or federal laws, regulations, or rules. In the event of a change in law, regulation, or rule affecting the MOU, the MOU shall be modified or amended by the DCDJFS Director and the County Prosecutor to the extent necessary to conform the MOU with the change in law, regulation, or rule. Copies of the modified MOU or amendment shall be mailed by the DCDJFS Director to all Participating Agencies.

If a modification or amendment is desired by the Participating Agencies or becomes necessary for any reason other than a change in law, regulation, or rule, the DCDJFS Director or his/her designee shall convene a meeting of the Participating Agencies to consider the modification or amendment.

### **D. Participating Agencies Responsible For Their Own Actions**

The Participating Agencies agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this MOU.



## **E. Insurance**

Each participating Agency shall carry and maintain current throughout the life of the MOU such bodily injury and property damage liability insurance as will protect the Participating Agency and other Participating Agencies against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this MOU or from the use of any vehicle(s) in connection therewith.

Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which the Participating Agency may or shall become legally obligated to pay as damages. The Participating Agency shall be responsible for any and all premiums for such policy(ies).

At any time throughout the life of the MOU, any Participating Agency may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

In addition to the rights and protections provided by the insurance policies as required above, the each Participating Agency shall retain any and all such other and further rights and remedies as are available at law or in equity.

## **F. Worker's Compensation Insurance**

Each Participating Agency shall, as applicable, carry and maintain throughout the life of the MOU Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Each Participating Agency shall be individually responsible for any and all premiums for such policy(ies). At any time throughout the life of the MOU, any Participating Agency may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

## **G. Professional Insurance**

Throughout the life of the MOU, Participating Agencies shall, as applicable, provide and maintain current, without lapse, professional liability insurance for itself and/or its employees providing services under this MOU. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Participating Agency and other Participating Agencies against any and all liability or damages arising from professional services provided under the MOU. Each Participating Agency shall be individually responsible for any and all premiums for such policy(ies). At any time throughout the life of the MOU, any Participating Agency may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

In addition to the rights and protections provided by the insurance policies as required above, the Participating Agencies shall retain all such other and further rights and remedies as are available to them at law or in equity.

## **H. Termination**

This MOU may be terminated as follows:

### **1. Convenience:**

Any Participating Agency may terminate its participation in this MOU at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to all other Participating Agencies.

The Participating Agencies may terminate this MOU at any time and for any reason upon the unanimous mutual written consent of the Participating Agencies.

### **2. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this MOU, the aggrieved Participating Agency(ies) shall provide written notice of the breach or default to the breaching or defaulting Participating Agency and permit the breaching or defaulting Participating Agency to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, the breaching Participating Agency may be terminated from participation in this MOU.

If a Participating Agency is terminated from participation in this MOU pursuant to this Section, the terminated Participating Agency shall have no cause of action against the other Participating Agencies.

If this MOU is terminated, no Participating Agency shall have a cause of action against any other or all of the Participating Agencies.

## **I. No Third Party Cause of Action**

This MOU does not bestow any right or cause of action on any third party and no third party may bring any action against any Participating Agency related to or in connection with this MOU or any Participating Agency's negligence, action, inaction or omission as related to the Participating Agencies duties, responsibilities, or obligations pursuant to or under this MOU.

**J. Records Retention**

For a minimum of three (3) years after the conclusion of any investigation or services rendered under this MOU or as otherwise required by any applicable law, regulation, rule, or records retention schedule, the Participating Agency shall retain and maintain all contracts, subcontracts, invoices, investigation records, receipts, reports, service records, documents, and all other information or data, regardless of form or media, relating to all matters covered by this MOU (“Records”). If an audit, litigation, or other action is initiated during the term of this MOU, the Participating Agency shall retain and maintain the Records until the action is concluded and all issues are resolved or the applicable retention period has expired, whichever is later.

**K. Assignment**

This MOU and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the express written consent of all Participating Agencies.

**L. Authority:**

The MOU is required by R.C. § 5101.621 and is intended to conform to the requirements of that section.

**M. Consideration:**

The Participating Agencies agree that the cooperation of the Participating Agencies and the benefits that such cooperation brings to each agency and the community at-large are good and valuable consideration and that this MOU is supported by good and valuable consideration. The Participating Agencies agree not to challenge this MOU on the basis of a lack of consideration.

**N. No Expenditure of County Funds**

This MOU does not require the expenditure of any moneys or funds (\$0.00) by any Participating Agency.

**O. No Auditor/Fiscal Officer’s Certification (RC 5705.41(D)) Required:**

No actual funds are to be exchanged between the Participating Agencies in connection with this MOU. No Auditor/Fiscal Officer’s Certification is required.

**P. Waiver**

The waiver of any provision or requirement of this MOU or any occurrence of breach or default of this Contract is not and shall not be interpreted as a waiver of any such

subsequent occurrences. If any Participating Agency fails to perform an obligation(s) under this MOU and such failure(s) is (are) waived by the other Participating Agencies, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s).

#### **Q. Civil Rights**

No Participating Agency and/or person acting on behalf of a Participating Agency shall in any way or manner discriminate against any person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry in the administration of this MOU, any programs or services offered pursuant to this MOU or in the eligibility of any person to participate in such programs, or in any investigation conducted consistent with or pursuant to this MOU.

#### **R. New Participating Agencies**

If a mandated subscriber to this MOU is replaced through election or appointment, the DCDJFS Director or designee shall provide the new representative with a copy of the current MOU. The DCDJFS Director or designee will seek the endorsement of any new representative and of all mandated participants. Should any mandated participant refuse to endorse the MOU, a letter of explanation shall be attached and filed with the MOU.

#### **S. No Dismissal**

A failure to follow the guidelines set forth in the MOU is not grounds for, and shall not result in, the dismissal of any charge or complaint arising from any report of abuse, neglect, misappropriation and/or exploitation or the suppression of any evidence obtained as a result of a report of abuse, neglect, misappropriation and/or exploitation and does not give any rights or grounds for appeal of post-conviction relief to any person.

#### **T. Location of MOU**

A copy of this MOU will be on file at DCDJFS and with all Participating Agencies. A copy of the MOU shall be provided to any other individuals, organizations or agencies upon request.

#### **U. Licenses**

The Participating Agencies certify and warrant that they and/or their employees providing services pursuant to this MOU have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary and/or required by law to perform the services required or contemplated by this MOU and to conduct business in the state of Ohio. The

Participating Agencies further certify and warrant that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

## **V. Notices**

All notices, consents, and/or other communications which may or are required to be given by this MOU or by operation of law shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the signatories for the Participating Agencies at the addresses or numbers listed for such signatories in the signature block and shall be effective when sent or transmitted.

Participating Agencies may change or update the name of the individual who is to receive notice on its behalf and the contact information for that individual by providing written notice to all Participating Agencies as provided in this section.

## **W. Drug Free Environment**

The Participating Agencies agree to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Participating Agencies shall make a good faith effort to ensure that all of their employees engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

## **X. Governing Law**

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.

## **Y. Incorporation of Attachments**

The following Attachments are attached to this MOU and by this reference incorporated into and made a part of this MOU:

- Attachment A – DCAPSIT Protocol
- Attachment B – Authorization to Use and Disclose Information
- Attachment C – Delaware County APS Plan of Cooperation
- Attachment D – DCAPSIT Participation and Confidentiality Agreement.

To the extent that any terms and conditions of this MOU conflict with those contained in the attached Attachments, the terms and conditions of this MOU shall prevail.

**Z. Drafting**

This MOU shall be deemed to have been drafted by all Participating Agencies and no purposes of interpretation shall be made to the contrary.

**AA. Counterparts**

This MOU may be executed in counterparts.

**BB. Severability**

The provisions of this MOU are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**CC. Signatures**

Any person executing this MOU in a representative capacity hereby warrants that he/she has authority to sign this MOU or has been duly authorized by his/her principal to execute this MOU on such principal’s behalf and is authorized to bind such principal.

**DD. Entire Agreement**

This MOU and its Attachments shall constitute the entire understanding and agreement between the Participating Agencies, shall supersede all prior understandings and agreements, whether written or oral, between the Participating Agencies relating to the subject matter hereof, and may only be modified or amended in writing as provided in this MOU.

**XI. SIGNATURES**

By signature below, each Participating Agency agrees to all the terms and conditions of this MOU.

**(SIGNATURES FOLLOW ON PAGES 29 THROUGH 72)**

Approved as to Form

\_\_\_\_\_  
Delaware County Prosecuting Attorney

\_\_\_\_\_  
Date



**MANDATORY SUBSCRIBER**

**1. Delaware County Department of Job and Family Services (DCDJFS)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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**MANDATORY SUBSCRIBER**

**2. Delaware County Sheriff's Office**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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**MANDATORY SUBSCRIBER**

**3. City of Columbus Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**4. City of Delaware Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**5. City of Dublin Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**6. City of Powell Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**7. Genoa Township Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**8. Ohio State Highway Patrol**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**9. Sunbury-Galena Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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**MANDATORY SUBSCRIBER**

**10. Village of Ashley Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**11. Village of Ostrander Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**12. Village of Shawnee Hills Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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**MANDATORY SUBSCRIBER**

**13. Delaware County Prosecuting Attorney**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**MANDATORY SUBSCRIBER**

**14. Delaware County Coroner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**1. Central Ohio Area Agency on Aging (COAAA)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**2. City of Delaware Code Enforcement**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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**OPTIONAL SUBSCRIBER**

**3. City of Delaware Municipal Prosecuting Attorney**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**4. City of Dublin Code Enforcement**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**5. City of Powell Code Enforcement**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**6. City of Westerville Code Enforcement**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**7. Columbus Metro Housing Authority**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**8. Delaware County Auditor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**9. Delaware County Board of Developmental Disabilities (DCBDD)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

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Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**10. Delaware County Board of Realtors**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

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Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**11. Delaware County Code Compliance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

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Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**12. Delaware County Common Pleas Court**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**13. Delaware County Dog Warden**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

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Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**14. Delaware County EMS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**15. Delaware County Fire Chief's Association (includes member Delaware Co. Fire Depts.)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

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Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**16. Delaware County Municipal Court**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**17. Delaware County Probate Court**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**18. Delaware County Victim Services**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

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Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**19. Delaware General Health District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**20. Delaware Morrow Mental Health and Recovery Services (DMMH)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**21. Helpline of Delaware and Morrow Counties, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**22. Interfaith Legal Services Clinic (Delaware)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**23. Legal Aid Society of Columbus (Marion)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**24. Mount Carmel Health System**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**25. Ohio Health**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**26. Ohio State University Hospitals**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**27. Regional Long-Term Care Ombudsman**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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**OPTIONAL SUBSCRIBER**

**28. SourcePoint of Delaware County, Ohio fka Delaware County Council for Older Adults**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

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Email

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**OPTIONAL SUBSCRIBER**

**29. Turning Point**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Contact Information:

\_\_\_\_\_  
Address

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Telephone

\_\_\_\_\_  
Email

## ATTACHMENT A

### **DCAPSIT PROTOCOL**

DCAPSIT was created to achieve the Delaware County community vision of Adults in Delaware County living assured that they are safe from abuse, neglect, misappropriation, and exploitation. The mission of DCAPSIT is to facilitate a community culture that protects Adults from abuse, neglect, misappropriation, and exploitation through education, advocacy, services, and collaborative case review and investigation. In keeping with such mission, DCAPSIT shall adhere to the following protocols:

1. DCAPSIT lead agency is DCDJFS. DCDJFS shall enlist partners and agencies to participate and serve as members in DCAPSIT who are in-touch with the senior citizen community and involved in community safety, health, and senior services.
2. DCAPSIT members shall commit to a minimum of one (1) year of participation in DCAPSIT. When/if an individual participating in DCAPSIT on behalf of a member is unable to attend a DCAPSIT meeting, participate in a DCAPSIT activity, or is no longer willing or able to represent the DCAPSIT member, another representative of the same agency will be assigned by that agency to participate in DCAPSIT on behalf of that member.
3. Membership of a non-mandatory member of DCAPSIT may be terminated if the non-mandatory member or a representative of that non-mandatory member fails to attend at least three (3) or more consecutive scheduled meetings of DCAPSIT. Membership may be restored in the discretion of DCAPSIT. Membership of mandatory members of DCAPSIT (i.e. DCDJFS, Law Enforcement, County Prosecutor, and Coroner) may not be terminated.
4. DCAPSIT shall develop and facilitate an effective community-wide system of prevention that raises public awareness among professionals and the community to recognize and report potential abuse, neglect, misappropriation, and/or exploitation, educates Delaware County caregivers and families about resources and responsibilities, and provides strategies and support to Delaware county senior citizens so that they may protect themselves.
5. DCAPSIT shall resolve cases more efficiently and with better outcomes by identifying and coordinating the roles and services of Delaware County and community agencies and offices that provide resources and support to Adult victims of abuse, neglect, misappropriation, and/or exploitation.
6. Each DCAPSIT Participating Agency member shall agree to and execute a DCAPSIT Participant and Confidentiality Agreement.
7. DCAPSIT shall provide multi-disciplinary case review.
8. In all of its functions, meetings, case reviews, and activities, confidentiality shall at all times be preserved, protected, and maintained to the greatest extent possible by all

DCAPSIT Participating Agency members. Information shall only be shared and used as permitted by applicable laws, regulations, and/or rules and consistent with the current APS MOU.

9. Each Participating Agency member shall memorialize its commitment to confidentiality by executing the DCAPSIT Participation and Confidentiality Agreement.
10. DCAPSIT shall monitor, evaluate and promote the quality and effectiveness of community resources, support services, and protection services in the community.
11. DCAPSIT shall identify barriers to protecting senior citizens and will advocate for elder rights and protections.
12. DCAPSIT shall advocate on behalf of those Adults who cannot.
13. DCAPSIT shall hold regular meetings.
14. DCAPSIT shall monitor effectiveness of local programs, changes in state and local laws regarding APS, and adjust protocols when needed.
15. DCAPSIT may sponsor educational opportunities for professionals and the community at-large on APS topics, including, but not limited to, recognition of abuse, neglect, misappropriation, and/or exploitation, protection of seniors, and providing education on current laws affecting APS.

**ATTACHMENT B**

**Authorization to Use and Disclose Information  
(Including Protected Health Information PHI)**

I understand that by initialing and signing below, I authorize the Delaware County Adult Protective Services Interdisciplinary Team (DCAPSIT) and its member agencies to disclose, request, and exchange my/my ward's information, including protected health information (PHI), with each other for the purpose of investigating possible abuse, neglect, misappropriation, and/or exploitation, coordinating community services, and/or developing effective methods to prevent and/or intervene in crisis situations.

I understand that my authorization will remain in effect for 365 days from the date of my signature. My authorization may be withdrawn at any time, in writing, except to the extent that action has already been taken. Upon receipt of written revocation, further release of information shall cease immediately, except as allowed by law.

I understand that this release may authorize the DCAPSIT to disclose information, including PHI, to persons who are not required by Federal or State law to keep that information confidential and that these persons may disclose the information, including PHI, to others without my consent or authorization. The DCAPSIT, its member agencies, and/or Delaware County, Ohio, including all its boards, officials, officers, employees, agents, representatives, and volunteers, shall not be responsible for the misuse or re-release of information by another individual, agency, or entity. The DCAPSIT does not authorize the further disclosure of the information, including PHI.

---

Individual's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I hereby authorize members of the Delaware County Multi-Agency Crisis Intervention Team to:

- disclose information
- request information
- exchange information

**Agencies**

Initial and date all the following specific agencies between which you authorize information to be used/disclosed **OR** initial and date "**ALL OF THE ABOVE AGENCIES**" to authorize information to be used/disclosed between **ALL** of the following listed agencies.

<b>Agency</b>	<b>Initials</b>	<b>Date</b>
Central Ohio Area Agency on Aging (COAAA)		
City of Columbus Police Department		
City of Delaware Code Enforcement		
City of Delaware Municipal Prosecuting Attorney		
City of Delaware Police Department		
City of Dublin Code Enforcement		
City of Dublin Police Department		
City of Powell Code Enforcement		
City of Powell Police Department		

City of Westerville Code Enforcement		
Columbus Metro Housing Authority		
Delaware County Auditor		
Delaware County Board of Developmental Disabilities (DCBDD)		
Delaware County Board of Realtors		
Delaware County Code Compliance		
Delaware County Common Pleas Court		
Delaware County Coroner		
Delaware County Department of Job and Family Services (DCDJFS)		
Delaware County Dog Warden		
Delaware County EMS		
Delaware County Fire Chief's Association (includes member Delaware Co. Fire Depts.)		
Delaware County Municipal Court		
Delaware County Probate Court		
Delaware County Prosecuting Attorney		
Delaware County Sheriff's Office		
Delaware County Victim Services		
Delaware General Health District		
Delaware Morrow Mental Health and Recovery Services (DMMH)		
Genoa Township Police Department		
Helpline of Delaware and Morrow Counties, Inc.		
Interfaith Legal Services Clinic (Delaware)		
Legal Aid Society of Columbus (Marion)		
Mount Carmel Health System		
Ohio Health		
Ohio State Highway Patrol		
Ohio State University Hospitals		
Regional Long-Term Care Ombudsman		
SourcePoint of Delaware County, Ohio fka Delaware County Council for Older Adults		
Sunbury-Galena Police Department		
Turning Point		
Village of Ashley Police Department		
Village of Ostrander Police Department		
Village of Shawnee Hills Police Department		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
<b>ALL OF THE ABOVE AGENCIES</b>		

**Information to Be Used/Disclosed**

Initial and date all of the specific types of information that you authorize to be used/disclosed **OR** initial and date “**ALL TYPES OF INFORMATION**” to authorize **ALL** of the following types of information to be used/disclosed.

Type of Information	Initial	Date
Court Reports/Records		
Diagnostic Assessment/Intake information		
Investigation Records		
Other Assessments/Evaluations		
Psychological/Psychiatric Evaluation		
Team/DCAPSIT Meeting Minutes		
Treatment/Service Plan		
Other (Please Specify):		
<b>ALL TYPES OF INFORMATION</b>		

Individual/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**-OR-**

**Notice of Revocation**

I hereby revoke authorization for further use and disclosure of my/my ward’s protected health information effective immediately.

Individual/Guardian Signature: \_\_\_\_\_ Date Revoked: \_\_\_\_\_

**Notice to Recipient of Alcohol and Drug Related Information:** This information has been disclosed to you from records protected by Federal Confidentiality Rules. The Federal Rules prohibit the recipient of this information from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR, Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal Rules restrict any use of information to criminally investigate or prosecute any alcohol or drug abuse client.

Adult Protective Services (APS)  
Memorandum of Understanding (MOU)



**ATTACHMENT C**

**DELAWARE COUNTY APS PLAN OF COOPERATION**

This Delaware County Adult Protective Services (APS) Plan of Cooperation (Plan) is a formal agreement between Delaware County Department of Job and Family Services (DCDJFS) and Delaware County Adult Protective Services Interdisciplinary Team (DCAPSIT) Participating Agency members which establishes the collaborative strategies to serve vulnerable Adults (see definition in R.C. § 5101.61(B)) in the Delaware County community who are subject to abuse, neglect, misappropriation, and/or exploitation. The Plan is the foundational platform for Participating Agencies to develop and implement procedures for integrating and coordinating services, conducting investigations, and for sharing information in providing APS.

This Plan affirms that serving the Adult population with APS includes the active participation of community partners. Signors of the Plan (Participating Agency) agree to the following:

1. Participate and assist in the development and maintenance of a memorandum of understanding (MOU) that defines the responsibilities and relationships among the Participating Agencies in the prevention, reporting, investigation, treatment and prosecution of cases of Adult abuse, neglect, misappropriation, and/or exploitation.
2. Sign the MOU.
3. Commit to participate in DCAPSIT and comply with the MOU to the fullest extent possible.
4. An MOU and comprehensive plan to meet core requirements for Ohio’s APS programs and requirements and DCAPSIT shall be in place and active by July 1, 2016.
5. Provide an inventory of services and programs available to Adults in order to avoid duplication and overlap, to establish and maintain a coordinated and united effort to provide APS, and to fully utilize community assets and build upon existing resources.

**DCDJFS**

\_\_\_\_\_  
David S. Dombrosky  
Director  
Delaware County Dept. of Job and Family Services  
140 N. Sandusky St., 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

\_\_\_\_\_  
Date

**PARTICIPATING AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      Zip Code

## ATTACHMENT D

### DCAPSIT Participation and Confidentiality Agreement

The goal of the Delaware County Adult Protective Services Interdisciplinary Team (DCAPSIT) is to advise adult protective services (APS) providers in planning for comprehensive services to vulnerable elders who are abused, neglected, misappropriated, or exploited; to coordinate the community service delivery system; and to work with DCAPSIT members and other local agencies to provide and implement care plans for victims of elder abuse, neglect, misappropriation, and/or exploitation.

As a result of participation on the DCAPSIT, Participating Agencies may have access to personal client information related to the client's financial situation, medical condition and/or other private matters.

As a member of DCAPSIT, I and the agency I represent agree to:

1. Commit the time to fully participate.
2. Attend the required training developed for Participating Agencies.
3. Attend monthly or regularly scheduled DCAPSIT meetings for a period of one (1) year, except where an unavoidable conflict occurs. Whenever possible, I will give advance notice to the DCAPSIT coordinator when my absence is anticipated.
4. Learn as much as possible about the problem of elder abuse, neglect, misappropriation, and/or exploitation and how to respond to its victims.
5. Provide my professional opinion and advice on how to proceed with the cases presented and attempt to find the answers to questions in my field of expertise.
6. Engage in telephone consultations on an emergency basis.
7. Advise and assist in the development and implementation of procedures designed to integrate the efforts of the DCAPSIT and other local agencies.
8. To the extent possible, assist in educating my profession and the public about the problem of elder abuse and the elder abuse program in Delaware County.
9. Advocate for better alternatives for Adults in need of APS.
10. Respect and maintain the confidentiality of all clients in the elder abuse system.

I understand and fully acknowledge the high degree of importance of exercising discretion and maintaining confidentiality regarding all information to which I am exposed as a result of being affiliated with the DCAPSIT.

I am fully aware that I am strictly forbidden from discussing, transmitting or narrating such confidential information in any form, except in the routine procedures of case discussion within and between other DCAPSIT Participating Agencies and DCAPSIT meetings, or as otherwise permitted by federal and state law.

I will immediately notify the DCAPSIT coordinator of any suspected or actual violations of confidentiality. Further, I understand if I knowingly and intentionally violate any confidentiality provisions, this Agreement shall terminate and I no longer will be a member of DCAPSIT.

The confidentiality provisions of this Agreement shall survive the termination or expiration of this Agreement.

I also understand that if I serve on DCAPSIT as designee for an agency or organization, this Agreement will terminate at the time I am no longer associated with the agency or organization I represent.

**PARTICIPATING AGENCY**

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address



## FACT SHEET

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AGENDA ITEM NO: 13

DATE: 2/8/16

ORDINANCE NO: 16-09

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES  
February 22, 2016

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR GARAGE 26 FOR AN AUTOMOTIVE SERVICE FACILITY AT 147 EAST WILLIAM STREET ON APPROXIMATELY 0.33 ACRES ZONED B-3 (COMMUNITY BUSINESS DISTRICT).

**BACKGROUND:**

The current site is the location of gas station that has been vacant for least 10 years. The Applicant and her business partner operated an auto repair shop in Radnor, Ohio which has since closed. The Applicant desires to re-locate the business to Delaware, where she resides, to open an auto repair shop and feels this site is a prime location. Basic light mechanical services will be offered, such as oil changes, tune-ups, and minor mechanical repairs. No body work, heavy repairs, or other services that might generate excessive noise for the surrounding properties will be performed. In addition, no junk or parts of cars or vehicles shall be allowed outside of the building. Also, all exterior changes will require compliance with the Downtown Historic District regulations and must follow those separate approval processes.

**REASON WHY LEGISLATION IS NEEDED:**

Per Chapter 1148 Conditional Use Regulations, of the City Codified Ordinances.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 6-0 on February 3, 2016.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval with documented conditions.

**ATTACHMENT(S)**

Staff Report

ORDINANCE NO. 16-09

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR GARAGE 26 FOR AN AUTOMOTIVE SERVICE FACILITY AT 147 EAST WILLIAM STREET ON APPROXIMATELY 0.33 ACRES ZONED B-3 (COMMUNITY BUSINESS DISTRICT).

WHEREAS, the Planning Commission at its meeting of February 3, 2016, recommended approval of a Conditional Use Permit for Garage 26 for an automotive service facility at 147 East William Street on approximately 0.33 acres zoned B-3 (Community Business District) (PC Case 2016-0101), and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the Conditional Use Permit for Garage 26 for an automotive service facility at 147 East William Street on approximately 0.33 acres zoned B-3 (Community Business District), is hereby confirmed, approved, and accepted with the following conditions that:

1. No outdoor automotive servicing shall be permitted on the subject site.
2. The entire parking lot shall be repaved, striped, and access points identified within eighteen (18) months of approval.
3. The tree lawn shall be re-established and extended from the front of the building on Little Street north to the north property line and shall be completed prior to final certificate of occupancy permit approval.
4. Any proposed exterior change and/or signage shall achieve compliance with the requirements of the Historic Downtown Overlay District.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2016

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**CASE NUMBER:** 2016-0101  
**REQUEST:** Conditional Use Permit  
**PROJECT:** 147 East William Street  
**MEETING DATE:** February 3, 2016

**APPLICANT/OWNER**

Liz Sickinger  
Garage 26  
105 English Terrace  
Delaware, Ohio 43015

**REQUESTS**

2016-0101: A request by Garage 26 for approval of a Conditional Use Permit for an automotive service station at 147 East William Street on approximately 0.33 acres on property zoned B-3 (Community Business District).

**PROPERTY LOCATION & DESCRIPTION**

The subject 0.33 acre site is composed of three parcels located at the northwest corner of the intersection of East William Street and Little Street. The subject site is zoned B-3 (Community Business District) as are the properties directly to the north and west. The properties to the east are zoned B-3 (Community Business District) and R-6 (Multi-Family Residential District), while the properties to the south are zoned R-4 (Medium Density Residential District). The subject site is located within the Transitional Sub-District of the Downtown Historic District Overlay. The current surrounding uses consist of automotive retail, lodge hall, county historical society, and single and multi-family residential uses.

**BACKGROUND/PROPOSAL**

The site currently consists of a vacant gas station building containing garage bays for light automotive services. Most recently a Shell Oil gas station, the gas pumps, canopy, and underground fuel tanks have been removed. The building was constructed in 1964 as a gas station and has been vacant for over ten years. The Applicant and her business partner Don McCann operated an auto repair shop in Radnor, OH, which has since closed. The Applicant desires to re-locate the business to Delaware, where she resides, to open an auto repair shop and feels this site is a prime location. Basic light mechanical services will be offered, such as oil changes, tune-ups, and minor mechanical repairs. No body work, heavy repairs, or other services that might generate excessive noise for the surrounding properties will be performed. The Applicant will initially lease the property and perform the necessary repairs to the exterior of the building according to Historic District guidelines. The property owner will address the building's heating/cooling repairs and parking lot work required per City Ordinance. The opening of the business to be called 'Garage 26' is planned for April 2016. In recent years, due to the length of vacancy, the site has been a subject of a number of code enforcement violations; therefore, the proposed project would be an effective re-use of this site and result in a positive improvement to the surrounding neighborhood and gateway into the city. The proposal effectively returns the site to its former use minus the gasoline station component.

**East William Street (Front/South) Elevation**



**Little Street (Side/East) Elevation**



Rear/North Elevation



Side/West Elevation



#### STAFF ANALYSIS

- **COMPREHENSIVE PLAN:** The subject site is located in the eastern portion of the Downtown Core of the City of Delaware Comprehensive Plan and recommends mixed use as the future land use. The subject site is surrounded by mixed use future land uses. A low intensity automotive service station with a sensitive site plan would likely meet the intent of the land use plan with minimal impact to the adjacent businesses and residences.
- **ZONING:** As noted above, the current zoning on the property is B-3 (Community Business District) which permits an automotive services station use as a conditional use. Compliance with the general and specific conditional use criteria along with Planning Commission and City Council approval would be required for the proposed automotive services facility. Additionally, compliance with base code requirements for this use given at Section 1143.09 shall be achieved.
- **GENERAL ENGINEERING:** Due to the fact that the property owner indicated responsibility for parking lot repairs, and the site is situated on a corner lot, the Applicant will coordinate with the property owner to provide a general plan of access points and striping.
- **SITE CONFIGURATION:** The Applicant would utilize the site and building as currently constructed. The site has double frontage and currently has a curb cut from East William Street that accesses the front of the building. A curb cut also exists on Little Street to access the front of the building. Employee parking will more than likely be located at the rear of the building. Repaired vehicles would be parked on the west side of the site. Staff recommends that all the proposed business activities occur within the building and no outdoor automotive servicing would be permitted, though customer vehicles could be parked there awaiting service and/or pick up. No junk or parts of cars or vehicles shall be allowed. If the Applicant proposes a dumpster, it should comply with the minimum zoning code requirements. All exterior changes will require compliance with the Downtown Historic District regulations and must follow those separate approval processes.
- **LANDSCAPING & SCREENING:** A future conceptual landscaped ground sign on the East William Street elevation is proposed, as well as a landscaping bed at the corner of the site at East William and Little Streets.
- **LIGHTING:** No outdoor lighting is proposed.
- **SIGNS:** The building is located within the Downtown Historic Overlay District and any proposed signage would have to achieve compliance with the signage requirements of the district. A new wall sign with external illumination is proposed to be affixed to the East William Street (front) elevation of the building. A future landscaped ground sign on the East William Street elevation is also proposed.
- **CONDITIONAL USE PERMIT:** Staff has reviewed the criteria for a Conditional Use Permit and finds that all applicable criteria are achieved for approval.

**GENERAL REVIEW CRITERIA FOR ALL CONDITIONAL USE PERMITS**

1. Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area.
2. Will not be detrimental to property values in the immediate vicinity.
3. Will not restrict or adversely affect the existing use of the adjacent property owners.
4. Will be designed and constructed so that all access drives, access points to public streets, driveways, parking and service areas shall be in compliance with the regulations set forth in Chapter 1161.
5. Will be properly landscaped in accordance with Chapter 1166.
6. That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
7. That the establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
8. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
9. That adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets and to maximize public safety.
10. That the establishment of the conditional use will not be detrimental to the economic welfare of the community by creating excessive additional requirements or public cost for public facilities such as police, fire, and schools.
11. That there is minimal potential for future hardship on the conditional uses that could result from the proposed use being surrounded by uses permitted by right that may be incompatible.

*Each of these General Review criteria appears to be met or are not applicable.*

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**STAFF RECOMMENDATION – CONDITIONAL USE PERMIT (2016-0101)**

Staff recommends approval of a request by Garage 26 for approval of a Conditional Use Permit for an automotive service station at 147 East William Street on approximately 0.33 acres on property zoned B-3 (Community Business District), with the following conditions that:

1. No outdoor automotive servicing shall be permitted on the subject site.
2. The entire parking lot shall be repaved, striped, and access points identified within eighteen (18) months of approval.
3. The tree lawn shall be re-established and extended from the front of the building on Little Street north to the north property line to be completed within eighteen (18) months of approval.
4. Any proposed exterior change or signage shall achieve compliance with the requirements of the Historic Downtown Overlay District.

**COMMISSION NOTES:**

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*MOTION:*     \_\_\_\_\_ *1<sup>st</sup>*     \_\_\_\_\_ *2<sup>nd</sup>*     *approved*     *denied*     *tabled* \_\_\_\_\_

*CONDITIONS/MISCELLANEOUS:*

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**FILE:**                    S:\PLANNING\PC-CASES\2016 CASES\2016-0101\_GARAGE 26\_147 E WILLIAM ST CUP  
**ORIGINAL:**            1/29/2016  
**REVISED:**



2016-0101  
Conditional Use Permit  
147 E. William Street  
Location Map





2016-0101  
 Conditional Use Permit  
 147 E. William Street  
 Zoning Map



2016-0101  
Conditional Use Permit  
147 E. William Street  
Historic District Map



**Legend**

- Historic Overlay District
- Downtown Core
- Transitional
- Residential



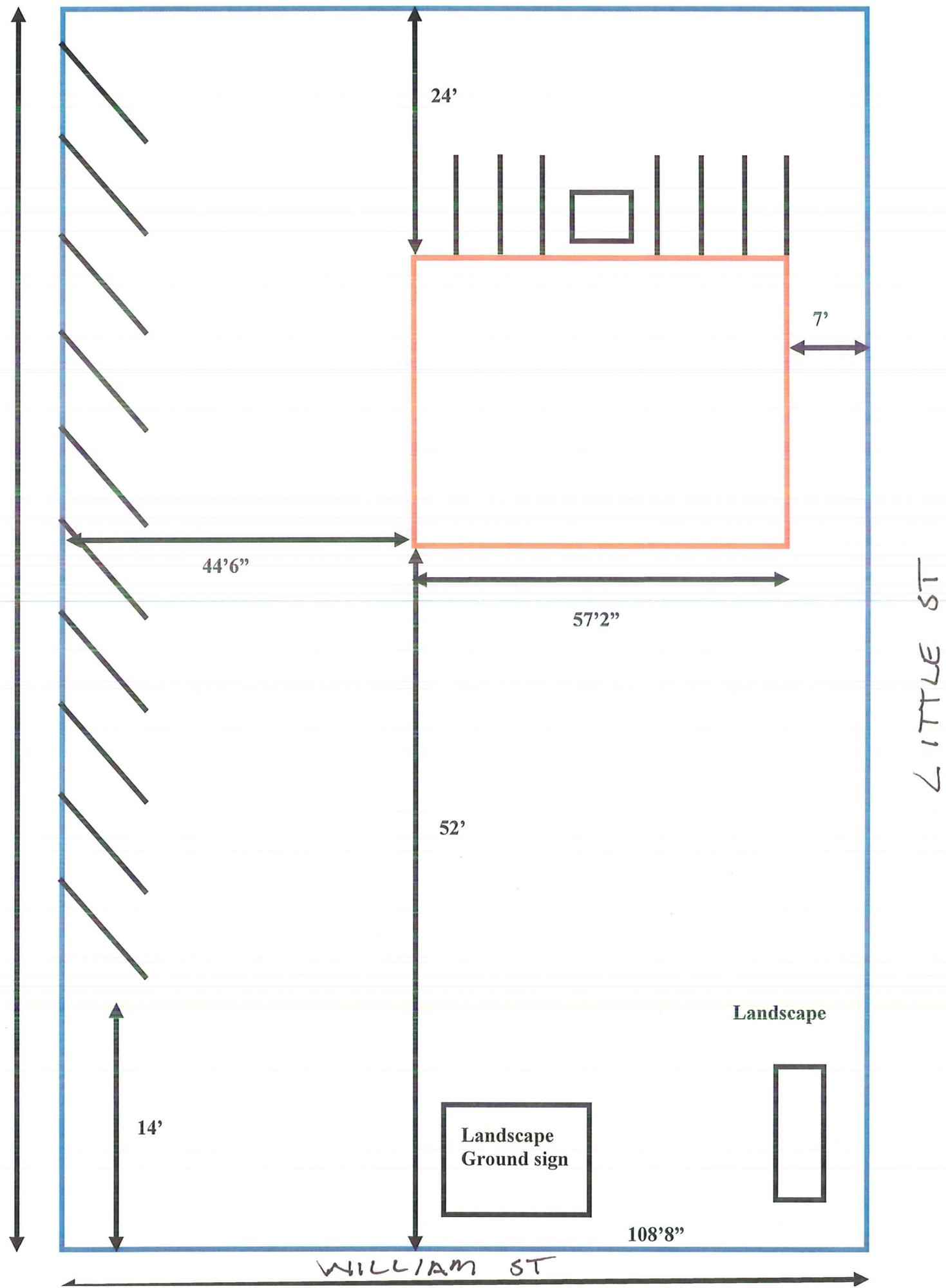
2016-0101  
 Conditional Use Permit  
 147 E. William Street  
 Comprehensive Plan Map





2016-0101  
Conditional Use Permit  
147 E. William Street  
Aerial (2013)





- Paint exterior “Dover White” by Sherwin Williams
- Paint trim “Peppercorn” by Sherwin Williams
- Replace wood where wood is rotting on fascia
- Install sign above front door entrance
- Ground sign out front T.B.D.
- Paint curbing “Dover White”
- Landscape in needed areas

Our intent is to not only conform, but improve this area with an upscale auto repair facility.



CITY OF DELAWARE, OHIO
PLANNING & COMMUNITY DEVELOPMENT
MASTER APPLICATION FORM



Project # \_\_\_\_\_

Case # 2016-0101

Planning Commission

- Amended Final Development Plan
Amended Final Subdivision Plat
Amended Preliminary Development Plan
Amended Preliminary Subdivision Plat
Annexation Review
Combined Preliminary & Final Development Plan
Comprehensive Plan Amendment
Concept Plan
Conditional Use Permit
Determination of Similar Use
Development Plan Exemption
Final Development Plan
Final Development Plan Extension
Final Subdivision Plat
Final Subdivision Plat Extension
Floodplain Permit
Lot Split
Pre-annexation Agreement
Preliminary Development Plan
Preliminary Dev Plan Extension
Preliminary Sub Plat
Preliminary Sub Plat Extension
Rezoning
Subdivision Variance
Substitution of a Non-Conforming Use
Vacation-Alley
Vacation-Easement
Vacation-Street
Board of Zoning Appeals
Appeal Administrative Decision or Interpretation
Conditional Use Permit
Substitution of Equal or Less Non-Conforming Use
Variance

Subdivision/Project Name \_\_\_\_\_ Address 147 E. William St.

Acreage \_\_\_\_\_ Square Footage \_\_\_\_\_ Number of Lots \_\_\_\_\_ Number of Units \_\_\_\_\_

Zoning District/Land Use \_\_\_\_\_ Proposed Zoning/Land Use \_\_\_\_\_ Parcel # \_\_\_\_\_

Applicant Name Garage 210 Contact Person Liz Sickinger

Applicant Address 105 English Terrace Delaware, OH

Phone 614-601-2443 Fax \_\_\_\_\_ E-mail liz.sickinger@yahoo.com 43015

Owner Name David Drissi Contact Person David Drissi

Owner Address 8348 Dunnbury Circle Powell, OH

Phone 614-361-1771 Fax \_\_\_\_\_ E-mail delashell@aol.com 43065

Engineer/Architect/Attorney \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

The undersigned, do hereby verify the truth and correctness of all facts and information presented with this application and authorize field inspections by City Staff.

Owner Signature [Handwritten Signature]

David Drissi
Owner Printed Name

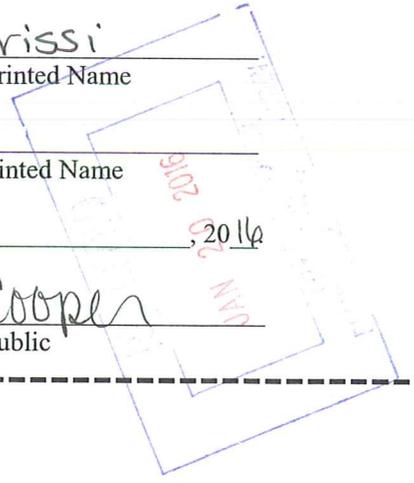
Agent Signature \_\_\_\_\_

Agent Printed Name \_\_\_\_\_

Sworn to before me and subscribed in my presence this 18 day of January, 2016



[Handwritten Signature]
Notary Public





## FACT SHEET

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AGENDA ITEM NO: 14

DATE: 2/8/16

ORDINANCE NO: 16-10

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Darren Shulman, City Attorney

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING THE HIRING OF A SEASONAL TEMPORARY PROSECUTOR FOR TEMPORARY PROSECUTORIAL ASSISTANCE WITHIN THE CITY PROSECUTOR'S OFFICE, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

A staff member is currently out on extended sick leave, leaving the office under staffed. Staff has identified an attorney who has worked in our office before who is available to assist. This will allow the tax prosecutor to continue to focus on prosecuting income tax cases and work on his civil projects.

**REASON WHY LEGISLATION IS NEEDED:**

This ordinance is necessary in order to hire a seasonal temporary Prosecutor to assist with cases before the Municipal Court.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

n/a

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Darren Shulman, City Attorney

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

N/A

ORDINANCE NO. 16-10

AN ORDINANCE AUTHORIZING THE HIRING OF A SEASONAL TEMPORARY PROSECUTOR FOR TEMPORARY PROSECUTORIAL ASSISTANCE WITHIN THE CITY PROSECUTOR'S OFFICE, AND DECLARING AN EMERGENCY.

WHEREAS, a current city prosecutor is on extended sick leave, and

WHEREAS, the employee's extended leave creates a shortage of prosecutors available to handle the caseload in Delaware Municipal Court, and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 2. A temporary Prosecutor will be hired as a seasonal employee at a rate of \$24.00 per hour. This temporary position will not be included in the Permanent Part-time Pay Ordinance and will not exceed \$15,000.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required in order hire a temporary prosecutor immediately to assist with current cases before the Delaware Municipal Court. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION: YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

EMERGENCY CLAUSE: YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2016 YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK MAYOR

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: February 4, 2016

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1. **Calendar**  
See Attached
  
2. **Per Section 73 Of The City Charter The City Manager Is To Report Contract Agreements**  
See attached
  
3. **Bi-Weekly Meetings**  
January 25
  - \* Rotary
  - \* Council meetingJanuary 26
  - \* Shade Tree meetingJanuary 27-28
  - \* County Administrator Hiring PanelJanuary 28
  - \* Annual Chamber DinnerJanuary 29
  - \* Delaware Partnership BreakfastFebruary 1
  - \* RotaryFebruary 4
  - \* MORPC City Forum

# February

2016

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
	<b>1</b> Council Work Session 6:30	<b>2</b>	<b>3</b> Civil Service Commission 3 Planning Commission 7	<b>4</b> Charter Review Commission 6	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b> Council 7	<b>9</b>	<b>10</b> BZA 7	<b>11</b>	<b>12</b>	<b>13</b> Council Retreat 9 AM
<b>14</b>	<b>15</b> Parking & Safety Committee 7	<b>16</b> Parks & Rec Advisory Board 7	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b> Council 7	<b>23</b> Shade Tree Commission 7	<b>24</b> HPC 7	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>					

**CONTRACT APPROVAL - FEBRUARY 8, 2016**

<b>VENDOR</b>	<b>EXPLANATION OF AGREEMENT</b>	<b>2016 AMOUNT</b>	<b>DEPARTMENT</b>
ES Cleaning	Cleaning contract	\$81,600	Public Works
Hamburg Fireworks	July 4 Fireworks	\$35,000	Fire
Delaware City Board of Education	EMS Services	\$116/hr	Fire
Ohio Development Services Agency	ODSA RLF Administration	N/A	Planning
Quality Control	Professional Services	various	Engineering
Pomeroy & Associates	Professional Services	various	Engineering
MT Business	VIP Maintenance	\$59/mo	IT
Kirk Bros	WWTP Aeration Improvements - Construct	\$947,000	Public Utilities
Strand Associates	WWTP Aeration Improvements - Admin	\$110,000	Public Utilities