

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 28, 2001

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

Present: James Ward, Deborah Martin, Donald Wuertz

PUBLIC COMMENT – Mr. Bill Lowe introduced the new fair manger, Robert Reed.

RESOLUTION NO. 01-682

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD JUNE 18 AND JUNE 21, 2001:

It was moved by Mrs. Martin, seconded by Mr. Wuertz dispense with the reading of the minutes and resolutions of the regular meetings held June 18 and June 21, 2001, and to approve resolutions and minutes as submitted.

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

RESOLUTION NO. 01-683

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 308262 THROUGH 308598:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 308262 through 308598 and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P03122	Delco Water	Tap fee for Porter/Kingston EMS	4811-4011	\$ 5,150.00
1P09638	George J Igel & Co.	Greif Bros. Project	8110-4020	\$ 294,278.61
INCREASE				
1B04759	Various Vendors	Liability/Property Insurance Claims	0060-2505	\$ 50,000.00
INCREASE				
1B02805	CCAO SC	Gas/Utility	0130-2603	\$ 15,000.00
INCREASE				
1B43157	Helpline	Prof Services Admin	4530-2003	\$ 15,500.00

Vouchers

1B42980	House of New Hope Inc.	Residential Treatment	4530-2081	\$ 9,128.71
1B42980	Todays Learning Child	Childcare Services	4580-2080	\$ 7,539.00
1B43054	St. Vincent Family Centers	Cluster	4535-2081	\$ 14,641.82
1B43054	Oesterlen-Services For Youth	Cluster	4535-2081	\$ 7,595.00
1B43065	Delaware/Union Edu. Svc.	Achieve Contracts	4515-2013	\$ 27,502.58
1B07280	Jess Howard Electric Co.	Electrical Contract-Library Expansion	8610-4012	\$ 33,569.75
1B03934	Ben Bro Enterprises, Inc.	Land/Building Rental	0130-2700	\$ 12,160.60
1B05258	BP Oil Co. #2374	Gasoline/Diesel Fuel	0140-1530	\$ 9,880.70
1B09658	OH Dept of Development	Columbus Foam Repayment	7220-2900	\$ 20,745.29
1B43157	Helpline	Prof Services Admin	4530-2003	\$ 16,384.40

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

RESOLUTION NO. 01-684

IN THE MATTER OF REMOVING SUPPLEMENTAL APPROPRIATION FROM RESOLUTION NO. 01-685:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to remove the supplemental appropriation 106-1060-020 for Juvenile Court Special Project-Services and Charges in the amount of \$80,000.00.

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

RESOLUTION NO. 01-685

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:

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

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NEW DEPARTMENT

072-01-7220 Columbus Foam

REACTIVATE FUND

047-01-4710 Childrens Trust Fund Special Revenue Fund

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0120-047	Gen Fund/Comm - Transfers	\$ 83,000.00
001-3310-020	Gen Fund/Sheriff	\$ 9,483.54
044-4401-040	LLEBG - Equip	\$ 353.85
047-4710-020	Childrens Trust - Srvs & Chrgs	\$ 15,000.00
072-7220-020	Ec Dev/Cols Foam - Srvs & Chrgs	\$ 83,000.00
127-1270-010	Comm Based Correction Grant – Salary	\$ 28,207.51
127-1270-011	Comm Based Correction Grant – Benefit	\$ 4,201.24
127-1270-012	Comm Based Correction Grant – PERS	\$ 3,522.34
127-1270-013	Comm Based Correction Grant – Medicare	\$ 404.72
127-1270-020	Comm Based Correction Grant - Srvs & Chrgs	\$ 6,634.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
044-4401-015	044-4401-040	\$ 292.26
LLEBG - Mat & Sup	LLEBG - Equip	
048-4814-040	048-4811-040	\$ 200,000.00
EMS Capital/Communication	EMS Capital/Porter-Kingston	
081-8110-020	081-8110-040	\$ 1,380,239.73
Roadway Dev/Grief - Srvs & Chrgs	Roadway Dev/Grief - Equip	
112-1120-020	112-1120-015	\$ 5,000.00
Juv Drug Court - Srvs & Chrgs	Juv Drug Court - Mat & Sup	
127-1270-011	127-1270-010	\$ 475.00
Comm Based Correction Grant - Benefits	Comm Based Correction Grant - Salaries	
127-1270-012	127-1270-010	\$ 319.00
Comm Based Correction Grant - PERS	Comm Based Correction Grant - Salaries	
127-1270-012	127-1270-013	\$ 20.00
Comm Based Correction Grant - PERS	Comm Based Correction Grant - Medicare	

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
001-0120-047	072-7220-087	\$ 83,000.00
Gen Fund/Comm - Transfer	Ec Dev/ Cols Foam - Transfer-in	

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

RESOLUTION NO. 01-686

IN THE MATTER OF APPROVING THE DELAWARE-KNOX ONE-STOP MEMORANDUM OF UNDERSTANDING FOR TITLE OF THE WORKFORCE INVESTMENT ACT OF 1998:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the memorandum:

Whereas, The Workforce Investment Act of 1998 requires County Boards of Commissioners to be parties to the memorandum of understanding between the Workforce Investment required One-Stop partners and the Local Workforce Policy Board;

Now, Therefore, Be It Resolved that the Board of County Commissioners approves the Delaware-Knox Counties One-Stop memorandum of understanding.

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

RESOLUTION NO. 01-687

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONS AND ORANGE TOWNSHIP FOR USE OF A PORTION OF ITS FACILITIES BY

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THE DELAWARE COUNTY SHERIFF'S OFFICE:

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

WHEREAS, the Township of Orange, (hereinafter referred to as "Owner"), desires to permit use of a portion of its facilities located in Orange Township, 1680 E. Orange Road, Lewis Center, Ohio 43035, by the Delaware County Sheriff's Office; and

WHEREAS, the Board of Commissioners of Delaware County, Ohio, (hereinafter referred to as "County"), desires to make use of a portion of Owner's facilities in order to provide a sheriff's substation to the citizens of Southern Delaware County, including Orange Township;

NOW, THEREFORE, this Agreement is made and entered into this date by and between the Owner and the County.

Witnesseth:

1. County hereby leases from Owner, the Owner hereby leases to County, two (2) offices located in the building at 1680 e. Orange Road, Lewis Center, Ohio 43035, for use as a base of operations for the provision of a Sheriff's substation for a period of three (3) years beginning June 1, 2001, and ending May 31, 2004, together with such successive rental periods, if any, as may be mutually agreed upon by the parties hereto. One office is pre-existing. The other shall be constructed and paid for as provided for in paragraph 4.
2. County agrees to pay Owner for the use of said space an annual rental of One Dollar (\$1.00). Owner acknowledges receipt of the rental fee for the entire initial three (3) year lease term, at the time of execution of this agreement.
3. In addition to the previously provided monetary rental, County agrees to provide, as a portion of its consideration herein, law enforcement from such facility to Southern Delaware County including Orange Township. Such service shall be defined to include the assignment of peace officers, and the placement of Sheriff's vehicles, to work from the substation. If the offices are not staffed for such purposes for a period of thirty (30) consecutive days, Owner may give notice to County that the lease shall terminate if the offices are not so occupied within fifteen (15) days of the receipt of the notice. If County does not, within such period, staff the offices for the purposes stated above, this agreement shall terminate without the necessity for further action by either party.
4. County shall contract for and/or perform the construction of the second office. The Owner shall reimburse the County for one-half (1/2) of the construction costs for the second office.
5. County shall have the full right to control of the two (2) offices, and to construct and make repairs and/or install additions, fixtures and improvements to the offices, at County's sole cost and expense and upon the written consent of Owner. Owner shall have no obligation or liability to make any repair or improvement to the offices or remaining Facilities, nor for any costs or expenses in connection with the construction of repairs, additions, fixtures, or improvements to the offices. Any such repairs, additions, fixtures or improvements, except movable furniture and like furnishings, shall, without compensation to County be the property of Owner and remain upon the facilities as a part thereof, and be surrendered with the premises upon the termination of the Lease, or upon failure of county to pay or perform the rents and covenants of this lease agreement. County shall permit Owner and its agents to enter into and upon the Facilities at all reasonable times for the purpose of inspecting the same.
6. County shall promptly comply with all laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of these governments throughout the term of this lease agreement, and without cost to Owner. County shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.
7. County shall be responsible for all necessary maintenance of the offices. County shall hold Owner harmless from all cost and expense incurred in regard to such maintenance and utilities.
8. Owner shall maintain fire and extended coverage insurance upon the offices located within the Facilities, provided that such insurance can be obtained.
9. County shall not assign this lease, nor sublet the offices or any portion thereof nor use the same any part thereof. Or permit the same of any part thereof to be used for any other purpose than as above stipulated, without the written consent of Owner.
10. All personal property and/or fixtures placed or moved in or upon the offices above described shall be at the risk of the County or the owner thereof, and Owner shall not be liable for any damages to said personal property and/or fixtures. Neither shall Owner be liable to County for any damages resulting

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from the inability of County to make use of the offices by reason of bursting or leaking water pipes, fire, natural disaster, or other cause.

- 11. County agrees to indemnify and hold Owner entirely free and harmless from and against all liability of any and all claims for loss, damages or injury of any kind or character to any person or property arising from any use of the offices by County, or caused by or resulting from any act or omissions of County or any of its agents, employees, licensees or invitees. County is obligated under this indemnification and hold harmless clause to the maximum amount of One Million Dollars (\$1,000,000.00). Unless other wise excepted in this Lease Agreement, Owner agrees to indemnify County against damages arising from use of the offices by County and caused by the actions, or inactions, of Orange Township, its employees or agents. Owner is obligated under this indemnification clause to the maximum amount of One Hundred Thousand Dollars (\$100,000.00).
- 12. County shall maintain for the full lease term self-insurance and/or general liability insurance policies with a combined minimum limit of One Million Dollars (\$1,000,000.00), securing the indemnity and hold harmless obligations set forth above. Any such general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio. Owner shall be named as an additional insured in such self-insurance program or general liability insurance policies in regard to liability encompassed within the indemnity and hold harmless obligations set forth above, and County shall provide proof of the same to the Owner upon demand.
- 13. County or Owner shall give notice at least thirty (30) days prior to the end of the initial three (3) year rental period provided herein if either such entity does not desire to extend this Agreement.
- 14. All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Owner: Orange Township Trustees, c/o Township Clerk, 1680 East Orange Road, Lewis Center, Ohio 43035.

County: Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015.

- 15. If any term, covenant or condition of this lease agreement shall be held invalid or unenforceable to any extent, the remainder of the terms, covenants and conditions of this lease agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

RESOLUTION NO. 01-688

IN THE MATTER OF DELEGATING TO THE COUNTY ADMINISTRATOR THE AUTHORITY TO CARRY OUT THE FUNCTIONS OF THE BOARD DURING A DISASTER OR EMERGENCY:

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

WHEREAS, Senate Bill 31 authorizes a Board of County Commissioners to delegate to the county administrator by resolution the authority to carry out any and all functions of the Board during a disaster or emergency, and

WHEREAS, Senate Bill 31 authorizes a Board of County Commissioners to declare the existence of an emergency under the state's competitive bidding statutes by a unanimous vote of two present members, instead of a vote of three present members, which was required under former law, and

WHEREAS the declaration of an emergency eliminates the requirement for competitive bidding

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County that in the event that two Commissioners ca not be present to take action, and reasonable efforts have been made to reach them ; the Board hereby delegates to the county administrator the authority to:

- 1. Purchase, lease or contract to acquire goods or materials necessary during a declared emergency. The estimated amount of such purchases may not exceed fifty thousand dollars.
- 2. Approve and authorize the Accounts Payable Register for the release of funds to vendors for services rendered.
- 3. Authorize the County Administrator to declare a disaster or emergency, having the same meaning as divisions, (E) and (F) of Section 5502.21 of the Revised Code, for the period of July 13, 2001, through July 18, 2001. In the event of a disaster or emergency, the Administrator will make all attempts to contact the Commissioners and have them back in the County as soon as possible.

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

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RESOLUTION NO. 01-689

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

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn into Executive Session at 10:15 AM.

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

RESOLUTION NO. 01-690

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:20 AM:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session:

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

RESOLUTION NO. 01-691

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-2570-010	Gen Fund/Intensive Super.-Salary	\$ 10,500.00
001-2570-012	Gen Fund/Intensive Super.-PERS	\$ 1,423.00
001-2570-013	Gen. Fund/Intensive Seper-Med.	\$ 153.00
Vote on Motion	Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye	

There being no further business, the meeting adjourned.

 Deborah Martin

 James D. Ward

 Donald Wuertz