

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 31, 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**

**RESOLUTION NO. 01-560**

**IN THE MATTER OF APPROVING SETTING DATE AND TIME FOR A PUBLIC MEETING FOR THE THOROUGHFARE PLAN:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve setting date and time for the Thoroughfare Plan meeting at JVS North on **Tuesday, July 31, 2001, at 7:00 PM.**

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

**RESOLUTION NO. 01-561**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD MAY 21 AND MAY 24, 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 May 21 and May 24, 2001, and to approve resolutions and minutes as submitted.

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

**RESOLUTION NO. 01-562**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 305808 THROUGH 306044:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 305808 through 306044 and Purchase Orders and Vouchers as listed below and include voucher payable to Juvenile Court 01P09717 in the amount of \$5,000.00:

**PO's**

| <u>PO Number</u> | <u>Vendor</u>      | <u>Description</u>  | <u>Account Number</u> | <u>Amount</u> |
|------------------|--------------------|---------------------|-----------------------|---------------|
| 1P09643          | Village of Sunbury | Sunbury ADA Project | 0099-2015             | \$ 19,000.00  |

**Vouchers**

|         |                                |  |           |               |
|---------|--------------------------------|--|-----------|---------------|
| 1B04759 | CDW Government, Inc.           | Liability/Property Insurance Claims                          | 0060-2505 | \$ 18,912.14  |
| 1B43065 | Del/Union Education Svc.       | Achieve Contracts  | 4515-2013 | \$ 27,545.91  |
| 1B42992 | KinderCare, Neverland          | Childcare Services   | 4580-2080 | \$ 13,114.20  |
| 1P09620 | Owens and Krivda               | Legal services   | 0120-2002 | \$ 7,226.25   |
| 1B09606 | Polaris Mall LLC               | Public Roads Improvement                                     | 8611-4020 | \$ 141,359.10 |
| 1B10480 | George J Igel & Co., Inc.      | Mass Excavating & Shoring                                    | 8612-4011 | \$ 230,307.46 |
| 1P04345 | City of Dublin                 | Reimb City of Dublin for sewer payments we have rec for them | 3530-2361 | \$ 15,377.20  |
| 1B01725 | Kokosing Construction          | Contract for Alum Creek Pump Station & Central Maint.        | 3590-4011 | \$ 153,743.10 |
| 1B01720 | Jess Howard Electric Co.       | Contract for Alum Creek Pump Station & Central Maint.        | 3590-4011 | \$ 105,413.05 |
| 1B04296 | Fort Defiance Const.           | Africa Rd. Extension   | 3590-4020 | \$ 299,943.38 |
| 1B04292 | Complete General Const.        | Alum Creek/Powell Rd. Effluent Line & Force Main Contract    | 3590-4011 | \$ 63,814.42  |
| 1B01726 | Kokosing Construction          | General Const. Contract for Alum Creek Facility              | 3590-4011 | \$ 540,597.18 |
| 1B01721 | Jess Howard Electric Co.       | Alum Creek Contract for Elect. Work                          | 3590-4011 | \$ 221,346.13 |
| 1B01722 | Jess Howard Electric Co.       | Alum Creek Contract for Scada System                         | 3590-4011 | \$ 30,716.00  |
| 1B01724 | Kirk Williams                  | Alum Creek contract for Plumbing work                        | 3590-4011 | \$ 15,602.38  |
| 1B01723 | Kirk Williams                  | Alum Creek Contract for HVAC                                 | 3590-4011 | \$ 34,395.65  |
| 1B07290 | OH Water Development Authority | ODWA Bond/Interest   | 5510-4510 | \$ 48,443.57  |
|         |                                | Principal  | 5510-4511 | \$ 170,801.74 |
| 1B07279 | VFP Fire Systems, Inc.         | Fire Protection Contract                                     | 8610-4012 | \$ 6,117.00   |

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

**RESOLUTION NO. 01-563**

**IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR**

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 31, 2001

**CONSIDERATION OF A DITCH PETITION FILED BY DAN LANE AND OTHERS:**

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

WHEREAS, on this 14 day of May, 2001, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by John Dan Lane and other petitioners, to:

Make improvements to a portion of Gwinner Ditch # 262

At a point on the Gwinner Ditch # 262, 100 feet east of the Norfolk & Southern railroad right of way. Continuing west and northwest along the alignment of said Gwinner Ditch, to the east right of way of Berlin Station Road or to a good and sufficient outlet.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **9<sup>th</sup> day of July, 2001, at 1:30 PM** commencing between 1653 and 1573 on Berlin Station Road, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **30<sup>th</sup> day of July, 2000, at 8:00 P.M.** at the Office of the Board of County Commissioners, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**RESOLUTION NO. 01-564**

**IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 2.53, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:**

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

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Delaware Township to City of Delaware, and

Whereas, Trustees of Delaware Baptist Church, 715 West William Street, Delaware, Ohio 43015 have been designated as agents for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 6, 2001, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

**RESOLUTION NO. 01-565**

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

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

Juvenile Court is requesting that Mary Kay Wittenaur and Margaret McCoy attend the Moral Reconation Therapy Training at Memphis on June 17 through June 22, 2001, in the amount of \$2,296.00.

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

**RESOLUTION NO. 01-566**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 31, 2001**

Jeff Butterfield has been temporarily promoted as Interim Collection System Supervisor for OECC; effective date of temporary promotion is May 31, 2001.

Kenneth Rosenbaum has been transferred from Collection System Supervisor to Water Reclamation Operator Supervisor for OECC: effective date of transfer is May 31, 2001.

Troy Lehman has accepted the position as Summer Intern for OECC; effective date of hire is June 11, 2001.

Julie Apt has accepted the position of Social Service Worker III for Job and Family Services; effective date of hire is June 11, 2001.

Charles Walker is being transferred from Building Inspector to Residential Plans Examiner in the Code Compliance Department; effective date of transfer is May 31, 2001.

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

**RESOLUTION NO. 01-567**

**IN THE MATTER OF DETERMINING SUFFICIENCY OF THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Powell Community Infrastructure Financing Authority (the "Authority") to govern a proposed new community district (the "District") was filed with this Board on May 11, 2001; and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the proposed Authority is comprised solely of the Board of County Commissioners of Delaware County; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board of County Commissioners of Delaware County, as the organizational board of commissioners, upon the filing of the Petition must determine whether the Petition is sufficient and complies with the requirements of Section 349.03 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board of County Commissioners of Delaware County, as the organizational board of commissioners, upon the determination that a sufficient petition has been filed, must fix a time and place of a hearing on the Petition not less than thirty (30) days or more than forty-five (45) days from the date of the filing of the Petition, since the Councils of the cities of Delaware and Columbus, all of the Proximate Cities, as defined in Section 349.01(M) of the Ohio Revised Code, have signed approval certificates and passed resolutions approving the Petition; and

Whereas, pursuant to Section 349.03(A) of the Ohio Revised Code, the Clerk of the Board of Commissioners shall give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in The Delaware Gazette, now, therefore, upon motion of Commissioner Mr. Wuertz, seconded by Commissioner Mrs. Martin,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

1. The Board finds and determines that the Petition filed by the Developer is sufficient and complies with the requirements as set forth Section 349.03(A) of the Revised Code.
2. A public hearing on the Petition shall be held on **Monday, June 25, 2001, at 7:30 PM** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
3. The clerk of this Board is directed to give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in The Delaware Gazette.
4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
5. That this Resolution shall be in full force and effect immediately upon its adoption.

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

**RESOLUTION NO. 01-568**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE**

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 31, 2001**

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**AND TIME FOR PACKAGE NINE (SITE CONCRETE/SIDEWALKS/CURBS AND GUTTERS/BRICK PAVERS); PACKAGE ELEVEN (MASONRY); PACKAGE THIRTEEN (ROOFING) AND PACKAGE SIXTEEN (DRYWALL/ROUGH CARPENTRY/EIFS/ACOUSTICAL CEILING) FOR DELAWARE COUNTY SERVICES BUILDING:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Wednesday, June 20, 2001, at 10:00 AM.**

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

**RESOLUTION NO. 01-569**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS AND DELAWARE COUNTY FAMILY AND CHILD FIRST COUNCIL FOR FATHERHOOD INITIATIVE**

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve contract as follows:

This CONTRACT made and entered into on the 31th day of May, 2001, by and between the Delaware County Department of Job and Family Services (DCDJFS) [hereafter also referred to as the Department] and the Delaware County Family and Child First Council (hereinafter referred to as the FCFC or Council) and its Administrative/Fiscal Agent, Council of Governments (hereafter also referred to as the Fiscal Agent).

Pursuant to rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the DCDJFS has received an allocation of \$15,000 for the Fatherhood Initiative (FI) program. The ODJFS rules mandate that the \$15,000 allocation be forwarded to the local Family and Child First Council and requires the CDJFS to execute a contract or Memorandum of Understanding with the local FCFC and its Administrative/Fiscal Agent providing financial arrangements and identifying required objectives of the FI program.

This Contract shall constitute the entire agreement between the Department and the FCFC and its Administrative/Fiscal agent, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. The following are the terms of the contract:

1. SCOPE OF SERVICES. The ODJFS has limited the expenditures of these Father Initiative funds to:

- Conducting public awareness activities designed to enhance the knowledge of the general public to the fatherhood programs and initiatives in the community;
- Conducting surveys to identify community resources, best practices, and partnerships to support fatherhood and responsible fathering;
- Provide the Fatherhood Commission with a report by September 1, 2001 outlining any activities that have been completed and resources available to support this initiative in the community

2. AVAILABILITY OF FUNDS. The Department shall transfer the total Fatherhood Initiative allocation of \$15,000 to the Delaware County FCFC in a lump sum immediately upon execution of this Agreement. Services provided by the FCFC, its administrative agent, or any subcontractor on behalf of the FCFC shall be provided no later than June 30, 2001. Payment for services rendered prior to June 30 may be made beyond June 30, but no later than September 30, 2001. Any funds not expended prior to September 30, 2001 shall be returned to the Department. No more than 10% of the total of these funds may be allocated for administration of this award.

3. RECONCILIATION OF AWARD. No later than July 15, 2001, the FCFC, shall file a report with the Department showing the expenditures paid for FI funds through June 30, 2001, and costs incurred, but not yet paid. All expenditures and costs incurred are subject to audit by duly authorized Federal, State and DCDJFS personnel, or designated agents. 4. LIMITATIONS. The FCFC and its Administrative/Fiscal Agent warrant the following; 1) Any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period; 2) No Medicaid reimbursable services will be provided through this contract; 3) Expenditures shall be for actual services rendered.

5. SUBCONTRACTING. When deemed necessary to deliver the services identified in Article 1, the FCFC, through its Fiscal agent, may subcontract for services consistent with the provisions of Article 1. All such contracts shall be subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the FCFC under its liability under this Contract. The FCFC is responsible for making direct payment for such services to the subcontractor.

6. FINANCIAL RECORDS. Consistent with the provisions of Circular A-87, Cost Principals for Non-State and Local Governments issued by the U.S. Office of Management and Budget, the FCFC's Administrative/Fiscal agent shall maintain accounting records and practices which document all direct and indirect costs expended in the performance of this contract. Any costs disallowed by the Department. Revenues and expenditures relating to this contract shall be maintained in a separate fund or account and shall be treated consistently with the basis of accounting the FCFC and its Administrative/Fiscal Agent has adopted for accounting for its financial operations.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 31, 2001**

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7. AVAILABILITY AND RETENTION OF RECORDS

General. The FCFC, its Fiscal Agent and its subcontractors, shall maintain and preserve all financial and service delivery records, and make available to individuals, agencies, and organizations access or copies in accordance with the provisions of Chapter 149 of the Ohio Revised Code. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized Federal, State, and DCDJFS employees and agents.

Records Retention. The FCFC, and its Administrative/Fiscal agent shall maintain and preserve all financial and service delivery records related to this contract, including any other documentation used in the administration of this contract, in its possession for a period of five years from the date of termination of the contract, or until the DCDJFS has received and accepted an audit report issued by a Federal agency, the Auditor of State, or the Ohio Department of Job and Family Services, whichever occurs earlier, and will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDJFS. If any litigation, claim, audit, or other action involving the records has been started before the five year period begins following the termination of the contract, the Council shall retain the records until completion of the action and all issues which arise from it.

8. AUDITS OF COUNCIL. The Council agrees to provide to the DCDJFS a copy of its most recent audit report, including the Management Report, within 5 days of the execution of this contract. Council further agrees to provide to the DCDJFS copies of all subsequent audits which are completed for the period of the terms of this award. The Council agrees, if required by the DCDJFS on the basis of evidence of misuse or improper accounting of funds, to immediately have conducted an independent, agreed-upon procedures audit of expenditures made under this contract and make a copy of the audit report available to the Department

9. RESPONSIBILITY FOR AUDIT EXCEPTIONS. Council agrees to accept the responsibility for receiving, replying to and or complying with any audit exception contained in an audit report issued by Federal, State, Department, or Independent auditors related to the provisions of this contract. A copy of any reply by the Council to an audit exception shall be immediately forwarded to the Department. In addition, the Council agrees:

To pay to DCDJFS the full amount of the payment received on behalf of individuals and families not eligible for services as described in prior articles of this contract.

To pay the DCDJFS the full amount of reimbursement received for services not covered by this contract.

To pay the DCDJFS the full amount of expenditures made for duplicate billings, erroneous billings, deceptive claims or falsification.

10. EQUIPMENT. The DCDJFS and Council agree that any equipment, with a value not exceeding one thousand dollars (\$1,000), purchased through this contract will become the property of the Council at the end of this contract. The Council agrees that during the useful life of the equipment it will be considered available for use by the Council in any funding requests to the Department. Any equipment purchased, with a value exceeding one thousand dollars (\$1,000) shall become the property of the DCDJFS and may, at its sole discretion, be allowed to remain in the possession of the Council for a period to be fixed by the Department.

11. REPORTING. The Council shall submit, no later than September 1, 2001, a report consistent with the requirements in Article 1 to the Fatherhood Commission. Copies of the report shall simultaneously be filed with the Board of County Commissioners and the Department.

12. PUBLICITY. In any publicity release or other public references, including media releases, information, pamphlets, and similar materials on the services provided under this contract, it will be clearly stated that the services are funded by the TANF program supervised by the Ohio Department of Job and Family Services and administered by the DCDJFS.

13. COMPLIANCE. The Council shall perform its obligations under this contract in conformity with all applicable local, state and federal laws and regulations. Should the Council, or any of its subcontractors, be alleged to be out of compliance, they may be subject to investigation and termination of this contract. These include but are not limited to the following, when applicable:

Civil Rights. DCDJFS and Council agree as a condition of this contract, there shall be no discrimination against any applicant, client or any employee because of race, color, sex, religion, national origin, disability, age, handicap, or Vietnam-era veteran status. It is further agreed that the Council will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

Equal Employment Opportunity. The parties hereto agree that as a condition of this contract, there shall be no discrimination against any employee or applicant for employment because of race, color, sex, religion, national origin, disability, age, ancestry, or Vietnam-era status. The parties will ensure that the applicants are hired, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, disability, age, ancestry, or Vietnam-era status. The parties agree to post notices, in places available to employees and applicants for employment, that the party complies with all applicable Federal and state non-discrimination laws.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 31, 2001

The Council further agrees that it shall include this equal employment opportunity policy and procedures in any subcontracts it executes pursuant to this contract.

Drug Free Workplace. The parties hereto agree to comply with all applicable Federal and state laws regarding a drug-free workplace. The parties further agree that they will make a good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal drugs or abuse alcohol or prescriptions drugs in any way.

Child Support Enforcement. The parties hereto agree that they will cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in assuring that their employees meet child support obligations established under state law. The Council further agrees that it will include a similar provision in any subcontracts it executes relating to this Agreement.

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

**RESOLUTION NO. 01-570**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 10:10 AM:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to adjourn into Executive Session.

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

**RESOLUTION NO. 01-571**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:45 AM:**

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

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

\_\_\_\_\_  
Donald Wuertz

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