

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

10:00 AM Bid Opening Date For Concord Road Bridge Project (50 Channing Street)  
12:00 PM Request For Statement Of Qualifications For Architectural/ Engineering Design Consultants Services For Renovations To The Delaware County Jail  
12:00 PM Request For Statement Of Qualifications For Construction Management Services For Renovations To The Delaware County Jail

RESOLUTION NO. 02-230

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

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 02-231

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 8:32AM.

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

PUBLIC COMMENT -- None

RESOLUTION NO. 02-232

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 329933 THROUGH 330217:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants numbered 329933 through 330217 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2P11834	MORPC	Traffic & Growth Management Toolkit	3530-2005	\$ 5,500.00
2B11823	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 5,000.00
2B11824	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 5,000.00
2B13157	RCC Consultants, Inc.	Radio Frequency Analysis	4814-4120	\$ 50,000.00
2P09334	The Trane Company	Chiller Unit	0130-4160	\$ 46,423.00
<b><u>Vouchers</u></b>				
1B03148	RCC Consultants, Inc.	Radio Frequency analysis	9110-2047	\$ 3,815.55
			0265-2047	\$ 3,815.54
2B43279	Liberty Community Center	Child Care Services	4580-2080	\$ 12,283.80
2B09256	Verizon North	Telephone Services	0130-2202	\$ 5,838.99
2B02057	BP Products of North America, Inc.	Gas/Diesel Fuel	0140-1530	\$ 8,008.38
2B09061	AEP	Elect Serv/ACWRF & Pump Stations	3530-2600	\$ 32,149.40
2B09060	AEP	Elect Serv/OECC & Pump Sta	3530-2600	\$ 33,509.04
2P11805	Squire, Sanders & Dempsey	Legal/Negotiations/Perry Taggart Agreements	3530-2002	\$ 6,972.60
1B02727	AEP	Elect Serv/OECC & Pump Sta	3530-2600	\$ 7,143.28
2B09283	Ben Bro Enterprises, Inc.	Land/Building Rental	0130-2700	\$ 14,625.00

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

RESOLUTION NO. 02-233

IN THE MATTER OF FORWARDING A NEW LIQUOR LICENSE REQUEST FROM GILLIGAN OIL COMPANY DBA MAXTOWN EXXON TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A REQUEST FOR A HEARING:

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

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Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Gilligan Oil Company DBA Maxton Exxon has requested a new C-1 permit located at 7447 State Route 3 Westerville, Ohio 43081, and

Whereas, the Genoa Township Trustees have requested a hearing, the Delaware County Sheriff has responded--no known reason for a hearing to be requested;

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that an objection was made and a hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 02 -234

IN THE MATTER OF APPROVING THE AMENDED TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Steve Savon attend National Safety Council –Monthly Meetings in Columbus, Ohio, at the cost of \$110.00. (Saftey/OSHA Training).

The Administrative Services Department is requesting that Steve Savon attend Delaware Area Chamber Of Commerce Safety Council-monthly meetings at various locations at the cost of \$120.00. (Safety/OSHA Training).

The Administrative Services Department is requesting that Terry Conant-Dog Warden attend a training seminar for OVMA and OHAA in Columbus, Ohio February 23 & 24, 2002, at the cost of \$25.00. (Continuing Education).

The Department of Job and Family Services is requesting that Carrie Block attend an Adoptive Placement visit in Hornell, New York January 24 & 25, 2002, at the cost of \$210.00. (Job Related).

The Administrative Services Department is requesting that Steve Savon attend a safety training class in industrial ventilation in Fairfield County March 5 through 7, 2002, at the cost of \$30.00. (Safety/OSHA).

The Administrative Services Department is requesting that Steve Savon attend OSHA Trainer Recertification for Construction in Cincinnati, Ohio April 2 through 4, 2002, at the cost of \$961.60. (Required Safety/OSHA Training).

The Environmental Services Department is requesting that Kenneth L. Rosenbaum attend a Activated Sludge Process Control Seminar in Columbus, Ohio April 22 through 25, 2002, at the cost of \$595.00. (Required Training).

The Engineering Department is requesting that Bob Walker, Mike Foreman, Mark Jones and Junior Yates attend a Bridge Workers Conference in Mt. Sterling, Ohio March 19 and 20, 2002, at the cost of \$480.00.

The Engineering Department is requesting that Elmer Graham, Dennis Rahn and Les Clark attend a Work Zone Safety Workshop in Columbus, Ohio March 7, 2002, at the cost of \$195.00.

The Engineering Department is requesting that Ron Ford and Les Clark attend a Speed Zones School Zones Workshop in Columbus, Ohio April 24, 2002, at the cost of \$130.00.

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

RESOLUTION NO. 02 -235

IN THE MATTER OF APPROVING THE WITHDRAW OF TRAVEL EXPENSE REQUEST:

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

The Administrative Services Department is requesting that Steve Savon attend the Ohio Bureau of Workers Compensation Safety Congress in Cleveland, Ohio March 26 through 28, 2002, at the cost of \$564.71. (Required Safety/OSHA Training).

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

RESOLUTION NO. 02-236

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

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SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
084-2550-040	Common Pleas Court Special Projects – Equip	\$ 9,983.07
001-2560-015	Gen Fund/Common Pleas - Mat & Sup	\$ 2,504.00
Vote on Motion	Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye	

RESOLUTION NO. 02-237

IN THE MATTER OF APPROVING PLAN FOR GOLF VILLAGE SECTION 9 PHASE 2:

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

Golf Village Section 9 Phase 2

Delaware County, Ohio Street and Water Improvements For Golf Village Section 9 Phase 2 (Part A & B) Liberty Township, Range 19, Township 3, Section 2, Farm Lot 6 & 7 USML. No cost.

Vote on Motion	Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye
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RESOLUTION NO. 02-238

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR GOLF VILLAGE – GOLF COURSE PONDS:

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

Golf Village – Golf Course Ponds

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 19<sup>th</sup> day of February 2002, between TRIANGLE REAL ESTATE as evidenced by the GOLF VILLAGE – GOLF COURSE PONDS Construction plans filed with the Delaware County Engineer, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is governed by the following considerations, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT, said SUBDIVIDER shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 1/30/02, which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of all improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the COUNTY COMMISSIONERS. But an extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER when, in the opinion of the COUNTY, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the SUBDIVIDER further agrees that any violations or non- compliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract and the COUNTY shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the COUNTY shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the AGREEMENT, the SUBDIVIDER shall deposit FORTY-NINE THOUSAND NINE HUNDREDDOLLARS estimated to be necessary to pay the cost of

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inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

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

**RESOLUTION NO. 02-239**

**IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:**

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
Blanket	Del-Co Water	Various Roads	Install waterline
Blanket	Columbia Gas	Various Roads	Provide single Customer Service
U02001	Ameritech	Old 3C Highway	Place conduit
U02002	Columbus Southern Power	Old State road	Replace poles
U02003	Columbus Southern Power	Tussic Street	Bore conduits
U02007	Columbus Southern Power	Seldom Seen Road	Bore two locations
U02018	Suburban Natural Gas	Old State Farms	Install gas main
U02019	Suburban Natural Gas	Grand Oak Section 2	Install gas main
U02020	Suburban Natural Gas	Grand Oak Section 1	Install gas main
U02021	Verizon	Highfield Drive	Place buried cable
U02022	Ameritech	Fancher Road	Place new cable
U02023	Verizon	Lewis Center Road	Relocate cable
U02024	Columbus Southern Power	Home Road	Bore two locations

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U02025	Columbus Southern Power	Big Walnut	Place conduit
U02026	Columbus Southern Power	Liberty	Install and remove poles
U02027	Columbus Southern Power	Old State Road	Push bore
U02028	Columbus Southern Power	Pollock	Install and repair poles

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

RESOLUTION NO. 02-240

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2002 ROADSIDE MOWING PROGRAM:

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

Sealed proposals will be received by the Delaware County Commissioners at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 a.m. local time on Monday, March 11, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as the 2002 Roadside Mowing Program and, at said time and place, publicly opened and read aloud. Specifications and bid documents can be obtained at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015. This project provides for four rounds of mowing the eastern half of Delaware County for a total of 151.569 center lane miles of County Roads.

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

RESOLUTION NO. 02-241

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
001-0910-047	Gen Fund/Data Processing - Transfers	\$ 14,432.00
075-0920-015	Data Center - Mat & Sup	\$ 2,982.00
075-0920-040	Data Center - Equip	\$ 11,450.00
TRANSFER OF FUNDS		
FROM:	TO:	AMOUNT:
001-0910-047	075-0920-087	\$ 14,432.00
Gen Fund/Data Processing - Transfers	Data Center - Transfer-in	

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

RESOLUTION NO. 02-242

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
004-0350-015	REA/GIS - Mat & Sup	\$ 7,254.00
004-0350-015	REA/GIS - Mat & Sup	\$ (18,500.00)

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

RESOLUTION NO. 02-243

IN THE MATTER OF AUTHORIZING THE TERMINATION OF AN ENTERPRISE ZONE AGREEMENT WITH CAMPUS COMMODITIES, INC. AND STOVER SPECIALTIES LLC:

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

WHEREAS, the City of Delaware and Delaware County have encouraged the development of real estate and investment in personal property within a certain area of the City of Delaware via the establishment of an Enterprise Zone Area; and

WHEREAS, the Delaware County Board of Commissioners, the City of Delaware, and Campus Commodities, Inc., did enter into an Enterprise Zone Agreement dated March 26, 1992, in conjunction with a PROJECT to be undertaken

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on an 3-acre site located in the Johnson Industrial Park, at 101 Johnson Drive, Delaware, Ohio, known as the PROJECT site; and

WHEREAS, pursuant to said Enterprise Zone Agreement, Campus Commodities was to receive certain tax incentives as the investor in real property and personal property consisting of machinery and equipment and new inventory, and as the creator of new full-time job opportunities and payroll at the PROJECT site; and

WHEREAS, the Delaware County Board of Commissioners, the City of Delaware, and Stover Specialties, LLC, subsequently entered into an Enterprise Zone Amendment Agreement, recognizing Stover Specialties, LLC as the owner of the PROJECT equipment and would henceforth be the recipient of tangible personal property tax exemptions under the Agreement, and that said equipment was to be moved to a facility located at 75 Curtis Street, in the City of Delaware, Ohio, also located in said Enterprise Zone, henceforth referred to as the new PROJECT site; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement, and as amended, for the referenced PROJECT that Campus Commodities, Inc. and Stover Specialties, LLC have ceased operations at the PROJECT site and the new PROJECT site, and that maintaining operations, creating and maintaining full-time job opportunities and payroll, and investing in and maintaining the agreed upon levels of personal property investment at the PROJECT site and the new PROJECT site are requirements for Campus Commodities, Inc. and Stover Specialties, LLC to receive tax incentives under said Enterprise Zone Agreement; and

WHEREAS, no information on the status of the PROJECT was provided by representatives of Campus Commodities, Inc. or Stover Specialties, LLC to the City of Delaware Tax Incentive Review Council for Enterprise Zone Program Year 2000; and

WHEREAS, the City of Delaware Tax Incentive Review Council did meet on March 15, 2001, and acknowledged the fact that Campus Commodities, Inc. is no longer conducting business at 101 Stover Drive and that Campus Commodities has failed to submit the required reports for Program Year 2000, and, therefore, recommended that the tax exemptions on real property improvements at 101 Stover Drive be terminated, and that the personal property exemptions granted on property at 75 Curtis Street also be terminated; and

WHEREAS, the City of Delaware Tax Incentive Negotiating Committee did meet on January 16, 2002, and acknowledged the fact that Campus Commodities, Inc. is no longer conducting business at 101 Stover Drive or 75 Curtis Street and that Campus Commodities has failed to submit the required reports for Program Year 2000, and, therefore, recommended that the tax exemptions on real property improvements at 101 Stover Drive be terminated, and that the personal property exemptions granted on property at 75 Curtis Street also be terminated; and

WHEREAS, Item 11 of said Enterprise Zone Agreement states that if Campus Commodities fails to fulfill the terms of the Agreement, the County shall have the right to terminate or modify the tax exemption set forth in Items number 4, 5, and 6 in said Agreement.

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

1. Effective as of the date of the passage of this Resolution, the tax exemption granted to Campus Commodities, Inc. and Stover Specialties, LLC for investment in real property improvements and investment in personal property, as established in the Enterprise Zone Agreement dated March 26, 1992, and as subsequently amended, for the PROJECT located at 101 Stover Drive and 75 Curtis Street in the City of Delaware, Ohio, shall be terminated.
2. The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Delaware City School District and the Delaware Joint Vocational School of this action.

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

RESOLUTION NO. 02-244

A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND FOR ECONOMIC DEVELOPMENT PURPOSES TO ASSIST WITH THE CONSTRUCTION OF ROADWAY, WATER, AND SANITARY SEWER INFRASTRUCTURE ASSOCIATED WITH THE PROPOSED KROGER COMPANY DISTRIBUTION CENTER PROJECT IN THE CITY OF DELAWARE:

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income

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households; and

WHEREAS, The Kroger Company desires to construct and own a 750,000+ square foot distribution center to be located along US 36/SR 37 in the City of Delaware which will result in the creation of 276 new jobs, of which a minimum of 51% or 141 jobs must be provided to qualifying low-moderate income (LMI) individuals; and

WHEREAS, assistance is required for the construction of public roadway, water and sewer infrastructure improvements to support the proposed Kroger Company Distribution Center economic development project, and without said assistance the proposed project would not be constructed; and

WHEREAS, such assistance for public infrastructure in support of an economic development project creating significant numbers of new LMI jobs is considered a National Objective under the CDBG Program.

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

Section 1. That the Delaware County Board of Commissioners authorize the use of the Delaware County Revolving Loan Fund in an amount not to exceed \$200,000 to assist the Kroger Company Distribution Center economic development project with the cost of constructing public roadway, water, and sewer infrastructure in support of said project in the City of Delaware.

Section 2. Use of these funds is conditioned on The Kroger Company agreeing to create a minimum of 276 new full-time permanent jobs as part of the proposed Distribution Center project, with a minimum of 141 (51%) of these new jobs to be filled by qualifying LMI individuals, and agreeing to follow all applicable CDBG rules and regulations during the project time period, including environmental review clearance, proper procurement procedures and payment of Federal Prevailing Wage Rates.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 02-245

IN THE MATTER OF APPROVING A CONTRACT EXTENSION WITH THE QUANDEL GROUP  
FOR PROVIDING ON-SITE CONSTRUCTION MANAGEMENT AT THE MEDIC 8 (SCIOTIO) AND  
HARLEM TOWNSHIP MEDIC FACILITIES:

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

WHEREAS, the Delaware County Board of Commissioners engaged the Quandel Group for construction management services for the construction projects at Medic 6 (Porter-Kingston), Medic 8 (Scioto) and the Harlem Township location; and

WHEREAS, the timeline for construction of the Medic 8 and Harlem facilities were delayed due to events beyond the control of the Quandel Group; and

WHEREAS, the Quandel Group, Inc. has performed well during both the construction of the Medic 6 facility and in pre-construction services for the Medic 8 and Harlem facilities;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the extension of the Quandel Group contract through an addendum at a cost of \$47,000.00 to provide on-site construction management services for the Medic 8 and Harlem Township projects.

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

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

RESOLUTION NO. 02-246

IN THE MATTER OF APPROVING RECOMMENDATIONS BY THE QUANDEL GROUP, INC.,  
FOR THE CONSTRUCTION OF THE HARLEM MEDIC STATION:

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

WHEREAS, the Delaware County Board of Commissioners requested bids for the construction of a new facility to house a Medic Unit in Harlem Township to serve the southeastern area of the County; and

WHEREAS, bids were opened in public session on 24 January, 2002 and have been reviewed and evaluated; and

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WHEREAS, the Quandel Group, Inc. recommends Inca Enterprises, Inc. for General Trades at a cost of \$408,550.00, Romanoff Mechanical, Inc. for Plumbing at a cost of \$47,075.00, Spring Electrical Construction Co., Inc. for Electric at a cost of \$67,525.00 and Air Experts, Inc. for the HVACC work at a cost of \$25,256.00 for a total of \$548,406.00.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the Quandel Group, Inc. recommendation that represents a cost savings of \$174,613.00 (27%) from the original estimates for the construction of the Harlem Township Medic facility.

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

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

RESOLUTION NO. 02-247

IN THE MATTER OF APPROVING THE LETTER OF AGREEMENT THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY SHERIFF’S OFFICE:

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

AGREEMENT

This Agreement made and concluded this 19th day of February 2002 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio, hereinafter “BOC” and the Delaware County Sheriff’s Office, 1251 U.S. Route 23 North, Delaware County, Ohio, hereinafter “SO”.

WHEREAS, the BOC recently upgraded its 9-1-1 emergency call and dispatching facilities; and

WHEREAS, these new facilities include sufficient space for the SO communications operations to co-locate within the new facility; and

WHEREAS, the co-location of these agencies will enhance intercommunication and operability between the two;

NOW, THEREFORE, for and in cooperation between the BOC and the SO, the parties agree to the following:

- 1. The BOC will provide space and initial equipment upgrades for the SO operation in the new facility at no charge to the SO. The equipment will remain an asset of the BOC and all funding for maintaining the equipment in good working order will be provided by the BOC.
- 2. The SO will exercise full administrative and operational control over its personnel at all times.
- 3. The BOC will exercise full administrative and operational control over its personnel at all times.
- 4. The facility is under the control of the BOC and all policies and rules will be jointly formulated and agreed upon by the BOC and SO prior to implementation. The employees of the SO and BOC will comply with said policies. No policy or rule will be implemented that hinders or interferes with the SO or BOC carrying out its statutory duties.
- 5. This Agreement shall take effect at the earliest period allowed by law.
- 6. This Agreement shall continue in effect until such time as either Party renders in writing a notice to the other Party of a date that such Agreement shall be terminated.

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

RESOLUTION NO. 02-248

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATION AND SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0265-015	Gen Fund/911 Center - Mat & Sup	\$ 1,406.80
091-9110-015	911 Center - Mat & Sup	\$ 1,406.80

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
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Kinder Care Learning Center #0879	2001 Hard Road Columbus, Ohio 43235
Moses, Annabelle	226 Lonepine Road Delaware, Ohio 43015
Pace, Mildred	3276 Earncliff Drive Columbus, Ohio 43015

SITE:

Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a.

I. Article 3. Contract Services: No change.

II. Article 4. Cost and Delivery of Purchased Services:  
Absentee Payment Policy: The maximum number of absent days reimbursed to the Provider shall not exceed ten (10) days in a six-month period during which publicly funded child day-care is provided to the child regardless of the number of providers that provide publicly funded child day-care to the child during that period. (ORC 5104.32 C) After two consecutive absentee days, the Provider shall report the absences to the Department. Failure of the Provider to report absences on a timely basis may result in the termination of payment after the second consecutive day.

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

RESOLUTION NO. 02-252

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND COUNCIL FOR OLDER ADULTS:

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

CONTRACT FOR SERVICES BY AND BETWEEN DELAWARE COUNTY DEPARTMENT OF JOBS & FAMILY SERVICES AND COUNCIL FOR OLDER ADULTS

THIS AGREEMENT is entered into this 1<sup>st</sup> day of February, 2002, by and between Delaware County Dept. of Jobs & Family Services (DJFS), 149 N. Sandusky St., Delaware, Ohio 43015 and Council for Older Adults (COA), 818 Bowtown Road, Delaware, Ohio 43015.

WHEREAS, the DJFS is required to provide Adult Protective Services to any person sixty years of age or older, as identified in and pursuant to Ohio Administrative Code Section 5101:2-20-01; and

WHEREAS, it is the desire of the DJFS to designate another agency to perform the department’s duties as they relate to (1) investigating complaints of suspected abuse, neglect and/or exploitation, and, (2) the provision of Adult Protective Services; and

WHEREAS, the COA has proven its ability to recognize and understand the special needs of senior citizens and to provide services to senior citizens in Delaware County; and

WHEREAS, the COA has agreed to assume and provide the duties related to investigations and provision of Adult Protective Services on behalf of the DJFS.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows

COA agrees to:

1. Serve as the lead agency for the investigation of referrals of suspected abuse, exploitation or neglect, evaluate the need for, and, when appropriate, make every effort to provide or arrange for the provision of protective services, pursuant to OAC Section 5101:2-20-01. These protective services may include, but are not necessarily limited to, case work services, medical care, mental health services, legal services, fiscal management, home health care, homemaker services, housing-related services, guardianship services, and placement services, as well as the provision of such commodities as food, clothing and shelter.
2. Provide, quarterly reports to the DJFS, by no later than fifteen (15) calendar days following the end of the reporting period. The Quarterly Report shall be in the format required by the DJFS for submission to the Ohio Department of Job and Family Services
3. Provide DJFS personnel access to all information pertinent to Adult Protective Services being rendered on behalf of DJFS including, but not limited to the progress of ongoing services, assessments and completed investigations.
4. Maintain, at a minimum, during the term of this Contract, Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy, which shall provide and include coverage, in an amount no less than \$100,000/\$300,000/\$100,000, on all Owned Automobiles and Non-Owned and Hired Automobiles, as well as Worker’s Compensation Insurance covering all personnel and covering all sites subject to this contract.

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5. Indemnify, defend and save harmless, for the period of this Contract, the DJFS, the Ohio Department of Jobs and Family Services and the Board of Delaware County Commissioners against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this Contract, with the sole exception of gross negligence or willful or intentional conduct by DJFS or Delaware County officers, elected officials and employees.

6. Providers, agents and employees of COA will act in performance of this Contract as an independent contractor, and not as officers, employees or agents of the State of Ohio, DJFS or Delaware County.

7. To contract for an independent audit of all organizational income and expenses and to make copies of the audit available to the DJFS, or in the alternative, make all relevant records available to DJFS for review and inspection upon reasonable notice.

8. To report actual expenses to DJFS on a quarterly basis within 30 days of the end of each quarter.

DJFS agrees to:

1. Receive all initial calls or referrals for Adult Protective Services. After obtaining the necessary information, DJFS will contact appropriate COA staff by telephone regarding the call or referral received, within 24 hours for emergencies and 72 hours for non-emergencies. DJFS will send via fax, the same information in written form to COA as a follow-up.

2. Provide emergency coverage for Adult Protective services referral under the same procedures currently utilized through the Child Protective Services Division of DJFS outside the normal work hours (8:00 a.m. to 5:00 p.m. Monday through Friday). Any referral received outside the normal work hours will be forwarded by the DJFS as agreed in B.1.

3. Inform COA of any Adult Protective Services training opportunities provided by the Ohio Department of Job and Family Services.

4. Provide COA with any and all information received regarding State and/or Ohio Department of Jobs and Family Services laws and regulations concerning the provision of Adult Protective Services.

5. Pursuant to ORC Section 5101.751 evaluate the performance of COA not less than once annually. DJFS will immediately communicate any and all material concerns or issues related to COA's performance under this contract and will provide technical assistance to COA in an effort to resolve said any concerns or issues that left unresolved could lead to the termination of this Contract.

6. Advance to COA on a quarterly basis no less than one fourth of the total amount of the annual budget approved by the Commissioners, contingent upon the continuation of state and local funding. A reconciliation will be performed annually in February for the prior year. Any adjustments as a result of that reconciliation will be reflected on the second quarterly advance.

**C. In addition to the above, DJFS and COA jointly agree to the following:**

1. There will be no discrimination against any client, applicant or employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that all applicable 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.

2. The County Prosecutor's office will continue to represent DJFS in Probate Court, as needed, with regard to petitioning the court for the provision of protective services. Such legal services will be provided at no cost to COA. COA will provide competent expert witness testimony as needed for these purposes. COA acknowledges that the Delaware County Prosecutor's office does not represent COA, nor can it give legal advice to COA on matters outside the scope of COA's role with regard to this Contract. All legal documents, including petitions presented to the court shall be jointly signed by representatives of COA and DJFS.

3. Jointly COA and DJFS will participate and agree to adhere to established policy and subsequent revisions as suggested by the Adult Protective Services Advisory Committee, with final approval by the COA Board of Trustees.

4. This Contract will terminate upon fifteen (15) days written notice if COA fails to provide the Adult Protective Services mandated by applicable Ohio Revised Code and Ohio Administrative Code sections. Further, this contract may be terminated by either party upon sixty (60) days written notice, without cause or liability.

5. The annual budget period shall commence on February 1, 2002 and continue for the period of one year.

6. The Contract for Services shall remain in effect, with the agreement between both parties, with the approval of

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County Commissioners of each annual budget.

7. For services provided under this Agreement, DJFS shall pay the amount of actual expenses up to the amount of the approved annual budget.

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

RESOLUTION NO. 02-253

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
021-0020-040	Perm Improvement - Equip	\$ 14,784.00

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

RESOLUTION NO. 02-254

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
035-3510-015	Sanitary Engineer - Mat & Sup	\$ 6,734.00

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

RESOLUTION NO. 02-255

IN THE MATTER OF APPROVING CHANGE ORDER 1 FOR BID PACKAGE 23 (SELLERS ELECTRICAL) FOR THE NEW SERVICES BUILDING:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve change order:

Sellers Electrical

Original Contract	\$ 596,300.00
Change Order #1 BP 23	\$ 41,667.00
<b>Revised Contract Amount</b>	<b>\$ 637,967.00</b>

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

RESOLUTION NO. 02-256

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
086-8612-040	20/20 Fund - Equip	\$ 49,950.00

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

There being no further business the meeting adjourned.

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners