

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 18, 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 (Absent)

RESOLUTION NO. 02-349

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

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

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

RESOLUTION NO. 02-350

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session at 8:42AM.

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

PUBLIC COMMENT -- Mr. Wuertz reported on the meeting held on the previous Thursday and how it resulted in information that led to the arrest for the recent barn fires in the Ostrander area.

RESOLUTION NO. 02-351

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 332505 THROUGH 332667:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered 332505 through 332667and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B11856	Cintas Corporation	Rental & Cleaning Uniforms/ACWRF	3530-5380	\$ 7,000.00
2B11857	Cintas Corporation	Rental & Cleaning Uniforms/OECC	3530-5380	\$ 15,000.00
INCREASE				
2B11838	Columbia Gas of OH	Gas Service/Alum Creek P.S.	3530-2603	\$ 25,000.00
<u>Vouchers</u>				
2P11612	M/I Homes	Inspection Fees/Covington Meadows	3510-2361	\$ 5,808.50
2P11584	OH Utilities Protection Serv	Annual LBP Fees	3510-2854	\$ 5,317.20
2P09345	Ben Bro Enterprises, Inc.	Land/Building Rental	0130-2700	\$ 8,421.60
2B09061	AEP	Elect Serv to ACWRF & Pump Sta.	3530-5338	\$ 37,182.27
2B09060	AEP	Elect Serv to OECC & Pump Sta	3530-2600	\$ 31,795.22
2P13404	OH Department of Development	Columbus Foam Repayment	7220-2900	\$ 11,050.24
			0080-2900	\$ 9,695.04

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

RESOLUTION NO. 02-352

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Treasurer’s Report.

(Copy is available in the Commissioners’ office.)

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

RESOLUTION NO. 02 -353

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Building and Grounds Department is requesting that Jack Prim attend a Seminar on Communicating with Diplomacy and Trust in Columbus, Ohio April 2-3, 2002; at the cost of \$402.00.

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The Department of Job and Family Services is requesting that Angela Thomas and Jacquelin Culberston attend Fiscal Training in Columbus, Ohio March 21, 2002, at the cost of \$100.00.

The EMS Department is requesting that 3 Paramedics attend a EMT’s Injury Prevention Advocated for Children Course in Wellston and Cincinnati, Ohio May 22 and 24, 2002, at the cost of \$30.00.

CSEA is requesting that 7 employees attend the Ohio CSEA Directors Association Spring Conference in Columbus, Ohio March 18-20, 2002, at the cost of \$1,415.00.

The Engineer Department is requesting that Steve Savon attend a Bureau of Workers Comp Safety Congress in Cleveland, Ohio March 26-28, 2002, at the cost of \$ 539.21.

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

RESOLUTION NO. 02-354

IN THE MATTER OF CONGRATULATING TIMOTHY J. DOLCICH UPON RECEIVING THE
EAGLE SCOUT AWARD:

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

- Whereas, Timothy J. Dolcich has been a member of Boy Scout Troop #85, and
- Whereas, Timothy J. Dolcich has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and
- Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to Timothy J. Dolcich on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates Timothy J. Dolcich on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

Be It Further Resolved: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

RESOLUTION NO. 02-355

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF
COMMON PLEAS:

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

SUPPLEMENTAL APPROPRIATIONS			
FUND NUMBER:	FUND NAME:	AMOUNT:	
001-2510-015	Gen Fund/Common Pleas - Mat & Sup	\$	1,676.00
Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin Aye Mr. Ward Absent

RESOLUTION NO. 02-356

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF
COMMON PLEAS:

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

SUPPLEMENTAL APPROPRIATIONS			
FUND NUMBER:	FUND NAME:	AMOUNT:	
001-2560-015	Gen Fund/Common Pleas - Mat & Sup	\$	1,800.00
Vote on Motion	Mr. Ward	Absent	Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02-357

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IN THE MATTER OF APPROVING A NEW DEPARTMENT AND SUPPLEMENTAL
APPROPRIATIONS FOR THE SHERIFF’S DEPARTMENT:

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

NEW DEPARTMENT						
001-33-3385		Gen Fund - Web Check			General Fund	
SUPPLEMENTAL APPROPRIATIONS						
FUND NUMBER:		FUND NAME:			AMOUNT:	
001-3385-020		Gen Fund/Web Check - Srvs & Chrgs			\$	2,000.00
093-9310-015		Law Enforcement Comp - Mat & Sup			\$	30,635.00
093-9310-020		Law Enforcement Comp - Srvs & Chrgs			\$	4,315.00
093-9310-040		Law Enforcement Comp - Equip			\$	28,000.00
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Absent

RESOLUTION NO. 02-358

IN THE MATTER OF APPROVING THE PREVAILING WAGE COORDINATOR FOR THE HOME
ROAD BRIDGE PROJECT:

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

Home Road Bridge Project Prevailing Wage Coordinator

The Engineer is requesting that the Board approve the appointment of the City of Columbus Prevailing Wage Coordinator as the coordinator for the Home Road Bridge Project.

Vote on Motion	Mr. Ward	Absent	Mr. Wuertz	Aye	Mrs. Martin	Aye
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RESOLUTION NO. 02-359

IN THE MATTER OF APPROVING CONTRACT MODIFICATION INCREASE WITH BURGESS &
NIPLE LIMITED FOR WORK ON THE HOME ROAD BRIDGE AND RESCINDING RESOLUTION
NUMBER 01-1539:

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

The Engineer request a contract modification increase to the contract for this project in the amount of \$64,565.00. The Engineer ask that the contract modification #2 that was passed via resolution #01-1539 be rescinded. This was a clerical error on the part of the Engineer’s office. The modification 2A is the correct amount and will finalize the design contract for this project. The following is a summary and explanation for this modification request:

Original Contract Amount:	\$483,334.00
Modification #1	<u>\$ 53,148.30</u>
Sub-Total	\$536,482.30
<u>Modification #2A</u>	<u>\$ 64,565.00</u>
Total Contract	\$601,047.30

CONTRACT (Modification) # 2A

MODIFICATION AGREEMENT made and entered into this 18th day of March, 2002, by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and BURGESS & NIPLE, LIMITED, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated **July 26, 1999**, by and between the **DELAWARE COUNTY COMMISSIONERS and BURGESS & NIPLE, LIMITED**.

That said **FIRST AND SECOND PARTY**, hereby agree to increase the current contract amount of **\$536,482.30 (483,334.00 original amount plus modification #1 \$53,148.30) by \$64,565.00** for additional engineering work related as deemed necessary and agreed to by the Delaware County Engineer. The revised contract amount is, therefore, increased to a **TOTAL of SIX HUNDRED ONE THOUSAND, FORTY- SEVEN DOLLARS AND THIRTY CENTS, (\$601,047.30)** to be paid as specified in the terms of the original agreement.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer's Office.

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The consultant hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under their foregoing policies of insurance.

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

RESOLUTION NO. 02-360

IN THE MATTER OF APPROVING CONTRACT MODIFICATION INCREASE TO THE ORIGINAL CONTRACT WITH MS CONSULTANTS FOR THE DELAWARE COUNTY THOROUGHFARE PLAN PROJECT:

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

The Engineer respectfully request a contract modification increase to the original contract for this project in the amount of \$87,105. The County’s share of this contract is 58% of the total contract price. The City of Delaware pays the remaining 42% of the total. The following is a summary and explanation for this modification request:

	<u>TOTAL CONTRACT</u>	<u>COUNTY SHARE</u>
Original Contract Amount:	\$483,334	\$280,334
Requested Increase/(Decrease)	\$150,181	\$ 87,105
Revised Contract Total	\$633,515	\$367,439

This requested change is a result of additional time and planning efforts involved with the Delaware County Thoroughfare Plan project. These additional costs are explained in a detail letter from MS Consultants dated December 5, 2001. The Engineer’s office has reviewed this letter and feels it is a fair and justifiable request for compensation for work not originally anticipated.

CONTRACT (Modification) #1

MODIFICATION AGREEMENT made and entered into this 18th day of March, 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **MS CONSULTANTS, INC.**, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated August 9, 1999, by and between the **DELAWARE COUNTY COMMISSIONERS AND MS CONSULTANTS, INC.** to furnish unto the County, professional services to prepare documents for the project known as the **Delaware County Thoroughfare Plan**

That said **FIRST AND SECOND PARTY**, hereby agree to increase the original Contract amount of **\$280,334 by \$87,105** for additional engineering services as deemed necessary and agreed to by the Delaware County Engineer. The revised contract amount is, therefore, increased to a **TOTAL of THREE HUNDRED SIXTY SEVEN THOUSAND FOUR HUNDRED THIRTY NINE DOLLARS, (\$367,439)**, to be paid as specified in the terms of the original agreement.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer's Office. Work is to be completed on or before July 1, 2002.

The consultant hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under their foregoing policies of insurance.

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

RESOLUTION NO. 02-361

IN THE MATTER OF APPROVING THE AGREEMENT WITH THE DELAWARE COUNTY ENGINEER’S OFFICE AND COLUMBIA GAS OF OHIO TO RELOCATE THE GAS LINE ON THE HOME ROAD BRIDGE:

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

AGREEMENT

THIS AGREEMENT, made this 5th day of February, 2002 by and between Columbia Gas of Ohio, Inc. having an office and place of business at 200 Civic Center Drive, Columbus, Ohio 43215, hereinafter referred as “COLUMBIA”

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AND

Delaware County Engineer’s Office of 50 Channing Drive, Delaware, Ohio 43015, Delaware County, hereinafter referred to as “REQUESTOR”.

WITNESSETH:

WHEREAS, Columbia owns and operates existing Medium Pressure plastic gas mains within the Columbus Zoo & Aquarium grounds, located in the City of Powell, in Franklin County in Ohio.

WHEREAS, Requestor wishes to have said pipeline relocated and/or abandoned to permit certain construction in the vicinity of the pipeline, and Columbia is willing to relocate said pipeline and/or abandon it subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties hereby intending to be legally bound, they do hereby promise and agree as follows:

- 1. Requestor agrees to pay 100% of the actual cost for Columbia Gas of Ohio’s abandonment and relocation work that is required as a result of the proposed Home Road Bridge Improvement construction. The actual cost will be determined approximately 2-4 months after construction is complete.
- 2. Requestor agrees to pay the estimated sum of \$N/A (which is the estimated anticipated cost of construction) as an up-front deposit. Please note that this is only the estimated cost of relocating Columbia’s pipeline for the project. If Requestor decides to cancel or postpone indefinitely the contemplated construction project, Requestor agrees to reimburse Columbia for all costs expended or obligated at the time of cancellation or indefinite postponement, including costs which may have to be expended or obligated at the time of cancellation or indefinite postponement, including costs which may have to be expended t restore the premises to their original condition, said amount to be deduct from the deposit.
- 3. Upon written execution of this agreement by Columbia, an up-front deposit for the estimated sum of \$30,140.00 will be waived. Payment for actual costs will not be collected until after Columbia’s relocation work is complete.
- 4. It is understood and agreed between the Parties hereto that this project will not be commenced until such time as such relocation will not impair the operations of Columbia in its service of gas to its existing customers. In addition, the scheduling of crews for construction will commence once we have a completed contract agreement, an agreement for a new pipeline easement, the necessary permits, and management approval.
- 5. Requestor relieves Company from any responsibility for any damage that may occur because of Company’s construction of that section of pipeline covered hereunder.

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

RESOLUTION NO. 02-362

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, AND SETTING BID OPENING DATE AND TIME FOR GENERAL PAVING AND ASPHALT MIX WORK FOR THE 2002 ROAD IMPROVEMENT PROGRAM FOR DELAWARE COUNTY:

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

Sealed proposals will be received at the **Office of the Delaware County Engineer’s, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday, April 8, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as the **2002 Road Improvement Program** and, at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015**. This project provides for reclamations, pavement repairs, widening and/or overlaying, and pavement markings for all and portions of County and Township Roads.

COUNTY ROADS

NAME	WIDTH	LENGTH	ESTIMATE
Locust Drive (24)	18.00	0.76	\$27,100.00
Leonardsburg Road (80/221)	18.00	4.99	\$299,400.00
Curve Road (89)	18.00	0.42	\$11,300.00

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Berlin Station Road (91)	18.00	4.93	\$131,200.00
Steitz Road (125)	19.00	1.42	\$89,300.00
Fontanelle Road (164)	18.00	1.70	\$166,900.00
Burnt Pond Road (165)	18.00	3.74	\$368,400.00
Brindle Road (170)	18.00	2.45	\$242,700.00
Mink Street Road (177)	16.00	3.84	\$205,700.00
Thomas Road (208)	18.00	3.72	\$226,200.00
Special Items			\$347,300.00

TOTALS \$2,115,500.00

TOWNSHIP ROADS

TOWNSHIP	ROAD	WIDTH	LENGT H	ESTIMATE
Berlin	Plumb (105)	18.00	0.19	\$4,500.00
	Baker (86)	9.00	0.23	\$4,900.00
	Curve (273)	8.00	0.17	\$3,200.00
	Piatt (99)	16.00	0.97	\$31,700.00
Delaware	Curve (89)	16.00	0.80	\$29,300.00
	Braumiller (92) rvsd 2.26	16.00	0.71	\$27,000.00
	*Bunty Station/SR315 Intersection			\$2,100.00
Genoa	Big Walnut (109)	20.00	0.20	\$7,600.00
	Big Walnut East (109)	22.00	1.20	\$87,100.00
	Big Walnut West (109)	22.00	1.20	\$55,800.00
Kingston	Todd Street (71)	18.00	2.24	\$103,500.00
Liberty	Clark Shaw (139)	18.00	1.54	\$84,800.00
	Bean Oller (140)	18.00	1.57	\$87,800.00
	*Bunty Station/SR315 Intersection			\$2,100.00
Orange	Plumb (105)	18.00	0.19	\$4,500.00
	Crossing Place (701)	27.00	0.21	\$22,200.00
	Woodstone Dr. (459)	20.00	0.74	\$29,400.00
	W. Orange (114)	16.00	0.90	\$32,200.00
Radnor	Gallant (195)	14.00	1.14	\$7,200.00
	N. Section Line (8)	18.00	1.20	\$50,800.00
	Watkins (199)	14.00	1.45	\$9,400.00
Troy	Case (218)	19.00	0.65	\$34,800.00
	Irwin (279)	10.00	0.31	\$9,900.00
TOTALS			17.83	\$731,800.00

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

RESOLUTION NO. 02-363

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR PERSONNEL:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0180-015	Gen Fund/Personnel - Mat & Sup	\$ 1,850.00
054-0060-015	Liability Insurance - Mat & Sup	\$ 1,820.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0120-047	001-0180-015	\$ 2,500.00
Gen Fund/Comm - Transfers	Gen Fund/Personnel - Mat & Sup	

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

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RESOLUTION NO. 02-364

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Kimberly Potts’s position with the Custodial Department has been terminated; effective date March 18, 2002.

Winifred M. Workman’s position with the Custodial Department has been terminated; effective date March 18, 2002.

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

RESOLUTION NO. 02-365

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

SUPPLEMENTAL APPROPRIATIONS						
FUND NUMBER:	FUND NAME:			AMOUNT:		
001-2610-015	Gen Fund/Juvenile Court - Mat & Sup			\$		1,580.00
Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Absent

RESOLUTION NO. 02-366

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN TROTTERS GAIT:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Trotters Gait	3,309 feet of 8 inch sewer	12 manholes
	221 feet of 10 inch sewer	
	140gpm pump station	

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

RESOLUTION NO. 02-367

IN THE MATTER OF SETTING DATE AND TIME FOR COUNTY’S FY 2002 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) PUBLIC HEARING # 2:

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

Whereas, a public hearing will be held on **Thursday, March 28, 2002, at 9:45 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the CHIP FY 2002 Program.

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

RESOLUTION NO. 02-368

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL APPROPRIATIONS						
FUND NUMBER:	FUND NAME:			AMOUNT:		
052-0071-020	CDBG Sewer 99 - Srvs & Chrgs			\$		131,500.00
Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Absent

RESOLUTION NO. 02-369

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CINTAS FOR UNIFORM SERVICE:

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

CINTAS
THE UNIFORM PEOPLE

The undersigned, its successors and assigns (hereinafter called “Customer”) orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns (hereinafter called company) a Rental Garment Service for all of the Customer’s garment and other items covered by this service agreement requirements during the term of this service agreement, at the prices and upon the conditions, as outlined below:

All employees to be furnished	5 changes of	Shirt/pant Per week	At \$ 4.95	Per person Per week
All employees to be furnished	5 changes of	Golf shirt/Pleats Per week	At \$6.75	Per person Per week
All employees to be furnished	5 changes of	Shirts Per week	At \$2.45	Per person Per week
All employees to be furnished	5 changes of	Pants Per week	At \$2.50	Per person Per week
All employees to be furnished	5 changes of	Golf Shirt Per week	At \$3.25	Per person Per week
All employees to be furnished	5 changes of	Pleated pants Per week	At \$3.50	Per person Per week

All garments will be cleaned and maintained by the Company. Any garments that require replacement due to normal wear will be replaced by the Company at no charge to the Customer.

Unless specified otherwise, the garments supplied under this service agreement are not flame retardant or acid resistant features. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame retardant and acid resistant garments are available from the Company on request. Customer warrants that none of the employees for whom garments are supplied pursuant to this service agreement require flame retardant or acid resistant clothing.

Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company’s employees.

The weekly service charge for any individual leaving the employ of the Customer can be terminated, but only after all garments issued to that individual, or the value of same, have been returned to the Company. All garments and other rented items remain the property of the Company. In the event of rental items being lost, stolen, damaged or destroyed by fire, acid, paint, neglect, or otherwise, the Customer will pay for said rental items at the replacement values set forth in the customer fact sheet/service agreement supplement which is part of this service agreement.

This service agreement is effective as of the date of execution above and shall remain in effect for twenty-four months from the date of installation.

Customer hereby agrees to defend, indemnify and hold the Company harmless up to the total dollar amount of the contract from any claims arising out of or associated with the use of the garments or other products, including any claims allegedly arising from defective products.

The Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to the Company’s General Manager. If the Company then fails to resolve any material complaint in a reasonable period of time, the Customer may terminate this service agreement provided all rental items are paid for at the rates listed as replacement values or returned to the Company in good usable condition.

Additional customer employees, product and services may be added to this service agreement. In the event of cancellation of this service agreement the parties agree that the damages that will be sustained by the Company will be substantial and difficult to ascertain. Therefore, if this service agreement is terminated by Customer prior to the terminated date for any reason other than for failure of the Company to perform under its guarantee, or terminated by the Company for cause at any time, the Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly service charge per week for the unexpired term, or buy back all garments and other products in inventory at the rates referenced herein as replacement value. Customer shall also be responsible for any unpaid charges on Customer’s account prior to termination.

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

RESOLUTION NO. 02-370

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A

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DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS:

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

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective January 1, 2002, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and the following list of child care providers entered into as listed.

Name	Address
Grace Brethern Christian School	8225 Wothington-Galena Road, Westerville, Ohio 43081
Delaware Joint Vocational School Child Care	1610 State Route 521, Delaware, Ohio 43015
Forest Lane Child Care	412 Forest Lane Richwood, Ohio 43344

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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Absent

RESOLUTION NO. 02-371

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND DELAWARE JVS ABLE FOR TANF/WIA PARTICIPANTS IN “THE MAKING THE MOST OF ME PROJECT”:

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

Contract for Services

This agreement is entered into by and between the Delaware County Job and Family Services (hereafter Department), the Delaware County Board of Commissioners (hereafter County), and Delaware JVS ABLE (hereafter Delaware JVS).

Whereas the Department is in need of services, and the Delaware JVS is willing to provide those services at an agreed upon price, the Parties do hereby mutually agree and promise that: Delaware JVS ABLE will provide a variety of services for TANF/WIA eligible clients. Each service shall strive to enhance the employability skills of all participants.

A. Delaware JVS will provide a coordinator for the Making the Most of Me Project. The coordinator will track agency referrals, follow-up on “no shows,” and submit weekly and monthly attendance reports to JFS. Project timeline 18 weeks. Coordinator hours not to exceed 5 hours per week. The rate is \$30.00 per hour or, \$2700.00 total.

Begin date for all services: February 15. End date: June 30 (no service the week of April 1, Spring break).

B. Delaware JVS will provide an instructor to over-see a student-driven newsletter for the Making the Most of Me Project. Instructor will provide guidance and assistance to TANF eligible students in the computer classes to create and distribute a newsletter depicting the various programs in the Making the Most of Me Project. Instructor hours, 2 per week X 18 weeks, @ \$30.00. Total instructional costs \$1080. In addition, there will be a maximum charge of \$200.00 for supplies and printing costs. Total cost for newsletter service not to exceed \$1280.00.

C. Delaware JVS will provide a trained counselor to work with eligible young moms in a support group and individually. The young moms support group will meet weekly for 2 hours for 18 weeks. Topics of discussion will include: budgeting, secondary pregnancy prevention, careers/interests/jobs, how to buy a car, anger management, problem solving/critical thinking, life-skills (how to live on one’s own), beauty from the inside out/body image, relationships and other participant-chosen topics.

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There will be incentives for participation such as gift certificates for \$25.00 to a local merchant for good attendance. Total number of gift certificates not to exceed 8 (\$200.00). Counselor hours not to exceed 5 per week @ \$30.00X 18 weeks, or, \$2700. Total cost of young mom group: \$2900.00.

D. Delaware JVS will provide an advocate to help TANF/WIA eligible clients with services necessary to promote self-sufficiency. Needed services will be determined by JFS case managers. Advocate hours not to exceed 5 per week @ \$30.00X 18 weeks. Total cost of advocate services not to exceed \$2700.00.

E. Delaware JVS will provide in-home basic skill instruction and/or GED preparation to TANF eligible clients who are truly unable to attend classes. Services shall be limited to 2 families per week, @ 12 hours per week (6 hours instruction per week per client) X \$30.00 X 18 weeks. No charge for materials or supplies. Total cost of in-home not to exceed \$6480.00.

F. JVS shall submit a monthly invoice to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

G. JVS understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

H. The time period for this Contract is from February 15, 2002 through June 30, 2002.

I. This agreement cannot be modified except when reduced to writing and signed by all parties.

J. Notwithstanding section (I), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

K. JVS agrees that the use or disclosure of any information concerning students for any purpose not directly connected to the delivery of purchased services is prohibited.

L. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

M. JVS agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

N. JVS agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

O. The Department and JVS agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that JVS will fully 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 serviced under this Agreement.

P. This Agreement may be terminated by JVS or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, JVS must notify the Department immediately.

The Parties do hereby understand and agree to the terms of this Agreement.

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

RESOLUTION NO. 02-372

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE
COMMISSIONERS OFFICE:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0120-047	001-0120-015	\$ 10,000.00
Gen Fund/Comm - Transfers	Gen Fund/Comm - Mat & Sup	

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

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RESOLUTION NO. 02-373

IN THE MATTER OF APPROVING CHANGE ORDER 6 FOR BID PACKAGE 23 (SELLERS ELECTRICAL) AND CHANGE ORDER 1 FOR BID PACKAGE 7 (CONCRETE TECHNOLOGY INC.) FOR THE NEW SERVICES BUILDING:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve change orders:

Sellers Electrical

Original Contract	\$ 596,300.00
Previous change orders	\$ 60,633.00
Change Order #6 BP 23	\$ 5,635.00
Revised Contract Amount	\$ 662,298.00

Concrete Technology

Original Contract	\$ 439,000.00
Change Order #1 BP 7	(\$ 39,220.00)
Revised Contract Amount	\$ 399,780.00

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Absent
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RESOLUTION NO. 02-374

IN THE MATTER OF NAMING THE NEW COUNTY SERVICES BUILDING:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the name for the new services building:

Whereas, Delaware County is in the process of constructing a new county services building to house many county offices and departments, and

Whereas, Delaware County would like the building to be named in honor of one of Delaware County’s most historic citizens

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio that the name of the new county Services building will be the Rutherford B. Hayes Delaware County Services Building

Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Absent
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There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners