

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 20, 2003**

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 03-236

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 18, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held February 18, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-237

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0218 AND CMAPR0219:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in Batch numbers CMAPR0218 and CMAPR0219 and Purchase Orders and Vouchers as listed below:

PO'S

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Hill Equipment Co.	18' Cargo Trailer	21511312-5450	\$ 5,419.00
Hill Equipment Co.	18' Cargo Trailer	21511312-5450	\$ 1,014.47
	18' Cargo Trailer	21511309-5450	\$ 4,404.53
Village Of Ostrander	Street Improvements	23111709-5365	\$ 31,450.00
	Street Improvements	23011710-5365	\$ 30,000.00
Village Of Ostrander	Street Drainage	23111709-5365	\$ 100,000.00
	Street Drainage	23011710-5365	\$ 46,000.00
Village Of Ashley	Ashley Drainage	23111709-5365	\$ 6,000.00
	Ashley Drainage	23011710-5365	\$ 6,000.00
Village Of Shawnee Hills	Street Improvements	23111709-5365	\$ 31,000.00
	Street Improvements	23011710-5365	\$ 30,000.00
Village Of Shawnee Hills	Commercial Area Plan	23011710-5365	\$ 5,000.00
	Commercial Area Plan	23111709-5365	\$ 21,500.00
Village Of Galena	Galena Land Use Plan	23111709-5365	\$ 20,000.00
	Galena Land Use Plan	23011710-5365	\$ 5,000.00
Morpc	DCHIP Housing Rehab	23111711-5365	\$ 40,000.00

Vouchers

Sungard	Software Training	40411413-545045065	\$ 4,000.00
Comfort Express	HVAC-109	40111402-541041003	\$ 18,555.73
Ben Bro Enterprises	Bldg/Land Rental	10011105-533533502	\$ 14,625.00
Bob Ross Buick Inc.	Van/Maintenance Dept	10011105-5450	\$ 16,708.93

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

RESOLUTION NO. 03-238

IN THE MATTER OF ACCEPTING THE RESIGNATION OF DAVID A. YOST AS AUDITOR, EFFECTIVE 5:00 PM FEBRUARY 19, 2003, AND NAMING ROBERT PACKHAM THE INTERIM AUDITOR UNTIL A NEW AUDITOR IS APPOINTED BY CENTRAL COMMITTEE AND ASSUMES OFFICE:

It was moved by Mrs. Martin, seconded by Mr. Jordan to accept the resignation and approve the interim Auditor.

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

RESOLUTION NO. 03 -239

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners Office is requesting that Kris Jordan attend a National Commissioners Conference in Washington D.C. February 28 to March 3, 2003, at the cost of \$1,644.25.

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

RESOLUTION NO. 03-240

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, TRANSFER OF FUNDS, AND SUPPLEMENTAL APPROPRIATIONS FOR THE DATA PROCESSING CENTER:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011102-5901 General Fund - Contingency	10015102-5801 Gen Fund/Data Center - Transfers	\$ 57,200.00

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10015102-5801 Gen Fund/Data Center - Transfers	20315101-4601 Data Fund - Transfer-in	\$ 57,200.00

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
20315101-5260	Data Fund - Equip < \$5,000	\$ 4,000.00
20315101-5450	Data Fund - Software	\$ 53,200.00

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

RESOLUTION NO. 03-241

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER CHRISTINE HOVIS:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Adjustment to Basic Rates
Christine Hovis 225 East Taylor Street Ashley, Ohio 43003	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50 Per Hour	None

Further Be It Resolved, that the Commissioners approve a Purchase Order to Christine Hovis in the Amount of \$8,060.00.

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

RESOLUTION NO. 03-242

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND UNITED METHODIST CHILDREN’S HOME FOR CHILD PLACEMENT SERVICES:

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

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Child Placement Service	Per diem cost and per diem reimbursement for the following categories
United Methodist Children's Home 1033 North High Street Worthington, Ohio 43085	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

Further Be It Resolved, that the Commissioners approve an Increase to a Purchase Order to United Methodist Children's Home in the Amount of \$15,800.00.

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

RESOLUTION NO. 03-243

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JOINT VOCATIONAL SCHOOL FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:), and Delaware Joint Vocational School (hereafter "Delaware JVS").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Delaware JVS is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Delaware JVS will provide services for WIA/TANF-eligible participants.
- B. The cost of Delaware JVS services will be as per tuition rates charged the public.

 Expenditures under this contract will not exceed \$30,000.
- C. The time period for this contract is from January 6, 2003 through June 30, 2004.
- D. Delaware JVS shall submit a monthly invoice and project report 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.
- E. Delaware 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.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), 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.
- H. Delaware JVS agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. Delaware 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.
- K. Delaware JVS agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

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L. The Department and Delaware 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 Delaware 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.

M. This Agreement may be terminated by Delaware 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, Delaware JVS must notify the Department immediately.

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

RESOLUTION NO. 03-244

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND COLUMBUS PUBLIC SCHOOLS FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Columbus Public Schools (hereafter "Columbus Public Schools").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Columbus Public Schools is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Columbus Public Schools will provide services for WIA/TANF-eligible participants.

B. The cost of Columbus Public Schools services will be as per tuition rates charged the public.

Expenditures under this contract will not exceed \$30,000.

C. The time period for this contract is from January 6, 2003 through June 30, 2004.

D. Columbus Public Schools shall submit a monthly invoice and project report 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.

E. Columbus Public Schools 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.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), 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.

H. Columbus Public Schools agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.

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

J. Columbus Public Schools 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.

K. Columbus Public Schools agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Columbus Public Schools 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 Columbus Public Schools will fully comply with all appropriate federal and state laws regarding such

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discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by Columbus Public Schools 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, Columbus Public Schools must notify the Department immediately.

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

RESOLUTION NO. 03-245

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Bradley Kyser has accepted the position of Telecommunications Operator II with the 911 Center; effective date February 24, 2003.

Christopher Sherbourne has accepted the position of Telecommunications Operator II with the 911 Center; effective date February 24, 2003.

Amy Hammond has accepted the position of Telecommunications Operator I with the 911 Center; effective date February 24, 2003.

Jay Shannon has resigned his position as Assistant Dog Warden; effective date February 28, 2003.

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

RESOLUTION NO. 03-246

IN THE MATTER OF APPOINTING LOUIS HUFFMAN AND RE-APPOINT JAMES PRICE AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE DELAWARE COUNTY BOARD BUILDING APPEALS:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Delaware County Board of Building Appeals, Louis Huffman, term beginning February 20 2003, and ending December 29, 2006, and re-appointing James Price, term beginning February 20, 2003, and ending December 31, 2007.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Louis Huffman and re-appoint James Price to the Delaware County Board of Building Appeals.

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

RESOLUTION NO. 03-247

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 03-248

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn out of Executive Session at 10:08AM.

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

There being no further business the meeting adjourned.

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Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners