

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 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

- 8:00 AM David Yost-Prosecutor Session
- 10:00 AM Bid Opening Date And Time For Lawn Care Services For The EMS Stations
- 5:00 PM Statement Of Qualifications (SOQ) For Cultural Resources Management Services For The Delaware County Sanitary Engineer's Office

PUBLIC COMMENT

RESOLUTION NO. 03-598

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 8, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held May 8, 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. 03-599

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR059:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR059 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Mindleaders	Tuition	22411603-5350	\$ 14,400.00
Increases			
Toddler Inn	Daycare	22411606-5348	\$ 50,000.00
Brian and Tracy Shanfeld	Board & Care	22511607-5350	\$ 5,000.00
David and Stacy Peterson	Board & Care	22511607-5350	\$ 5,000.00
Jody Long	Board & Care	22511607-5350	\$ 5,000.00
Marie Raver	Board & Care	22511607-5350	\$ 4,000.00
Scott and Karen Perkins	Board & Care	22511607-5350	\$ 5,000.00
Roy and Barb Underwood	Board & Care	22511607-5350	\$ 4,000.00
Greg and Tracey Bunker	Board & Care	22511607-5350	\$ 5,000.00
Twila Yates	Homebased	22511607-5348	\$ 4,000.00
Jane Phillips	Homebased	22511607-5348	\$ 5,000.00
Vouchers			
Toddler Inn	Child Care	22411606-5348	\$ 18,109.10
Child Care Unlimited	Child Care	22411606-5348	\$ 6,131.00
Marathon Ashland Petroleum LLC	Fuel/Facilities Management	10011106-522822801	\$ 6,306.68
Inca Enterprises, Inc.	General Trades/Harlem EMS	40211407-541041002	\$ 15,279.90
Kindercare Neverland	Child Care	22411606-5348	\$ 24,943.00

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

RESOLUTION NO. 03-600

IN THE MATTER OF CANCELING THE JUNE 2, 2003 COMMISSIONERS' SESSION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to cancel the June 2, 2003 Commissioners' Session due to the Commissioners attending the County Commissioners' Summer Conference.

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

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003**

RESOLUTION NO. 03-601

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

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

(Copy available for review at the Commissioner’s office until no longer of administrative value.)

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

RESOLUTION NO. 03-602

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 1.113 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas on April 8, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Smith and Hale, agent for the petitioners, of 1.113 Acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.23-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 1.113 Acres, more or less, in Liberty Township to the City of Powell.

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

RESOLUTION NO. 03 -603

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Tracy Bowen attend a Victim’s of Crime Training in Topeka, Kansas June 7 to 13, 2003, at the cost of \$713.50.

The Environmental Services Department is requesting that Barry Bryant, Chad Antle, Rick Varner, Paul Sandstrom, Eric Kletrovetz and Shawn Sellers attend a site visit for Sludge Units in Three Rivers, Michigan May 29, 2003, at the cost of \$200.00.

The Environmental Services Department is requesting that Jack Smelker, Barry Bryant, Paul Sandstrom and Rick Varner attend a site visit for Sludge Units in Orange Beach, Alabama June 3 to 4, 2003, at the cost of \$2,840.00.

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

RESOLUTION NO. 03-604

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT
28831313-5801	29214001-4601	\$ 350,000.00
Sheriff/Roads & Bridges Fines/Transfer	Engineer Admin. Transfer-in	

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	
28831313-5801	Sheriff/roads & Bridges Fines/Transfer	\$ 350,000.00

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

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

RESOLUTION NO. 03-605

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE BOARD OF DEVELOPMENTAL DISABILITIES:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT
29552501-5801 Developmental Disabilities/Transfers	29552501-5215 Developmental Disabilities/Program Supplies	\$15,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5250 Developmental Disabilities/Equip<\$500	\$30,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5255 Developmental Disabilities/Furniture<\$500	\$15,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5260 Developmental Disabilities/Equip. >\$500	\$30,000.00
29552501-5801 Developmental Disabilities/Transfers	29552501-5265 Developmental Disabilities/Furniture >\$500	\$10,000.00
Vote on Motion	Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye	

RESOLUTION NO. 03-606

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR GENOA FARMS SECTION 3, PHASE B:

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

Genoa Farms Section 3, Phase B

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 12th day of May 2003, between **DOMINION HOMES** as evidenced by the **GENOA FARMS SECTION 3, PHASE B** 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 7/18/02, 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.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

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 TWENTY SEVEN THOUSAND DOLLARS estimated to be necessary to pay the cost of 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. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-607

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR MALABAR SUBDIVISION:

It was moved by Mrs. Martin, seconded by Mr. Jordan to release bonds and letters of credit and accept roads within the following:

Malabar Subdivision

The roadway to be accepted is as follows:

- Malabar Court, to be known as Township Road Number 1341

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

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

RESOLUTION NO. 03-608

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR MALABAR SUBDIVISION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to establish stop conditions for the following:

Stop Conditions – Malabar Subdivision

- On Township Road Number 1341, Malabar Court, at its intersection with County Road Number 9, Liberty Road

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

RESOLUTION NO. 03 -609

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

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

Permit #	Applicant	Location	Type of Work
U03062	Consolidated Electric	Norton Road	Set 2 poles
U03063	Consolidated Electric	Penry Road	Set poles & anchors
U03064	Columbia Gas	Scioto Reserve 4,9	Install gas mains
U03065	The Fishel Company	Orange Road	Relocate & lower conduits
U03066	American Electric Power	Gooding Boulevard	Bore conduits

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

RESOLUTION NO. 03-610

IN THE MATTER OF APPROVING THE PRELIMINARY LEGISLATION FOR HOME ROAD GRADE SEPARATION PROGRAM WITH OHIO DEPARTMENT OF TRANSPORTATION:

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

PRELIMINARY LEGISLATION

**Resolution Number 03-610
PID Number: 75917
DEL-CR124-4.38
(Home Road Railroad Grade Separation)**

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION 1 – Project Description

WHEREAS, the County has identified the need for the described project:

This project proposed to construct a grade separation with the CSX Railroad. Project limits are on CR124 (Home Road) from approximately 0.17miles west of the junction of CR9 (Liberty Road) left at the CSX Railroad crossing.

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio:

SECTION II – Comment Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director.

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003**

The County agrees to assume and bear one hundred percent (100%) of the total cost of Right of Way and Construction less the amount of federal funds set aside by the Director of Transportation.

The County agrees to act as the lead agency for the City of Powell:

The County agrees to assume and bear one hundred percent (100%) of the total cost of those features required by the County which are not necessary for the improvement as determined by the State and Federal Highway Administration.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be required and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial resources, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI – Authority to Sign

The County Engineer is hereby empowered on behalf of the County to enter into contracts with the Director of Transportation necessary to complete the above described project.

This Resolution is hereby declared to be an emergency measure to expedite the highway project(s) and to promote safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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

RESOLUTION NO. 03-611

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

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
Fartun Ali 8120 Strawberry Hill Road Lewis Center, Ohio 43035	Infant	\$ 2.05	None
	Toddler	\$ 2.05	
	Preschool	\$ 1.90	
	Schoolage	\$ 1.90	
		Per Hour	

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

RESOLUTION NO. 03-612

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BOY’S VILLAGE INC. FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Boy’s Village Inc. P.O. Box 518	A. Maintenance B. Administration

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

Smithville, Ohio 44677	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)
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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-613

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MORNING VIEW CARE CENTER FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

It was moved by Mr. Jordan, seconded by 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 Morning View Care Center (hereafter "Morning View Care Center").

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

- A. Morning View Care Center will provide services for WIA/TANF-eligible participants.
 - B. The cost of Morning View Care Center 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. Morning View Care Center 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. Morning View Care Center 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. Morning View Care Center 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. Morning View Care Center 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. Morning View Care Center agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Morning View Care Center 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 Morning View Care Center 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.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

M. This Agreement may be terminated by Morning View Care Center 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, Morning View Care Center must notify the Department immediately.

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

RESOLUTION NO. 03-614

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD:

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

CONTRACT FOR TRANSPORTATION SERVICES
 between
Delaware County Transit Board
 And
Delaware County Job and Family Services

This service contract entered into this 1st day of April, 2003 between the Delaware County Transit Board (hereafter called DCTB) and The Delaware County Department of Job and Family Services (hereafter called PURCHASER) for the purpose of providing transportation services to Individuals associated with the PURCHASER.

Whereas, DCTB has established a public transportation system to provide transportation services within Delaware County and certain points beyond the county line.

Whereas, DCTB operates under Federal Transit Authority 49 U.S.C. section 5311 for providing transportation services.

Whereas, DCTB maintains a fleet of vehicles for ambulatory and non-ambulatory persons.

Whereas, DCTB drivers meet the qualifications and requirements as established by the Delaware County Transit Board.

Whereas, The PURCHASER is in need of transportation services for its customers, employees, or clients.

Notification: DCTB is a public transportation system. This contract does not provide exclusive transportation to the purchaser's clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of the purchaser's clients.

Conditions for Transportation: DCTB reserves the right to exclude any individual for unacceptable behavior or other reasons that DCTB administration determines may cause an unsafe transportation environment.

Term: The term of this contract shall be for a period commencing April 1 2003 and will end March 31, 2004. Either party may terminate this contract by giving the other party hereto written notice thirty (30) days prior to the effective date of such termination.

Services: The scope of services shall be for demand response, fixed route-fixed stop, or deviated fixed route transportation services to be provided based upon authorization provided by the PURCHASER. Additional services as defined may be rendered at an additional charge.

DCTB shall:

- Provide transportation service on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules. DCTB does not operate on Saturdays, Sundays, Christmas Day, New Years Day, or Thanksgiving Day.
- Provide transportation service that includes demand response, fixed route-fixed stop, and deviated fixed route.
- DATA will schedule transportation based on the PURCHASER'S authorization and availability of DATA vehicles.
- Forward a transportation request to Delaware Cab Company for consideration in the event that DATA cannot provide the specific transportation as authorized.
- Consult with the appropriate staff on transportation issues concerning individual clients

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

-Keep accurate records and send invoices and detail of services provided and charges to the PURCHASER at least monthly.

-Maintain adequate insurance on all vehicles.

-Maintain vehicles and equipment in good operating order.

-Immediately notify the PURCHASER's designee of any accident or incident no matter how minor that involves an individual covered by this contract.

-Drivers will ensure that all wheelchairs are tied down.

The PURCHASER shall:

-Provide authorizations for individuals requiring transportation service. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, and any other special instructions or special services that are needed. Authorizations are to be in writing and faxed to DCTB's scheduling office.

-Ensure that clients requiring transportation are advised that it is their responsibility to contact the DATA scheduling office to arrange their transportation.

-Provide both telephonic and written confirmation of any changes to the authorization at least 48 hours in advance of effective change.

Additional Services:

For Demand Response service only, DCTB may provide additional services within DCTB's policies such as but not limited to:

- A. Wait Time (beyond DCTB's policy of scheduled time)
 - At origin point
 - At destination point
- B. Rider assistance in excess of immediate boarding or alighting vehicle
- C. Destination Notification or rider arrival (medical facilities, care providers, daycare centers, etc.)
 - NOTE: This service requires through the door assistance. DCTB's policy prohibits through the door service at any private residence.
- D. Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- E. Other services on an individual basis as agreed by DCTB and the PURCHASER.

The PURCHASER shall notify DCTB of any special service required and authorized, and a maximum time limit for the service.

Compensation: The purchaser will pay DCTB for service at the rates identified below:

Demand Response:	
All areas of County incl. Delaware City	\$ 1.80 per loaded mile
Areas outside of Delaware County	\$ 3.50 per loaded mile
Minimum	\$10.00
Fixed Routes:	
Fixed Stop	\$ 5.00
Deviation	\$10.00
Dead Runs / No Shows	\$10.00
Additional Service Time Charge:	\$ 8.50
	per fifteen-minute unit or portion of unit

NOTE: These rates are subject to change due to requirements which state that DCTB must charge a fully allocated cost for contracted transportation services. If a change is necessary, DCTB will notify the purchaser 45 days before the change occurs.

Disputes on invoices should be directed to DCTB's Administrative Manager. The remaining portion of the invoice will be paid according to the terms previously described.

Hold Harmless Clause: DCTB shall hold the PURCHASER free and harmless from any injury or damage resulting from the negligent or faulty performance of DCTB and shall make good any loss, damage, or injury without loss to the PURCHASER. DCTB shall hold the PURCHASER free and harmless of any injury and damage resulting from the transportation of the previously stated individuals.

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

Agency Contacts: Questions concerning this contract or the services described herein should be directed to DCTB's Executive Director and the PURCHASER'S Assistant Director

Non-discrimination Clause: It is the policy of DCTB that services, employment, and access to facilities shall be provided to all otherwise eligible individuals without regard to race, color, religion, sex, handicap, national origin, sexual orientation and age. Parties contracting with the Delaware County Transit Board agree to the provisions of the above non-discrimination policy which shall apply equally to the parties of the contract and shall become effective with the signing and dating of this contract.

Savings Clause: If any portion of this contract is deemed illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect.

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

RESOLUTION NO. 03-615

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT
22511608-5342	22511608-5238	
JFS-Children's Services/Med.& Health	JFS/Children's Services/Safety & Security	\$ 2,000.00

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

RESOLUTION NO. 03- 616

IN THE MATTER OF DISPOSING OF PERSONNEL PROPERTY NOT NEEDED FOR PUBLIC USE, IS OBSOLETE, OR IS UNFIT FOR THE FOR THE USE FOR WHICH WAS ACQUIRED:

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

WHEREAS, Delaware County Jobs and Family Services has several Pentium II 450 mhz computers which were acquired from the Ohio Department of Jobs and Family Services at no charge to the County which have since been replaced with newer units; and

WHEREAS, The value of these computers is less than \$2,500.00 and in accordance to the Ohio Revised Code, Section 307.12 (B) the board may sell the property by private sale, without advertisement or public notification; and

WHEREAS, In accordance to the Ohio Revised Code, Section 307.12. (B), the board may sell or donate the computers, to the federal government, the state, or any political subdivision of the state without advertisement or public notification

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the Board finds that the aforementioned computers are not needed for public use, and are obsolete or unfit for the use for which they were acquired; and further, authorizes the donation of two (2) Pentium II 450 mhz computers to the Delaware/Morrow Mental Health and Recovery Services Board.

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

RESOLUTION NO. 03-617

IN THE MATTER OF APPROVING THE APPOINTMENT TO THE REVOLVING LOAN COMMITTEE FOR THE DELAWARE COUNTY RLF PROGRAM:

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses, and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation, and

WHEREAS, the Revolving Loan Committee has the responsibility of reviewing RLF applications and making recommendations regarding same to the Board of Commissioners; and

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003**

WHEREAS, a need exists to appoint a new member to the Delaware County RLF Loan Review Committee from National City Bank.

WHEREAS, Barb Walters the current representative to RLF Loan Review Committee is no longer an employee of National City.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners does hereby appoint Kathryn Fitzcharles representing National City Bank to the Loan Review Committee for AREA I for the Delaware County RLF Program.

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

RESOLUTION NO. 03-618

IN THE MATTER OF APPROVING THE RENEWAL OF THE OFFICE OF CRIMINAL JUSTICE SERVICES /BRYNE JUVENILE DRUG COURT INITIATIVE GRANT FOR JUVENILE COURT:

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

Grant #	2001-DG-F01-7201
Source:	Office Of Criminal Justice Services /Bryne
Grant Period:	January 1, 2004 to December 31, 2004
Grant Amount:	\$ 123,743.00
Match:	<u>\$ 41,247.00</u> (Youth Services)
Total Grant Amount:	\$ 164,990.00

This renewal grant will help support the Juvenile Drug Court in Delaware County in providing assessment, treatment, counseling, and supervision to program participants.

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

RESOLUTION NO. 03-619

IN THE MATTER OF APPROVING THE RENEWAL OF THE VICTIMS OF CRIME ACT/STATE VICTIMS ASSISTANCE ACT GRANT FOR JUVENILE COURT:

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

Grant #	DSCE035
Source:	Attorney General's Office/ Victims Of Crime Act/State Victims Assistance Act
Grant Period:	October 1, 2003 to September 20, 2004
Grant Amount:	\$ 51,473.00
Match:	<u>\$ 11,025.00</u> (mediation fees and dispute resolution fees)
Total Grant Amount:	\$ 62,498.00

This renewal grant will provide continued funding for the Juvenile Court's in-home family services program which offers victims of physical and sexual assault and their families intensive short-term counseling within their home and community, helping to stabilize life after the offense has occurred.

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

RESOLUTION NO. 03-620

IN THE MATTER OF APPROVING THE RENEWAL OF THE VICTIMS OF CRIME ACT/COURT APPOINTED SPECIAL ADVOCATES GRANT FOR JUVENILE COURT:

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

Grant #	DSCE474
Source:	Attorney General's Office/ Victims Of Crime Act
Grant Period:	October 1, 2003 to September 20, 2004
Grant Amount:	\$ 19,443.00
Match:	<u>\$ 6,481.00</u> (CASA)
Total Grant Amount:	\$ 25,924.00

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003**

This renewal grant will provide continued funding for the Delaware County CASA Program which provides advocacy services to abused, neglected and dependent children.

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

RESOLUTION NO. 03-621

IN THE MATTER OF APPROVING THE RENEWAL OF THE VICTIMS OF CRIME ACT/ GRANT FOR VICTIM'S ASSISTANCE:

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

Grant #	GEN445		
Source:	Attorney General's Office/ Victims Of Crime Act		
Grant Period:	October 1, 2003 to September 30, 2004		
Grant Amount:	\$ 21,664.00		
Cash Match:	\$ 14,736.00	(general fund-budget)	
Total Grant Amount:	\$ 36,400.00		

This renewal grant will provide continued funding for Victim's Assistance programs in Delaware County.

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

RESOLUTION NO. 03-622

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR LANDSCAPE MAINTENANCE SERVICES FOR THE DELAWARE COUNTY RUTHERFORD B. HAYES SERVICES BUILDING:

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

WHEREAS, Delaware County received four bids for landscape maintenance services for the Delaware County Rutherford B. Hayes Services Building on May 5, 2003. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by McCarthy Systems Company has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by McCarthy Systems Company for landscape maintenance and lawn care services for the Delaware County Rutherford B. Hayes Services Building.

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

RESOLUTION NO. 03-623

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY SERVICES DEPARTMENT:

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

TRANSFER OF APPROPRIATION		
FROM:	TO:	AMOUNT
40211408-5450 EMS Cap Imp 911 Const/Mach & Equip	40211408-5301 EMS Cap Imp 911 Const/Professional Serv.	\$ 46,301.73
21511310-5260 EMA-WMD/Train/Inv. Tools & Equip >\$500	21511310-5450 EMA-WMD/Train/Machinery & Equip over \$5000	\$ 10,838.00
21511309-5450 EMA/WMD/Adm/Machinery & Equip	21511309-5250 EMA-WMD/Adm/Inv. Tools & Equip<\$500	\$ 10,838.00

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

RESOLUTION NO. 03-624

IN THE MATTER OF AWARDING THE MARKET RESEARCH FOR PAY SYSTEM ADJUSTMENT WITH CLEMANS – NELSON AND ASSOCIATES, INC:

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

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

- WHEREAS, the Board of County Commissioners is responsible for ensuring the integrity of the County's Compensation Management System for the county offices and departments; and
WHEREAS, the Board of County Commissioners is committed to conducting the wage survey to determine the appropriate percentage of wage change, if any, in each job category every eighteen months.
WHEREAS, The Human Resources Department has reviewed all proposals and recommends the bid be awarded to Clemans - Nelson and Associates, Inc.;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners, Delaware County, State of Ohio, accepts the proposal from Clemans - Nelson and Associates, Inc. as specified below, which will not exceed a total cost of: \$7, 280.00.

- A. Clemans - Nelson and Associates hourly rates include:
Consultant \$85.00 per hour
Senior Consultant\$110.00 per hour
Manager / Vice-President / President\$125.00 per hour

Expenses shall not exceed \$350.00 without approval of The Board of County Commissioners.

Further be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute a Management Consultant Agreement with Clemans - Nelson and Associates, Inc. to provide on a priority basis such management labor and employment consulting services necessary for the Market Research for Pay Adjustment project at the aforementioned rates.

MANAGEMENT CONSULTANT AGREEMENT

The County of Delaware, Ohio, hereinafter called the "Client," and Clemans, Nelson & Associates, Inc., hereinafter called the "Consultant," shall hereby agree to the following terms and conditions commencing with the execution of the agreement by the parties and ending upon completion of the project.

The Consultant, in consideration of the covenants and promises set forth hereinafter, certifies, covenants, and agrees to perform in the following manner, to wit:

Provide to the Client on a priority basis such management, labor, and employment consulting services as outlined in the proposal attached hereto as Exhibit A.

IN CONSIDERATION of the foregoing covenants and promises, the Client agrees to pay the Consultant at the applicable rates for professional services:

- Consultant \$85.00 per hour
Senior Consultant..... \$110.00 per hour
Manager/Vice-President/President..... \$125.00 per hour

The total amount charged under this agreement for hourly work plus expenses (expense charges are outlined below) shall not exceed seven thousand two hundred eighty dollars (\$7,280.00). The only exception would be any additional work the consultant would need to perform to complete the project as addressed in the section of the proposal titled "Project Concerns" which will require written addendum to this agreement prior to commencement of said additional work.

Actual clock hours shall include only those hours spent in on-site consultation and assistance, and only those hours of in-office research and preparation necessary to support such consultation and assistance.

Included in the not to exceed pricing above, the Client further agrees to pay the Consultant the mileage rate as established by the Director of the Internal Revenue Service for travel from the consultant's headquarters or a regional office, whichever is applicable, ordinary and necessary business expenses.

Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

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

RESOLUTION NO. 03-625

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2003

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

Lori Detter has accepted the promotion to Records Technician with the Record's Center; effective date May 12, 2003.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners