

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 10, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 05-22

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Mr. Ward, seconded by Mr. Evans to appoint Kristopher W. Jordan as President of the Board of Commissioners for the year 2005.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-23

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Mr. Jordan, seconded by Mr. Evans to appoint James D. Ward as Vice President of the Board of Commissioners for the year 2005.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-24

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 6, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held January 6, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-25

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR017:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR017, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Genoa Township	Rental Agreement for 2004	10011303-5335	\$ 8,000.00
Queen Automotive	Liability Insurance Claims	60111901-5370	\$ 10,000.00
General Body Shop	Liability Insurance Claims	60111901-5370	\$ 20,000.00
Blues Auto Service Inc.	Liability Insurance Claims	60111901-5370	\$ 20,000.00
Treasurer, State of Ohio	Unemployment Wages	10011108-5370	\$ 7,500.00
The Dispatch Printing Co.	Dispatch Position Advertisements	10011108-5312	\$ 10,000.00
Vititoe Construction Inc.	RLF Fund Storm Drainage	23111709-5365	\$ 28,000.00
Vititoe Construction Inc.	FY' 03 Formula Grant	23011704-5365	\$ 37,000.00
Lehner Excavating Inc.	FY' 03 Formula Grant	23011704-5365	\$ 25,000.00
Loeb Electric Co.	Service/Del Co. Comm	10011105-5270	\$ 20,000.00
Columbia Gas of OH Inc.	Gas Utilities for Del Co.	10011105-5338	\$ 12,500.00
Cintas Corporation	Uniform & Floor Mat Service	10011105-5301	\$ 14,000.00
Rita Thompson	Land/Bldg Rental/84 N. Sandusky	10011105-5335	\$ 10,800.00
Delaware JVS Treasurer	Land/Bldg Rental JVS Education	20911112-5335	\$ 9,677.34
	Offc/Del Co		
Ben Bro Enterprises	Land/Bldg Rental	10011105-5335	\$ 187,500.00
WADAD Investment Group	Land/Bldg Rental/12 Troy Rd.	10011105-5335	\$ 48,012.48
AEP	Electric Utilities/Delaware Co.	10011105-5338	\$ 260,000.00
City of Delaware	Water/Sewage Refuse/Delaware Co.	10011105-5338	\$ 26,500.00
City Wide Maintenance of Cols	Cleaning Contract for South Wing	10011105-5325	\$ 16,800.00
Countryside Construction Co.	Snow Removal & Deicing	10011105-5328	\$ 20,000.00
Delaware Maintenance Co., Inc.	Cleaning Svcs/Facility Bldg 23 N.	10011105-5325	\$ 9,800.00

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First Communications LLC	Long Distance Phone Service	10011105-5330	\$ 10,500.00
Forts Cleaning Services	Cleaning Contract/Wolf Bldg	10011105-5325	\$ 18,840.00
Gotco Exclusive Carpet Care	Carpet Cleaning Services/Del Co.	10011105-5325	\$ 20,000.00
Nextel Communications	Cell Phone Svcs/Del Co	10011105-5330	\$ 6,000.00
Postmaster	Postal Svcs/Bulk Mail/Del Co	10011105-5331	\$ 6,000.00
Otis Elevator	Elevator Maintenance Agreements	10011105-5325	\$ 27,000.00
US Postal Service	Postal Service	10011105-5331	\$ 160,000.00
Verizon	Telephone Svcs/Delaware Co.	10011105-5330	\$ 70,000.00
CCAO SC	Gas Utilities	10011105-5338	\$ 9,500.00

Vouchers

The Altman Company	Concrete for Jail Renovation	40411414-5410	\$ 93,707.09
Prudential Group Life and Disability Ins.	December 2004 Premium	60211902-5370	\$ 5,176.46
Prudential Group Life and Disability Ins.	November 2004 Premium	60211902-5370	\$ 5,176.71
Machinery & Tool Rental, Inc.	Honda Generators	21511319-5260	\$ 9,955.00

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-26

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM CARIBBEAN JERKS LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Caribbean Jerks LLC has requested a new D3A permit located at 1262 E. Powell Road Orange Township Lewis Center, Ohio 43035, and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-27

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM BOB FISH GUY MARKET AND BISTRO TO CARIBBEAN JERKS LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Caribbean Jerks LLC has requested a transfer of new D1, D2, D3 and D6 permits from Bob Fish Guy Market and Bistro. (Address is the same location 1262 E. Powell Road Orange TWP, Lewis Center, Ohio 43035), and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05 -28

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Commissioners Office is requesting that Dave Cannon attend an Ohio City/County Management Association Winter Conference in Worthington, Ohio January 26-27, 2005, at the cost of \$175.00.

The Child Support Enforcement Agency is requesting that Susan Brown attend the OCDA Columbus District Meetings on February 17 (Licking County), April 21 (Fairfield County), June 16 (Union County), August 18 (Pickaway County), October 20 (Delaware County) and December 15, 2005 (Fairfield County), at the cost of \$120.00.

The Child Support Enforcement Agency is requesting that Susan Brown attend the Ohio Child Support Director’s Association General Membership Meetings in Columbus, Ohio January 13-14, March 17, May 12 July 14-15, September 15 and November 10, 2005, at the cost of \$265.00.

The EMS Department is requesting that 20 Paramedics attend a Basic Trauma Life Support Renewal Course in Delaware County January 14, 2005, at the cost of \$760.00.

The Engineer’s Office is requesting that Ryan Mraz and Robert Riley Mastering Microsoft Project Workshop in Columbus, Ohio February 14-15, 2005, at the cost of \$1,138.00.

The Environmental Services Department is requesting that Paul Sandstrom attend an Effective Management Strategies for Supervisors in Columbus, Ohio February 25, 2005, at the cost of \$289.00.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -29

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

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

Permit #	Applicant	Location	Type of Work
U04197	Suburban Natural Gas	Myer’s Glen	Lay gas main
U05001	Consolidated Electric	Berkshire Road	Set new pole
U05002	Verizon	Blanket Permit	Provide single customer services throughout County
U05003	Sprint	Blanket Permit	Place or replace buried customer service wires
U05004	SBC	Seldom Seen Road	Place anchor & down guy
U05005	Consolidated Electric	Robins Road	Set new pole
U05006	Consolidated Electric	Carters Corner Road	Set new pole
U05007	Columbia Gas of Ohio	Kellogg Drive	Install gas main

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-30

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN COLUMBIA GAS OF OHIO, INC. AND THE DELAWARE COUNTY ENGINEER FOR A PIPELINE RELOCATION IN GENOA TOWNSHIP:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following agreement:

AGREEMENT

THIS AGREEMENT, made this 10th day of December, 2005, 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 to as “COLUMBIA” and THE DELAWARE COUNTY ENGINEER (Jerry Owings) of Delaware County, hereinafter referred to as “REQUESTOR” W I T N E S S E T H:

WHEREAS, Columbia owns and operates a 6 inch gas pipeline, located on Private Right-of-Way, in Genoa Township, and

WHEREAS, Requestor wishes to have said pipeline relocated in order to permit certain construction in the vicinity of the pipeline, and Columbia is willing to relocate said pipeline 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:

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1. Requestor agrees to pay 100 percent of the actual cost of the relocation.
2. Requestor agrees to deposit the sum of \$80,577.00 with Columbia, which sum is an estimated cost of relocating Columbia's pipeline. 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 to restore the premises to their original condition, said amount to be deducted from the deposit.
3. Upon written execution of this agreement by Columbia and the receipt of said sum of \$80,577.00 from Requestor, Columbia agrees to begin plans to relocate said pipeline. Columbia will physically relocate said pipeline as mutually agreed to when all necessary rights of way have been secured and all material is available.
4. Upon completion of said relocation, Columbia shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If the actual cost of said relocation is more than the amount of the deposit, Requestor shall promptly pay the excess over the amount deposited to Columbia. If the actual cost is less than the amount of the deposit, Columbia shall promptly return to Requestor the excess of the deposit.
5. 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 customers.
6. Request relieves Company from any responsibility for any damage which may occur because of Company's construction of that section of pipeline covered hereunder.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-31

IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND APPROVING THE CONTRACT
SUBMITTED BY EAGLE BRIDGE COMPANY FOR THE HOSKINS ROAD BRIDGE OVER THE SCIOTO
RIVER REPLACEMENT PROJECT:

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

Hoskins Road Bridge Replacement-Bid Opening of January 5, 2005

As a result of the referenced bid opening, The Engineer recommends that a bid award be made to Eagle Bridge Company of Sidney, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your review.

CONTRACT

AGREEMENT, made and entered into this 10th day of January 2005, by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and EAGLE BRIDGE COMPANY, hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of ONE MILLION ONE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS AND SIXTY-THREE CENTS (\$1,187,351.63), based on unit prices on the attached Bid Blank, to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, all the necessary material, labor and equipment required to complete the project known as HOSKINS ROAD BRIDGE OVER THE SCIOTO RIVER REPLACEMENT PROJECT, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this Contract.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the Delaware County Engineer. Work is to be completed on or before October 31, 2005.

THE SECOND PARTY hereby agrees to hold the County free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said SECOND PARTY, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the Prevailing Wage Rate in accordance with Section 4115 of the Ohio Revised Code and to furnish the Delaware County Engineer a certified copy of the Contractor's payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the

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Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-32

IN THE MATTER OF ACCEPTING A TITLE II FORMULA GRANT FOR THE JUVENILE DRUG COURT:

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

Grant #	2004-JJ-DA 1-0065
Source:	Title II Formula Grant/Ohio Department of Youth Services
Grant Period:	January 1, 2005 to December 31, 2005
Grant Request Amount:	\$ 16,583.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 16,583.00

The Title II Formula Grant Program funds a portion of the Drug Court Coordinator position at the Court. The Drug Court Coordinator coordinates the design of the treatment program, supervises the clinician, coordinates treatment services, and is a liaison with ancillary agencies. This person is a licensed master Level clinician, responsible for clinical assessment of families, including assisting individuals and families by identifying needs and facilitating the delivery of holistic services.

No local match funding is required, thus, General Fund dollars are not required to provide the match funds for this grant. All staff members paid from this grant are well aware that their positions are grant funded and contingent upon continued grant funding.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-33

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE OHIO OFFICE OF CRIMINAL JUSTICE SERVICES GRANT FOR THE DAY REPORTING CENTER WITH ADULT COURT SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the quarterly Report of the Ohio Office of Criminal Justice Services Grant (2003-DG-C01-7346).

(Copy of report available in the Commissioners office until no longer of Administrative Value).

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-34

IN THE MATTER OF APPROVING THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES REQUIRED TRAINING FOR 2005:

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

TO: The Board of County Commis sioners
 Delaware County, Ohio

Required Training/Meetings

Cost of training to be paid from local/state/federal appropriated funds
Following are itemized the anticipated expenses necessary to be incurred during such period.
NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

1.
I hereby request authorization for:
Julie Apt, Kathy Butler, Lisa Cabot, Sarah Hoffer, Keith Matlack, Lori Powers, Patti Rayburn, Donna Bukovec, Craig Hill, John Reeves, Judy McCormick, Lee Hayes, Kathy Mason, Diana Bratton, Jena Dickman, Kelly Jervis, Marsha Coleman, Shelly Douce, Angie Steck, Tonya Bevard

to attend, at the expense of Delaware County, training at various locations, primarily 855 W. Mound Street, Columbus for the period of 01/01/05 through 12/31/05.

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(6 trainings x 20 staff x 80 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	3,360
Parking for <u>actual</u> cost	\$	200
Registration for <u>actual</u> cost (1 training x 20 staff x \$150.00)	\$	<u>3,000</u>
Approximate of total request	\$	6,560

2.
I hereby request authorization for:
Kathy Mason, Diana Bratton, Angie Steck

to attend, at the expense of Delaware County, quarterly SIS meetings at various locations
for the period of 01/01/05 through 12/31/05.

(4 meetings x 100 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	140
Parking for <u>actual</u> cost (4 meetings x \$10.00)	\$	40
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	180

3.
I hereby request authorization for:
Judy McCormick, Donna Bukovec, Lee Hayes, Shelly Douce, Angie Steck
to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, RAPS (risk assessment problem solving) meetings at Columbus, OH
for the period of 01/01/05 through 12/31/2005.

(10 meetings x 60 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	210
Parking for <u>actual</u> cost (10 meetings x \$10.00)	\$	100
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	310

4.
I hereby request authorization for:
Lee Hayes, Marsha Coleman, John Reeves, Mona Reilly, Shelly Douce, Kathy Butler

to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at 899 E. Broad Street, Columbus, OH
for the period of 01/01/05 through 12/31/05.

(4 meetings x 60 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	84
Parking for <u>actual</u> cost (11 meetings x \$10.00)	\$	-0-
Registration for <u>actual</u> cost		\$ <u>-0-</u>
Approximate of total request	\$	84

5.
I hereby request authorization for:
Joan Benner, Candy Kelley, Joyce Marquart, Mary Sedlacek, Margaret Shields, Larry Hager, Rhonda Leasure, Donna Eckman, Ceilia Vail, Perry Harper, Pam Pruett, Anne Tallent, Tammy Mannasmith, Wendi Reichardt, Sharon Aspery, Candace Cesa, Sharon Lloyd, Tracey Merrin, Tammy Gilliand, Jennifer Laird, Chad Richardson, Julie King, Fran Cook, Julie Marshall, Jody Scheff, Ambrosia Gamble, Julie Bates, Karol Hoyle, Rachel Skidmore, Kimberly Goelz

to attend, at the expense of Delaware County, CRISE and TOPS training at Columbus State Community College and various locations in Ohio for the period of 01/01/05 through 12/31/05.

(4 staff x 18 days x 60 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	1512
Parking for <u>actual</u> cost		120
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	1632

6.
I hereby request authorization for:
Rhonda Leasure, Sharon Lloyd, Larry Hager, Donna Eckman, Chad Richardson, Perry Harper, Tracey Merrin, Julie King, Celia Vail, Mona Reilly, Pam Pruett, Angela Thomas, Rachel Skidmore, Kimberly Goelz

to attend, at the expense of Delaware County, WIA/One Stop Technical Assistance meetings, Monthly

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Workforce Development meetings, One Stop Consortium meetings, Workforce Development Systems Operations meetings, IM Supervisor meetings, Medicaid Meetings, Quarterly Family Stability Regional meetings, Delaware-Knox Board meetings, at various locations for the period of 01/01/05 through 12/31/05.

(100 miles x 12 x \$0.35) + (60 miles x 6 x \$0.35)			
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	546	
Parking for <u>actual</u> cost(12 meetings x \$10.00)	\$	120	
Meals (\$10 x 4 meetings x 2)	\$	80	
Registration for <u>actual</u> cost		\$	<u>240</u>
Approximate of total request	\$	986	

7.

I hereby request authorization for:

Larry Hager, Tammy Mannasmith

to attend, at the expense of Delaware County, Monthly Child Care meetings, at various locations for the period of 01/01/05 through 12/31/05.

(12 meetings x 60 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at <u>\$0.35</u>	\$252	
Parking for <u>actual</u> cost (12 meetings x \$10)	<u>\$120</u>	
Approximate of total request	\$372	

8.

I hereby request authorization for:

Sharon Aspery, Wendi Reichardt, Tammy Mannasmith, Larry Hager, Julie Marshall

to attend, at the expense of Delaware County, Quarterly Child Care meetings at various locations in Ohio for the period of 01/01/05 through 12/31/05.

(4 meetings x 100 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	140
Parking for <u>actual</u> cost		40
Meals (2 meals X 4 meetings)		<u>80</u>
Approximate of total request	\$	260

9.

I hereby request authorization for:

Anne Tallent, Larry Hager

to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 01/01/05 through 12/31/05.

(100 miles x 4 meetings x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	140
Parking for <u>actual</u> cost		
Registration for <u>actual</u> cost		
Meals (4 lunches at \$10.00)		<u>40</u>
Approximate of total request	\$	180

10.

I hereby request authorization for:

Rhonda Leasure, Perry Harper, Donna Eckman, Celia Vail, Chad Richardson, Tracey Merrin, Mona Reilly, Sharon Lloyd, Julie King, Larry Hager, Kimberly Goelz, Rachel Skidmore

to attend, at the expense of Delaware County, Chamber of Commerce Functions, Trainings and Workshops at various locations for the period of 01/01/05 through 12/31/05.

(1 car x 30 miles x 9 x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	95
Parking for <u>actual</u> cost	\$	N/A
Registration for <u>actual</u> cost(\$15 x 3 staff x 9 functions)	\$	<u>405</u>
Approximate of total request	\$	500

11.

I hereby request authorization for:

Perry Harper, Julie Mays

to attend, at the expense of Delaware County, quarterly ADA meetings at Columbus for the period of 01/01/05 through 12/31/05.

(4 meetings x 60 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	84
Parking for <u>actual</u> cost	\$	40
Registration for <u>actual</u> cost		\$
Approximate of total request	\$	124

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12.

I hereby request authorization for:
Mona Reilly, Angela Thomas, Marsha Coleman, Pam Pruett, Larry Hager

to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, Region 1 Directors meetings, OJFSDA Committee Meetings, at various locations for the period of 01/01/05 through 12/31/05. (44 meetings x 75 miles x \$0.35)

Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	1,155	
Parking for <u>actual</u> cost (12 meetings x \$10)	\$	120	
Registration for <u>actual</u> cost			<u>600</u>
Approximate of total request	\$	1,875	

13.

I hereby request authorization for:
Jackie Culbertson, Angela Thomas, Mona Reilly, Barb Minnick

to attend, at the expense of Delaware County, Quarterly Fiscal/WIA/OJFSDA meetings at Columbus and various locations for the period of 01/01/05 through 12/31/05.

(10 meetings x 60 miles x \$0.35)			
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	210	
Parking for <u>actual</u> cost		60	
Registration for <u>actual</u> cost (\$15 x 3 staff x 6 meetings) \$	<u>270</u>		
Approximate of total request	\$	540	

14.

I hereby request authorization for:
Jackie Culbertson, Diane Bowersmith, Vickie Kerns, Sarah Gast, Jacky Walters, Jody Scheff

to attend, at the expense of Delaware County, Semi-annual EBT (Electronic Benefit Transfer)/ food stamp card meetings at Columbus for the period of 01/01/05 through 12/31/05.

(4 meetings x 60 miles x \$0.35)			
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	84	
Parking for <u>actual</u> cost (2 meetings x \$10)	\$	40	
Registration for <u>actual</u> cost		\$	<u>n/a</u>
Approximate of total request	\$	124	

15.

I hereby request authorization for:
Jackie Culbertson, Barbara Minnick, Marty Starkey, Julie Mays, Angela Thomas

to attend, at the expense of Delaware County, Annual PET & QUIC user meetings (fiscal software at various locations for the period of 01/01/05 through 12/31/05.

(4 days x 100 miles x \$0.35)			
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	140	
Parking for <u>actual</u> cost		-0-	
Registration for <u>actual</u> cost			<u>900</u>
Approximate of total request	\$	1040	

Requested/Recommend by: Mona Reilly, Director
Delaware County Department of Job and Family Services

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-35

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR WOODS OF POWELL SOUTH SECTION 1 AND THE VILLAGE AT NORTHPOINTE MEADOWS PHASE 2:

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

Woods Of Powell South Section 1	6,992 feet of	8-inch sewer	42 manholes
The Village At Northpoint Meadows Phase 2	1,279 feet of	8- inch sewer	7 manholes
Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye			

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RESOLUTION NO. 05-36

IN THE MATTER OF ADOPTING RESOLUTION FOR RETAINING LEGAL SERVICES OF VORYS SATER SEYMOUR AND PEASE, LLP IN CONNECTION WITH LEGAL MATTERS RELATING TO ENVIRONMENTAL RULES AND REGULATIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to adopt the following:

Be It Resolved, by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1. That the Board of Commissioners of Delaware County desires, in conjunction with the Prosecuting Attorney of the County, to retain the legal services of the law firm of Vorys Sater Seymour and Pease, LLP, such legal services to be in the nature of legal advice, recommendations, preparation of recommended documents and proceedings, and legal opinions in connection with legal matters relating environmental rules and regulations for the benefit of the County or others as the same may from time to time be requested by this Board.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, the law firm shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by the Board or the law firm by written notice to the other.

Section 3. That the Board of County Commissioners of Delaware County shall join with the Prosecuting Attorney of said County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the law firm for the purposes stated in Section 1 and for authority to pay the law firm for those legal services reasonable fees as approved by the Board, and to reimburse it for actual out-of-pocket expenses (including, but not limited to, travel, delivery, long-distance telephone, facsimile transmission, and duplicating expenses) incurred in rendering those legal services, from funds appropriated, or that may be appropriated, by the Board from time to time for such purpose.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its passage.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-37

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND URS. FOR THE PROVISION OF TUNNEL ENGINEERING AND CONSULTING SERVICES TO THE COUNTY IN REGARD TO THE PERRY –TAGGART SANITARY SEWER IMPROVEMENTS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following agreement:

DELAWARE COUNTY, OHIO
TUNNEL ENGINEERING AND CONSULTING SERVICES FOR PERRY-TAGGART SANITARY SEWER IMPROVEMENTS
AGREEMENT WITH
DELAWARE COUNTY SANITARY ENGINEER

This Agreement entered into this 10th day of January, 2005, by and between the Delaware County Board of Commissioners, hereinafter referred to as the COUNTY and URS Corporation Inc., hereinafter referred to as CONSULTANT, for the provision of Tunnel Engineering and Consulting services to the COUNTY in regard to the Perry –Taggart Sanitary Sewer Improvements.

Witnesseth, that for the mutual considerations herein specified, the COUNTY and the CONSULTANT have agreed and to hereby agree as follows:

SECTION I - BASIC SERVICES OF CONSULTANT

1. Review and comment of contract documents, specifications and drawings prepared by the County.

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- URS will review contract documents, specifications, drawings, engineering calculations, soils reports and other documents prepared by the County for the tunneling operation and will provide one (1) set of written comments for the County's review.
 - URS will attend a meeting with the County to discuss initial comments on the contract documents, and any recommended changes to the documents.
 - URS will attend the pre-construction meeting as scheduled by the County.
 - URS can assist the County in preparation of additional documents, specifications or drawings for an additional fee. This work is specifically not included in this scope of work.
2. Visit construction site and review of geology.
- URS will visit the construction site to observe excavated materials and geology. URS will discuss the observations and findings with the County Inspector(s) to gain a better understanding of site conditions.
 - URS will attend a meeting with County representatives and inspectors to further define actual site conditions, provide recommendations in regards to the tunneling operation and chart a course of action for the project.
2. Pre-construction training of County's staff for day-to-day inspection of tunneling projects.
- URS will prepare and present a 4-hour training workshop for County employees on microtunneling and the requirements for inspection of microtunneling construction. The workshop will draw upon URS project and staff training experience from around the US. The workshop will include details on microtunneling, a description of the project itself and specific duties and recording requirements of the inspector, which includes providing a daily report template for inspection of the work.
4. Review and comment of shop drawings and submittals for tunnel shafts, tunnel liner plates, tunnel jacking loads and associated tunnel facilities and appurtenances.
- URS will review up to ten shop drawing submittals by the Contractor – including up to one re-submittal for each shop drawing submittal made. Shop drawing submittals shall be coordinated through the County.
 - Additional submittals and re-submittals can be reviewed for an additional fee.
5. Review and comment on the drive records during and after the six (6) drives.
- This task is considered incidental to Scope of Work Task 6.
6. General office/construction support during the tunnel portion of the project.
- It has been assumed for the purposes of this proposal that office support will include review of inspector's daily reports, contractor drive records, and communication of construction progress and major issues with the County and other URS resources. These duties shall be carried out during the tunneling operation and consists of 104 hours total budget over a projected 26-week span.
 - It has been assumed that significant support of the site operation will be required by experienced site personnel at the beginning of the project – reducing with time throughout the contract. URS inspection staff will work closely with the County inspectors for up to 80 hours on a full-time basis. URS inspectors will then be available on an on-call basis for a total of 10 (ten) additional days (or 80 hours total) thereafter.
 - This proposal contains fee on an as-requested basis for engineering services and construction support for the construction of the tunnels and associated facilities, and the scope of services referenced above. Such tunneling construction period is estimated to be 26 weeks. Needs for continued support of the operation can be assessed during this time and additional fee can then be more accurately calculated for the remainder of the project, if needed.

KEY PERSONNEL

Please note that your point of contact for this project will be Mr. James Stumpp. Mr. Stumpp has over 29 years of experience and has been actively involved on the City of Columbus' Big Walnut/Rickenbacker Tunneling Project along with Tom Richardson, Larry Eckert and Bob Goodfellow of our firm. Mr. Stumpp

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can be reached at 614/464-4500 ext. 7714 and at jim_stump@urscorp.com

As we recently discussed, Mr. Richardson and Mr. Eckert will physically be *Columbus on a weekly basis* working on Big Walnut/Rickenbacker Project. Therefore, they will be *readily available* to assist you and Delaware County on this assignment.

ADDITIONAL SERVICES

URS shall provide Additional Services for the Project, if authorized in writing by Delaware County, and shall be paid for by Delaware County as provided in this Agreement. Additional Services shall consist of providing any services not otherwise included in this Proposal.

SECTION II - PAYMENT FOR PROFESSIONAL SERVICES

Compensation for Scope of Services shall be a not-to-exceed amount of Seventy Five Thousand Five Hundred Dollars (\$75,500). Compensation shall be computed at a multiple of (2.0) times the Direct Personnel Expense of personnel working on the project plus reimbursable expenses.

Direct personnel expense is defined as direct hourly rates of all the personnel engaged on the project and the portion of the cost of their mandatory customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

Reimbursable Expenses, such as printing, travel, special consultants, computer media, progress plots, final plots, etc., shall be billed at actual costs.

Payment shall be made monthly within thirty (30) days of the dated invoice in proportion to Basic Services performed, as services are provided for Additional Services, and as expenses are incurred for Reimbursable Expenses. Late payments shall bear interest at two percent (2%) per month.

SECTION III - OBLIGATION OF COUNTY

- A. Any provision in this Contract to the contrary, notwithstanding the maximum obligation of the COUNTY under this Contract, is limited to the amount of \$75,500.00. Unless the COUNTY appropriates and authorizes the expenditure of 5dditional funds pursuant to proper modification of this Contract, the CONSULTANT's duties and obligations to perform additional services under this Contract shall be considered ended when the amount of \$75,500.00 has been invoiced and paid to the CONSULTANT in accordance with the provisions of this Section. Payment of invoices submitted to the COUNTY by the CONSULTANT shall be made by the COUNTY within thirty (30) days of the date of the invoice. If the maximum obligation of the COUNTY provided herein is changed properly as described above, then the new amount will control the continuation of the duties and obligations of the CONSULTANT to perform additional services.
- B. COUNTY shall provide all criteria and information in its possession as to COUNTY's requirements for the Project; designate a person to act on COUNTY's behalf in respect of all aspects of the CONSULTANT's services; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the work.

SECTION IV - NON-DISCRIMINATION

During the performance of this Contract, the CONSULTANT agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their age, race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION V - CONTRACT TERMINATION OR SUSPENSION

The COUNTY or the CONSULTANT may terminate or suspend this Engineering Agreement by (1) giving written notice not less than ten (10) days prior to the effective date by registered mail of its intention to do

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so and (2) an opportunity for consultation with the terminating party prior to termination. Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the Agreement is terminated, the CONSULTANT, upon payment, as specified, shall deliver to the COUNTY copies of all reports, field books, drawings, surveys, and other documents, which have been prepared in the course of the work done under this Agreement. The CONSULTANT shall make no other claim for additional compensation against the COUNTY by reason of such termination. In the event the CONSULTANT'S services are suspended by the COUNTY, the CONSULTANT shall bill the COUNTY immediately for all work completed to date, less any previous payments.

SECTION VI - CONTINUING OBLIGATION

The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any one of the aforementioned officers to render his services hereunder, neither the CONSULTANT nor the surviving officers shall be relieved of their obligations to complete performance hereunder; provided, however, in such event the COUNTY may terminate this Agreement if it considers the death or incapacity of such officer to be a loss of such magnitude as would affect the CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

SECTION VII – WARRANTY

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. The CONSULTANT also warrants, that he will comply will all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the COUNTY shall have the right to annul the Engineering Services Agreement without liability.

SECTION VIII – INSURANCE AND INDEMNITY

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of the Agreement and keep in full force, Worker's Compensation. A copy of a document evidencing such Worker's Compensation shall be furnished to the COUNTY prior to the commencement of the services.
- B. CONSULTANT shall carry the following minimum amounts of Automobile Liability Insurance Comprehensive and General Liability Insurance each with the following limits:
 - 1. Public Liability Insurance in the amount of \$1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one account of any one accident or occurrence.
 - 2. Property Damage in an amount of \$1,000,000.00 from damages on account of any one accident or occurrence.
- C. CONSULTANT shall carry Valuable Paper's Insurance in an amount sufficient to ensure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Engineering Contract, in the event of their loss or destruction, (until such time as the plans, field, and design data and bid documents are delivered to the COUNTY).
- D. CONSULTANT shall carry Professional Liability Insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate, on a claims made basis.
- E. Certificates of Insurance indicating coverage and conditions stipulated in paragraphs VIII(B,C, D) shall be provided by the CONSULTANTS prior to the commencement of services.
- F. CONSULTANT shall have COUNTY listed as an additional insured on its insurance policies

SECTION IX - MISCELLANEOUS

- A. Reuse of Documents.

All documents, including Drawings, Specifications, and Electronic Media prepared or furnished by the CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project. COUNTY shall retain an ownership and property interest therein whether or not the Project is completed. However, such documents are not intended or represented by CONSULTANT to be suitable for reuse by COUNTY or others on extensions of the Project or on any other Project.

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Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or CONSULTANT'S.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-38

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND NEW ORGANIZATIONAL KEY:

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

Transfer of Funds		Amount \$
10015102-5801 Data Processing/Transfers	20315101-4601 Data Center Fund/Interfund Revenue	556,257.34
10011110-5801 Human Services/Transfers	22511607-4601 Childrens Services/Interfund Revenue	1,800,000.00
10011110-5801 Human Services/Transfers	22411601-4601 JFS Income Maint./Interfund Revenue	222,289.00
10011102-5801 General Fund-Transfers	21511307-4601 EMA-Interfund Revenue	53,000.00
10011102-5801 General Fund-Transfers	20411305-4601 Dog & Kennel/Interfund Revenue	50,000.00
10011102-5801 General Fund-Transfers	21011113-4601 Economic Development/Interfund Revenue	100,000.00
10011102-5801 General Fund/Transfers	72291901-4601 Data Transit Board	60,000.00
10011102-5801 General Fund/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	1,661,521.26
67011914-5801 Sanitary Eng. Capital/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	6,288,350.02
67011914-5801 Sanitary Eng. Capital/Transfers	65511918-4601 Perry Taggart/Interfund Revenue	11,000,000.00
10011304-5801 911 Dispatching/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	1,418,000.00
10031303-5801 Sheriff Jail/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	557,758.76

New Organization Key
27026309
Title II Drug Court

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners