

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 18, 2000

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

Present: James Ward, Deborah Martin, Donald Wuertz

8:00 AM – Duncan Whitney, County Prosecutor

10:00 AM - Bid Opening for Various Materials for the Year 2001

RESOLUTION NO. 00-1040

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 8:30 AM:

It was moved by Mr. Wuertz, seconded by Mr. Ward to adjourn into Executive Session.

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

RESOLUTION NO. 00-1041

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:00 AM:

It was moved by Mr. Ward, seconded by Mr. Wuertz to adjourn out of Executive Session:

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

RESOLUTION NO. 00-1042

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD DECEMBER 14, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held December 14, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

RESOLUTION NO. 00-1043

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 290782 THROUGH 291484:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 290782 through 291484 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-1044

IN THE MATTER OF ADDRESSING A NEW LIQUOR LICENSE REQUEST FROM ANNA MAY PEDIGO (DBA ANNA’S MARKET) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Trenton Township Trustees that Anna May Pedigo (DBA Anna’s Market) has requested for a new C1-C2 permit located at 3977 North St. Rt. 3, Sunbury, Ohio 43074 and

Whereas, the Trenton 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. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

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RESOLUTION NO. 00-1045**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

County Engineer is requesting that Richard Burnett and Randall Moore attend the Improving Public Works Construction Inspection Skills Conference at Orlando, Florida on February 26 through February 27, 2001, in the amount of \$2,182.00.

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

RESOLUTION NO. 00-1046

IN THE MATTER OF APPROVING THE PLATS FOR ARBORS AT CHESHIRE, ORANGE POINT COMMERCE PARK, PHASE 2, RIVER BEND, SECTION 4, PHASE 1, ROESLAND SUBDIVISION NUMBER 7, AND SHOAF SUBDIVISION; PLAN FOR GREIF BROTHERS AT US 23:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the plats and plan:

Arbors at Cheshire Subdivision

Situated in the Township of Berlin, County of Delaware, State of Ohio and being inlot 52 and vacated East Street in Cheshire Subdivision, Plat Book 2, Page 87, and part of Farm Lot 6, Quarter-Township 4, Township 4, Range 18, in the United States Military Lands. Being a subdivision of 8.442 Acres, being all of inlot 52 and the west half of vacated East Street as recorded in Deed Book 638, Page 410 and being all of a 0.053 Acre Tract recorded in O.R. 17, Page 1187 and all of a 4.402 Acre Tract remaining from an original 6.06 Acre Tract as recorded in Deed Book 638, Page 410 and all of a 3.722 Acre Tract remaining from an original 7.1 Acre Tract as recorded in O.R. 17, Page 1190. Lot fee in the amount of \$63.00.

Orange Point Commerce Park, Phase 2

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lot 2 of Quarter Section 2, Township 3, Range 18, United States Military Lands, containing 8.878 Acres of land, more or less, 7.578 Acres being a portion of that tract of land as conveyed to DUKE-WEEKS REALTY LIMITED PARTNERSHIP by deed of record in Official Record 47, Page 368 and 1.300 Acres of said 8.878 Acres being a portion of that tract of land conveyed to FRANKLIN REAL ESTATE COMPANY by deed of record in Deed book 663, Page 554, Official Record 41, page 1572 and Official Record 41, Page 1576, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$3.00.

River Bend Subdivision, Section 4, Phase 1

Situated in the Township of Orange and Liberty, County of Delaware, State of Ohio, located in part of Farm Lot 17, Section 3, Township 3, Range 18, United States Military Lands (Orange Township) and part of Farm Lot 4, Section 4, Township 3, Range 19, United States Military Lands (Liberty Township), being a 24.420 Acre Subdivision, there being 18.806 Acres out of an original 42.532 Acre Tract conveyed as tract 3 to Planned Communities Inc., as recorded in Deed Book 657, Page 236, and 5.614 Acres out of an original 92.315 Acre Tract conveyed to Planned Communities, Inc. as recorded in Deed Book 654, page 693, there being 23.334 Acres in said Farm Lot 17 and 1.086 Acres in said Farm Lot 4, all references being to the record of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$51.00.

Roesland Subdivision Number 7

Situated in the Township of Berlin, County of Delaware, State of Ohio, located in Farm Lot 2, Section 4, Township 4, Range 18, United States Military Lands, being a subdivision of 8.762 Acres, being all of a 3.013 Acre Tract and a 0.675 Acre Tract conveyed to Kirti Jackson in Deed Book 653, Page 314, and being all of a 5.076 Acre Tract conveyed to Patricia A. Canter in Deed book 593, Page 201. All references are to the Recorder's Office. Lot fee in the amount of \$9.00.

Shoaf Subdivision

Situated in the Township of Radnor, County of Delaware, State of Ohio, located in Farm Lots 14 & 15, Section 1, Township 5, Range 20, United States Military Lands, being a subdivision of 23.992 Acres (There being 10.188 Acres in Farm Lot 14, and 13.804 Acres in Farm lot 15) out of an original 23.992 Acre Tract as conveyed to Lloyd H. Shoaf and Sharlene R. Shoaf in Deed Book 660, Page 161. All references are to the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$9.00.

Greif Brothers at US 23

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State of Ohio, Department of Transportation Del-US-23, Phase 2, Berlin Township, Delaware County

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

RESOLUTION NO. 00-1047

IN THE MATTER OF AUTHORIZING ACTION TO BE TAKEN ON THE BONDS OF SCIOTO RESERVE, SECTION 2, PHASE 1 AND HARVEST WIND, PHASE 4:

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

Scioto Reserve, Section 2, Phase 1

On October 10, 2000, a letter was sent to Homewood Corporation, the developer for the referenced subdivision, advising them of the remaining work on this phase of the project that needed to be addressed. As of this date, the engineer has received no response from them. Another letter was sent on December 11, 2000 advising them that this work needed to be addressed to satisfaction by December 29, 2000, or the engineer will be forced to take action against the project's maintenance surety. The engineer is, therefore, requesting authority to take action against this bond should they fail to comply to his requests by the December 29, 2000 date.

Harvest Wind, Phase 2

On September 14, 2000, a letter was sent to Romanelli and Hughes, the developer for the referenced subdivision, advising them of the remaining work on this phase of the project that needed to be addressed. As of this date, the engineer has received no response from them. Another letter was sent on December 11, 2000 advising them that this work needed to be addressed to satisfaction by December 29, 2000 or the engineer will be forced to take action against the project's maintenance surety. The engineer is, therefore, requesting authority to take action against this bond should they fail to comply to his requests by the December 29, 2000 date.

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

RESOLUTION NO. 00-1048

IN THE MATTER OF ACCEPTING BONDING FOR ORANGE POINT COMMERCE PARK, PHASE 3:

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

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The engineer is, therefore, estimating the remaining construction costs to be **\$232,003.60** and a bond in that amount is provided.

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

RESOLUTION NO. 00-1049

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR ARBORS AT CHESHIRE AND HIGHLAND LAKES EAST, SECTION 11, PHASE 3:

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

Arbors at Cheshire

The roadway construction has been completed for the referenced subdivision and, as the results of recent field review, the engineer has determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider's Agreement, the engineer recommends that the maintenance bond be set at **\$17,900** for the duration of the one year maintenance period. Two bonds totaling that amount are provided.

Highland Lakes East, Section 11, Phase 3

The roadway construction has been completed for the referenced subdivision and, as the results of recent field review, the engineer has determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider's Agreement, the engineer recommends that the maintenance bond be set at **\$29,400** for the duration of the one-year maintenance period. A bond is currently in place to cover that amount.

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

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RESOLUTION NO. 00-1050

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000180	Ohio Edison	Ashley Road	Relocate poles
U000181	Ameritech	Tussic Street Road	Bore across road
U000182	Ameritech	Powell Road	Trench in right-of-way
U000183	Columbia Gas	Harriott Road	Install gas line

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

RESOLUTION NO. 00-1051

IN A MATTER OF AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH KOKOSING CONSTRUCTION COMPANY, LTD. FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE FY99 CDBG WATER & SEWER PROGRAM AND FORMULA PROGRAM VILLAGE OF SHAWNEE HILLS WASTEWATER FACILITIES IMPROVEMENT PROJECT:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize the following;

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Water & Sewer and Formula Programs; and

WHEREAS, the construction of wastewater facilities is an eligible activity to be funded under the CDBG Water & Sewer Program and Formula Program; and

WHEREAS, funding, in the amount of Six Hundred Thousand Dollars (\$600,000) has been provided to Delaware County through the FY99 CDBG Water & Sewer Program, and funding in the amount of Eighty-five Thousand Two Hundred Dollars (\$85,200) has been provided to Delaware County through the FY99 CDBG Formula Program, and funding in the amount of One Hundred sixty-five Thousand Dollars (\$165,000) is to be provided from Delaware County’s Revolving Loan Fund for the Village of Shawnee Hills Wastewater Facilities Improvement Project, which consists of the installation of approximately 31,500 lineal feet of conventional gravity sewer, 3,500 lineal feet of force main, a pumping station, and miscellaneous wastewater collection support facilities; and

WHEREAS, Kokosing Construction Company, Inc., located at 17531 Waterford Road, Fredericktown, Ohio has submitted the lowest and best bid for the construction of the Village of Shawnee Hills Wastewater Improvement Project, in the amount of \$2,134,942.00.

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

Section 1. That the Delaware County Commissioners determine that on the basis of price and experience, that Kokosing Construction Company, Inc., is the best entity to provide construction services for the Village of Shawnee Hills Wastewater Improvement Project.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement concurring in the awarding of a contract for construction services with Kokosing Construction Company, Inc. for the FY99 CDBG Water & Sewer and Formula Programs and the Delaware County Revolving Loan Fund Program for a portion of the total project cost in an amount not to exceed Eight Hundred and Fifty Thousand Two Hundred Dollars (\$850,200.00).

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

RESOLUTION NO. 00-1052

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OHIO DEPARTMENT OF DEVELOPMENT’S ROADWORK DEVELOPMENT (629) ACCOUNT FOR THE COMPLETION OF HIGHFIELD DRIVE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the acceptance of the grant:

WHEREAS, the Ohio Department of Development (ODOD) provides financial assistance to local governments through its Roadwork Development (629) Account for the purpose of funding job creating public infrastructure improvements; and

WHEREAS, the construction of the completion of Highfield Drive located in the Northbrooke Corporate Center in

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Orange Township to facilitate the Accel, Inc. Project is an eligible activity to be funded under the ODOD Roadwork Development (629) Account Grant Program; and

WHEREAS, funding, in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) has been provided to Delaware County through the FY 01 ODOD Roadwork Development (629) Account for the Highfield Drive Roadway Improvement Project, which consists of the installation of approximately 1,220 linear feet of roadway to accommodate the Accel, Inc. consolidation and expansion project; and

WHEREAS, Resolution 00-886 authorized Delaware County to execute an Economic Development Agreement concerning the construction of Highfield Drive with Orange Township and Northbrooke/AC LLC, (Developer) whereby Delaware County shall reimburse the Developer for eligible acquisition and construction costs associated with the Highfield Drive Roadway Project from the \$250,000 ODOD Roadwork Development (629) Account Grant award, and whereby the Developer shall be responsible for providing all funds for acquisition and construction costs for the Highfield Drive Roadway Project over and above the \$250,000 Roadwork Development (629) Account Grant.

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

- Section 1. That the Delaware County Commissioners accept the Roadway Development (629) Account Program Grant from the Ohio Department of Development to assist in the completion of Highfield Drive by providing up to \$250,000 for the Highfield Drive Roadway Improvement Project.
- Section 2. That the Board of Commissioners authorizes the President of the Board to execute a Grant Agreement with the Ohio Department of Development accepting said ODOD Roadwork Development (629) Account Grant funds and agreeing to the terms and conditions placed on the use of and administration of said funds.

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

RESOLUTION NO. 00-1053

IN THE MATTER OF APPROVING THE AGREEMENTS BETWEEN JOB AND FAMILY SERVICES AND SANDRA ASPERY AND ARLEEN SHEETS FOR CHILD CARE SERVICES:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the agreements:

Sandra Aspery

This contract is entered into on December 18, 2000 between the Delaware County Department of Job & Family Services ("Department") and Sandra Aspery a certified Type B Family Child Care Home, ("Provider"), located at 125 Blue Spruce Court, Delaware, Ohio 43015 whose phone number is (740) 369-1102. Chapter 5104 of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
 - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria

Basic Rates:

\$1.95 per hour

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- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

None

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.

5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.

- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.

- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:

- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
- (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.

6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.

7. **ELIGIBILITY FOR SERVICES:**

- (A) **Eligibility Determinations:**

- (1) Eligibility for publicly funded child care shall be determined by the:

- X Department.
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
Provider.
ChildCare Resource and Referral agency serving the county.

- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.

- (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.

- (B) **Reimbursement**

- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.

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- (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code which limits the total number of children for whom a provider may care.
 9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
 10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
 11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
 12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
 13. **INDEMNITY AND INSURANCE:**
 - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
 14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
 15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
 16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all

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licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

Arlene Sheets

This contract is entered into on December 18, 2000 between the Delaware County Department of Job & Family Services ("Department") and Arlene Sheets a certified Type B Family Child Care Home, ("Provider"), located at 4240 Hyatts Road, Delaware, Ohio 43015 whose phone number is (740) 368-9059. Chapter 5104 of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs and (C) Protective child care services.
3. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
 - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria

Basic Rates:

\$1.65 per hour

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

None

- (4) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent.

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Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.

5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
- (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
7. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
- X Department.
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
Provider.
ChildCare Resource and Referral agency serving the county.
- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
- (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
- (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However,

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home Providers must maintain compliance with Section 5104.02 of the Revised Code which limits the total number of children for whom a provider may care.

9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
 - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

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- 17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
- 18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

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

RESOLUTION NO. 00-1054

IN THE MATTER OF APPROVING THE CHANGE ORDER WITH JESS HOWARD ELECTRIC COMPANY FOR THE ELECTRICAL ON ALUM CREEK WATER RECLAMATION FACILITY:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve Change Order as follows:

Bid Proposal	\$6,438,000.00
Previous Change	116,394.00
Current Increase	45,237.75
Total Contract Price	\$6,599,631.75

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

RESOLUTION NO. 00-1055

IN THE MATTER OF APPROVING AN EASEMENT FOR PIPELINE RIGHT-OF-WAY LOCATED ON ALUM CREEK LAKE DELAWARE COUNTY, OHIO TRACTS NO. 322, 323, 327, 329, 331, 332, 339, 341, 344, 346, 347, 401, 403, 406, 408, 409, 412, 417, 418, 423, 428, 430, 431, 432, 437, 438, 441, 445-1 AND 449 WITH THE DEPARTMENT OF THE ARMY:

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

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to, **THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereinafter referred to as the grantee, an easement for a right-of-way for the installation, operation, maintenance and removal of a sanitary sewer line, hereinafter referred to as the facilities, over, across, in and upon 7.31, more or less, acre of land of the United States at the location identified in red in Exhibit A & B and further described in Exhibits C and D, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is granted for a term of fifty years, beginning December 11, 2000, and ending December 10, 2050.

2. CONSIDERATION

- a. The grantee shall pay in advance to the United States the amount of Eleven Thousand Five Hundred Dollars (\$11,500), in full for the term hereof to the order of "F.A.O., USAED, Huntington" and delivered to the Chief, Real Estate Division, U.S. Army Corps of Engineers, 502 Eighth Street, Huntington, West Virginia 25701-2070.
- b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:
 - (1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.
 - (2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent

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(6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

- (3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the grantee, to Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 502 Eighth Street, Huntington, West Virginia 25701-2070, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Huntington District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to

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the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

- a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
- b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.
- c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. HISTORIC PRESERVATION

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The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

23. SITE RECLAMATION

Following installation of the sewer line, the right-of-way shall be graded to original contour, quickly seeded and mulched to prevent erosion, and restored to its original condition to the satisfaction of the said officer. The grantee shall employ erosion control methods, as necessary, to keep soil in place until cover grasses germinate and adequately protect the site. No fill shall be placed on the premises.

24. COORDINATION OF WORK

The grantee shall notify the Resource Manager, Alum Creek Lake, and the Alum Creek State Park Manager prior to beginning construction or making repairs on the lines.

25. BOUNDARY MONUMENTATION

Any government boundary line survey pins or stakes, and any flowage easement stakes displaced by the activities authorized under this easement shall be resurveyed and replaced by or at the expense of the grantee.

26. PUBLIC ROADWAY CROSSINGS

Any sections of sanitary sewer line to be placed under public roadways shall be bored.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

THEREFORE, BE IT RESOLVED: Deborah Martin, President of the Board of Commissioners, is authorized to sign the easement document on behalf of the Board of Commissioners of Delaware County.

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

RESOLUTION NO. 00-1056

IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR THE SANITARY SEWER IMPROVEMENTS TO SOUTH OLD 3C HIGHWAY

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the sanitary sewer plan for the sanitary sewer improvements of the South Old 3C Highway for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 00-1057

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

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It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the improvements:

Barry Norman Bryant has accepted the position as Director of Environmental Services; date of hire is January 16, 2001.

Marc Bradley Fischer has been promoted from Paramedic to Crew Chief; effective date of promotion is December 18, 2000.

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

Chrystal Alexander- Domestic Violence Protocol Update

10:00 AM - Bid Opening for Various Materials for the Year 2001- For the breakdown of the following bids, see the Engineer Department

Buckeye Ready Mix LLC- Ready Mix Concrete

Superior Steel Corporation – Reinforcing Steel Bars

Ohio Bridge Corporation – Wood Flooring

Cashman – Corrugated Polyethylene Tubing & Pipe

Contech Construction Products Inc. – Corrugated Metal Pipe Materials

Superior Steel Corporation – Guardrail & Posts

Paul Peterson – Guardrail & Post

Superior Steel Corporation – Rolled Steel Shapes

Martin Marietta Aggregates – Crushed Lime Stone

National Lime & Stone – Crushed Lime Stone

Shelly Materials – Crushed Lime Stone & Cold Mix

CSR America Columbus Pipe – Reinforced Concrete Pipe

Henderson Trucking – Hauling

Badge Excavating – Hauling

Kevin Justice Trucking - Hauling

Spring Creek Corporation – Straight & Bent Beams

Hughes Supply Inc. –

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners