

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 16, 2001**

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 (Absent)

8:30 AM – Dale Wilgus, Treasurer – Investment Committee

1:30 PM – Viewing of Ditch Petition – Big Run Ditch (Skinner)

RESOLUTION NO. 01-54

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION AT 8:45 AM:

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

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

RESOLUTION NO. 01- 55

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:05 AM:

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

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

PUBLIC COMMENT

RESOLUTION NO. 01-56

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 293274 THROUGH 293377:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants 293274 through 293377 on file in the office of the Delaware County Commissioners.

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1B07255	OSU Extension	Grant Money	0120-3001	\$ 194,763.00
1P07254	Delaware County Fair	Grant Money	0120-3001	\$ 8,000.00
1P07253	Historical Society	Grant Money	0120-3001	\$ 15,000.00
1P07251	Soil & Water conservation	Soil Conservation ASCS	0120-3001	\$ 186,125.00
1P03703	Regional Planning	2001 Membership Fee	0120-2854	\$ 75,225.00
1P03701	Delaware County EMA	Emergency Management. Apportionment	0120-2059	\$ 18,441.80
1B07280	Jess Howard electric	Electrical Contract-Library Expansion	8610-4012	\$ 95,055.00
1B07277	Aggressive Mechanical, Inc.	HVAC Contract	8610-4012	\$ 125,790.61
1B07276	Ro-Dan Construction Services	Plumbing Contractor-Library Exp.	8610-4012	\$ 34,484.86
1B07270	Schooley Caldwell	Design/County Administration Bldg.	8612-4031	\$ 672,639.35
1B07261	OH Dept. of Health	Crippled Children's Fund	0120-2059	\$ 80,000.00
1B07258	Franklin county Coroner	Coroner Services	3010-2001	\$ 25,000.00
1B07256	Treasurer of State	2001 Audit	0120-2008	\$ 67,500.00
1B07272	Cody Ziegler, Inc.	General Contractor-Library Expansion	8610-4012	\$ 392,185.89
1P07265	Dale Wilgus	Real Estate Taxes	0120-2910	\$ 54,797.33
1B07274	Bovis Lend Lease	Construction Management Services	8610-4012	\$ 28,800.00
1P07285	Turning Point	Domestic Violence funds	0290-2910	\$ 11,936.00
1B07293	Fifth Third Bank/Cincinnati	Sewer Improvement Bond-Interest Principal	5510-4510 5510-4511	\$ 871,700.00 \$1,625,000.00
1B07294	Fifth Third Bank/Cincinnati	Alum Creek Bond-Interest Principal	5510-4510 5510-4511	\$2,514,713.76 \$1,890,000.00
1B07292	Delaware County Bank	Administrative Building Bond Principal	5510-4510 5510-4511	\$ 950,015.00 \$ 300,000.00

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1B07291	Huntington National Bank	Capital Facilities Bond-Interest	5510-4510	\$ 243,775.00
		Principal	5510-4511	\$ 145,000.00
1B07290	OH Water Development Authority	ODWA Bond-Interest	5510-4510	\$ 96,887.14
		Principal	5510-4511	\$ 341,603.48
1P07295	MORPC	MORPC Membership	0120-2854	\$ 25,156.33

Vouchers

0P62287	Barefoot & Case, Inc.	Repair Flygt Mixers	3530-2053	\$ 4,810.00
		Equipment Parts	3530-1693	\$ 5,000.00

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

RESOLUTION NO. 01-57

IN THE MATTER OF ACCEPTING WITHDRAWAL REQUEST FROM PETITIONER FOR ANNEXATION OF 4.398 ACRES FROM LIBERTY TOWNSHIP TO THE VILLAGE OF POWELL:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve Petitioner Barbara Overmeyer’s request to withdraw her annexation petition:

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

RESOLUTION NO. 01-58

IN THE MATTER OF AMENDING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2001:

It was moved by Mrs. Martin, seconded by Mr. Ward that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at 9:00 AM on Monday and 9:30 AM on Thursday of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a legal holiday, in which case, said Board of Commissioners shall meet at 9:00 AM on the next regular working day thereafter. The Board of County Commissioners shall meet in regular session at 8:00 AM on the second Monday of each month with the Delaware County Prosecutor and shall hold Public Officials meeting the 2nd Wednesday of each month at ~~11:30 AM~~ **12:00 Noon**. The Board of County Commissioners shall meet in regular session on the 1st Monday in the month at 7:00 PM with no day session being held. Whenever there is a 5th Monday in the month, the Board of Commissioners will conduct a meeting to be held at night at 7:00 PM with no day meeting to be held. All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session and on the Monday preceding the Thursday session. A time will be scheduled during regular session whereas the Board will allow presentation and discussion of any matter not previously scheduled.

It is further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly advertised at least 24 hours in advance by notifying media and posting on internet.

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

RESOLUTION NO. 01-59

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Sanitary Engineer is requesting that Paul Sandstrom attend the Ohio Compost Operator Education Course at Wooster, Ohio on February 27 through February 28, 2001, in the amount of \$132.50.

Record Center is requesting that Christine Shaw attend the ARMA Breakfast Meeting and ISG Networking Event at Columbus on January 16, 2001, in the amount of \$36.00.

Administrative Services and County Engineer are requesting that Kevin Williams and Chris Bauserman attend the NPFLRA 2001 Annual Training conference in New Orleans, LA on March 31 through April 4, 2001, in the amount of \$2,660.00.

Administrative Services is requesting that Steve Savon attend the National Safety Council Monthly Meeting at Columbus on the 4th Friday of every month, in the amount of \$120.00.

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County Engineer is requesting that John Russell, Chuck Lewis, Joel Presthus and Bob Adams attend the Ohio Asphalt Paving Conference at Columbus on January 31, 2001, in the amount of \$150.00.

County Engineer is requesting that Tiffany Brinkmoeller attend the Human Resources University at various locations on various dates in the amount of \$850.00.

Job and Family Services is requesting that Carrie Block attend the Excellence in Motion Project Meeting at Columbus on January 19, 2001.

Job and Family Services is requesting that Jackie Williams attend the WIA Fiscal Training at Columbus on January 23 through January 24, 2001, in the amount of 216.00.

Job and Family Services is requesting that Mona Reilly attend the Welfare Reform-Resource Guide at Columbus on January 18, 2001, in the amount of \$12.00.

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

RESOLUTION NO. 01-60

IN THE MATTER OF APPROVING TUITION ASSISTANCE:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

- Johannes Dickhof Public Health Education
- Ken Bruen Construction Quantity Survey
- Language & Development
- Heavy Construction Drawings
- Beginning Composition
- Jason Watts Programmable I.C.s
- Engineering Statistics
- Programmable Controllers

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

RESOLUTION NO. 01-61

IN THE MATTER OF APPOINTMENT OF THE BOARD'S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mrs. Martin, seconded by Mr. Ward to appoint the following to the following boards and commissions:

- | | |
|--|---|
| Regional Planning - All 3 Commissioners | Reg. Planning Executive Comm - Jim Ward |
| Central Ohio Regional Forum (CORF) - Don Wuertz | Records Commission – Jim Ward |
| Investment Committee - Deborah Martin & Don Wuertz | Job and Family Services - Deborah Martin |
| Five County Joint Detention Center - Don Wuertz & Jim Ward | |
| DKMM Solid Waste District - All 3 Commissioners | EMA/LEPC - Don Wuertz |
| DKMM Solid Waste District Executive Committee - Don Wuertz | Correction Planning - Jim Ward |
| CIC - All 3 Commissioners | Children's First - Deborah Martin |
| 9-1-1 Board of Governors - Jim Ward | Data Processing Board - Jim Ward |
| Council for Older Adults - Deborah Martin | Main Street Delaware - Don Wuertz |
| MORPC - Technical Advisory Committee -Dave Cannon | Regional Planning Alternate-Dave Cannon |
| Chamber of Commerce- Dave Cannon | Heart of Ohio Resource Conservation and Development– Deborah Martin |
| | DKMM Policy Board – Jim Ward |
| DMARCK – All 3 Commissioners July 1, 2000 | One Stop Employment – Deborah Martin |
| Local Workforce Investment Board- Deborah Martin | Six County WIB – Deborah Martin |
| WIB Youth Council – Deborah Martin | |

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

RESOLUTION NO. 01-62

IN THE MATTER OF APPROVING THE PLATS FOR DORNOCH ESTATES, SECTION 3 AND WOODS OF DORNOCH, SECTION 2; PLANS FOR SUMMERFIELD VILLAGE, SECTION 2, PHASES 1, 2 & 3, TROTTERS GAIT AND WINDING CREEK ESTATES 3; DITCH MAINTENANCE PETITIONS FOR OLDE STATE FARMS, SECTION 1, HARVEST WIND, PHASE 6, SECTION 1, WOODS OF DORNOCH, SECTION 2 AND DORNOCH ESTATES, SECTION 3:

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

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Dornoch Estates, Section 3

Situated in the State of Ohio, County of Delaware, Townships of Delaware and Liberty, being located in Farm lot 4, of Section 4, Township 4, Range 19 and Farm Lot U, of Section 1, Township 4, Range 19, United States Military Lands, being all of those Tracts of Land described in Deeds to New Green Highlands Developments Limited, of Record in Official Records 25, Page 2031, (11.556 Acres) and Official Records 28, Page 853 (0.427 Acre), Recorder's Office, Delaware, Ohio. Lot fee in the amount of \$78.00.

Woods of Dornoch, Section 2

Situated in the State of Ohio, County of Delaware, Township of Delaware, being located in Lot U, Section 1, Township 4, Range 19, United States Military Lands, being all of that 3.060 Acre Tract described in a Deed to, New Green Highlands Development Limited, of Record in Official Record 28, Page 853, Recorder's Office, Delaware County, Ohio. Lot fee in the amount \$ 27.00.

Summerfield Village, Section 2, Phases 1, 2 & 3

Situated in the Township of Orange, Delaware County, State of Ohio, being part of United States Military Lands

Trotters Gait

Situated in Liberty Township, Delaware County, State of Ohio, Farm Lot 6, Section 3, Township 3, Range 19, United States Military Lands

Winding Creek Estates 3

Situated in Berlin Township, Delaware County, State of Ohio, Part of Farm Lots 5 & 8, Section 2, Township 4, Range 18, United States Military Lands

Olde State Farms, Section 1 – Ditch Maintenance Petition

We the undersigned owners of 35.337 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Olde State Farms, Section 1 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Olde State Farms, Section 1.

The cost of the drainage improvements is \$228,060.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fifty-five lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,146.55 per lot. An annual maintenance fee equal to 2% of this basis \$82.93 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,561.15 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Harvest Wind, Phase 6, Section 1 – Ditch Maintenance Petition

We the undersigned owners of 26.378 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Harvest Wind, Phase 6, Section 1 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Harvest Wind, Phase 6, Section 1.

The cost of the drainage improvements is \$156,357.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-eight lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,114.66 per lot. An annual maintenance fee equal to 2% of this basis \$82.29 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$3,127.14 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Woods of Dornoch, Section 2 – Ditch Maintenance Petition

We the undersigned owners of 3.060 acres in Delaware Township, Delaware County, Ohio propose to create a subdivision known as Woods of Dornoch, Section 2 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Woods of Dornoch, Section 2.

The cost of the drainage improvements is \$2,537.50 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Nine lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$281.94 per lot. An annual maintenance fee equal to 2% of this basis \$5.64 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$50.75 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Dornoch Estates, Section 3

We the undersigned owners of 11.983 acres in Delaware/Liberty Township, Delaware County, Ohio propose to create a subdivision known as Dornoch Estates, Section 3 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Dornoch Estates, Section 3.

The cost of the drainage improvements is \$66,299.85 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Forty-seven lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,410.64 per lot. An annual maintenance fee equal to 2% of this basis \$28.21 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The

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first year's assessment for all of the lots in the amount of \$1,325.87 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 01-63

IN THE MATTER OF ACCEPTING ROADS IN SELDOM SEEN ACRES, LIBERTY LAKES, SECTION 3, VILLAGES AT OAK CREEK, PHASE 10, PART A, HARVEST WIND, PHASE 4; ORCHARD LAKES, PHASE 3; AND SCIOTO RESERVE, SECTION 2, PHASE 1:

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

Seldom Seen Acres

- An addition of 0.29 mile to **County Road Number 609, Sawmill Parkway**

Liberty Lakes, Section 3

- An addition of 0.06 mile to **Township Road Number 694, Salisbury Drive Extension**

Villages at Oak Creek Phase 10, Part A

- An addition of 0.21 mile to **Township Road Number 700, Gladshire Boulevard**
- An addition of 0.06 mile to **Township Road Number 734, Royal Oak Drive**

Harvest Wind, Phase 4

- An addition of 0.07 mile to **Township Road Number 661, Fallgold Lane**
- An addition of 0.28 mile to **Township Road Number 688, Spring Run Drive**
- **Autumn Crest Court**, to be known as **Township Road Number 963**

Orchard Lakes, Phase 3

- An addition of 0.13 mile to **Township Road Number 718, Mount Royal Avenue**
- **Winesap Place**, to be known as **Township Road Number 964**
- **Burbank Place**, to be known as **Township Road Number 965**
- **Alberta Place**, to be known as **Township Road Number 966**

Scioto Reserve, Section 2, Phase 1

- **Glenmore Drive**, to be known as **Township Road Number 967**
- **Fairlane Drive**, to be known as **Township Road Number 968**
- **Willow Valley Drive**, to be known as **Township Road Number 969**

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

RESOLUTION NO. 01-64

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN SELDOM SEEN ACRES: LIBERTY LAKES, SECTION 3; VILLAGES AT OAK CREEK, PHASE 10, PART A; HARVEST WIND, PHASE 4; ORCHARD LAKES, PHASE 3 AND SCIOTO RESERVE, SECTION 2, PHASE 1:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize stop conditions at the following locations:

Seldom Seen Acres

- On County Road Number 609, Sawmill Parkway, at its intersection with Township Road Number 121, Seldom Seen Road

Liberty Lakes, Section 3

- On Township Road Number 694, Salisbury Drive, at its intersection with County Road Number 9, Liberty Road

Villages at Oak Creek, Phase 10, Part A

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- On north bound and south bound Township Road Number 700, Gladshire Boulevard at its intersection with Township Road Number 734, Royal Oak Drive

Harvest Wind, Phase 4

- On Township Road Number 661, Fallgold Lane, at its intersection with Township Road Number 688, Spring Run Drive
- On Township Road Number 963, Autumn Crest Court, at its intersection with Township Road Number 688, Spring Run Drive

Orchard Lakes, Phase 3

- On Township Road Number 964, Winesap Place, at its intersection with Township Road Number 718, Mount Royal Avenue
- On Township Road Number 965, Burbank Place, at its intersection with Township Road Number 718, Mount Royal Avenue
- On Township Road Number 966, Alberta Place, at its intersection with Township Road Number 718, Mount Royal Avenue

Scioto Reserve, Section 2, Phase 1

- On Township Road Number 967, Glenmore Drive, at its intersection with County Road Number 124, Home Road
- On Township Road Number 968, Fairlane Drive, at its intersection with Township Road Number 967, Glenmore Drive
- On Township Road Number 968, Willow Valley Drive, at its intersection with Township Road Number 967, Glenmore Drive

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

RESOLUTION NO. 01-65

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR HARVEST WIND, PHASE 6, SECTION 1; SCIOTO RESERVE, SECTION 4, PHASE 3; DORNOCH ESTATES, SECTION 3 AND WOODS OF DORNOCH, SECTION 2:

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

Harvest Wind, Phase 6, Section 1

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

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$105,500** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

Scioto Reserve, Section 4, Phase 3

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

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$26,272** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

Dornoch Estates, Section 3

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

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$27,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

Woods of Dornoch, Section 2

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

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$7,400** for the duration of the one-year maintenance period. A Letter of Credit in that amount is attached.

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

RESOLUTION NO. 01-66

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000164	Columbia Gas	Arbors at Cheshire	Install gas main
U010001	Columbia Gas	Highfield Drive	Install gas main
U010002	General Telephone	Mooney Road	Place telephone cable

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

RESOLUTION NO. 01-67

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WOLFGANG DOERSCHLAG ARCHITECTS & ENGINEER FOR THE MILLS ROAD BRIDGE REPLACEMENT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the contract:

AGREEMENT, made and entered into this 16TH day of January 2001 by and between the *Delaware County Commissioners*, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and *Wolfgang Doerschlag Architects & Engineers*, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the lump sum amounts of \$109,824.00 (“Basic Services Task”: \$105,285.00; “If Authorized Tasks”: \$4,539.00,) based on a Proposal for Engineering Services dated November 22, 2000, and Cost Proposal dated November 22, 2000 to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as Mills Road Bridge Replacement Project, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before September 1, 2001.

THE SECOND PARTY hereby agrees to hold *Delaware County* free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

RESOLUTION NO. 01-68

IN THE MATTER OF APPROVING AN AMENDMENT TO MATERIALS BID AWARD:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the amended bid award:

On January 8, 2001, your Board approved the Engineer office’s recommendations for award of materials bids for bids opened December 18, 2000. Since that time, the engineers have re-evaluated bids submitted for corrugated polyethylene tubing and pipe and, as the result, feel a non-exclusive bid award should be made to Cashman’s in lieu of the exclusive award as requested. The Engineer, therefore, request your approval to amend this award to be non-exclusive.

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

RESOLUTION 01-69

IN THE MATTER OF APPROVING A MAINTENANCE CONTRACT WITH MEDTRONIC PHYSIO CONTROL FOR PROVIDING TECHNICAL SERVICE SUPPORT TO THE EMERGENCY MEDICAL SERVICES LIFEPAK DEFIBRILLATOR’S.

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

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WHEREAS, the Delaware County Emergency Medical Service (EMS) Medic Units are equipped with Lifepak 10 defibrillator/monitor/pagemaker equipment, and

WHEREAS, maintaining this equipment in proper operating order is essential to the health of the citizens of Delaware County during cardiovascular emergencies, and

WHEREAS, Medtronic Physio Control has been our service provider for several years and continues to provide excellent customer support and service on our equipment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with Medtronic Physio Control for providing technical service support to EMS Lifepak 10 system equipment at a cost of \$9,480.00 annually.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 01-70

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN JOB AND FAMILY SERVICES AND WILMA SANDERS, CINDY HOWARD AND KINDERCARE LEARNING CENTER:

It was moved by Mrs. Martin, seconded Mr. Ward to approve the contract:

Wilma Sanders

This contract is entered into on January 1, 2001 between the Delaware County Department of Job & Family Services ("Department") and Wilma Sanders a PPI (Parent/Provider Inspected) Family Child Care Home ("Provider"), located at 6443 Baltursol Court, Westerville, OH 43082 telephone number is (614) 882-1938. . 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 January 1, 2001 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 (See Exhibit _____, if applicable).

Basic Rates:

\$1.25 per hour

- (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.

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- (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.
 - (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, 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.

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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.
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

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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.

Cindy Howard

This contract is entered into on January 1, 2001 between the Delaware County Department of Job & Family Services (“Department”) and Cindy Howard a certified Type B Family Child Care Home (“Provider”), located at 3619 CR 219 Marengo, Ohio 43334 telephone number is (740) 253-8308. . 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 January 1, 2001 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 (See Exhibit _____, if applicable).

Basic Rates:

(1) **Basic Rates (All rates are per hour)**

Infants	\$2.50
Toddlers	\$2.50
Preschoolers	\$2.50
Schoolage	\$2.50

- (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. 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.

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- (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.
 - (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, 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,

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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.

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.

KinderCare Learning Center

This contract is entered into on January 1, 2001 between the Delaware County Department of Job & Family Services ("Department") and KinderCare Learning Center a licensed child care center, ("Provider"), located at 96 Neverland Dr., Lewis center, Ohio 43035 telephone number is (740) 549-0264. 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

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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 January 1, 2001 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending December 31, 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 (See Exhibit _____, if applicable).

Basic Rates:

- (1) **Basic Rates (All rates are per hour)**

	Full Time: 5 or more hours	Part Time: (less than 5 hours)
Infants	\$27.60	\$18.60
Toddlers	\$24.60	\$16.40
Preschoolers	\$21.60	\$14.40
Schoolage	\$20.00	\$13.40

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

Registration Fees: \$25.00

- (5) **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

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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.

(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, 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

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

RESOLUTION NO. 01-71

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

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

Heather Roberts has accepted the position of Social Services Worker I; effective date of hire is January 29, 2001.

Mike Burnes has been terminated from his position as Paramedic for EMS; effective date of termination is January 1, 2001.

Stacey Montague has been promoted from part-time to full-time Paramedic for EMS; effective date of promotion is January 17, 2001.

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

RESOLUTION NO. 01-72

IN THE MATTER OF AUTHORIZING RELEASE OF ALL CLAIMS FOR PANHANDLE BRIDGE DAMAGE FROM MARCH 29, 1999, ACCIDENT:

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 16, 2001**

Whereas, Crawford & Company has agreed to provide a check payable to the Delaware County Commissioners in the amount of \$59,063.00 for damages sustained to Panhandle Bridge from an accident on March 29, 1999, and

Whereas, a release from any further claim has been provided for signature by Crawford & Company,

Therefore be it Resolved, Upon receipt of payment of \$59,063.00 from Crawford & Company and approval of this resolution the Delaware County Commissioners will sign the formal release provided by Crawford & Company.

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

RESOLUTION NO. 01-73

IN THE MATTER OF AUTHORIZING EXECUTION OF CONTRACT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize the execution of the following:

This contract is made this 16th day of January 2001, by and between Delaware County by the Delaware County Commissioners and Dan Curtis, the Contractor.

1. Delaware County requires the services of an Apiary Inspector for calendar year 2001.
2. Dan Curtis, contractor, agrees to provide the services and supplies necessary to perform the tasks as determined by the Commissioners including and limited to providing those services pertaining to apiary Inspections.
3. For the services performed by Dan Curtis, the Commissioners agree to pay him a stipend computed on a monthly basis in the amount of \$571.42, not to exceed \$4,000.00.
4. The relationship of the County and the County Commissioners to Dan Curtis, shall be that of an independent contractor and Mr. Curtis shall be responsible for all Federal, State and Local, and Social Security taxes and all insurance and all workers compensation obligations.
5. Either party may terminate this contract by providing the other party 60-day advance notice.
6. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed or amended except in writing signed by each of the parties.

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

RESOLUTION NO. 01-74

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE FOR CAST IN PLACE CONCRETE AND STRUCTURAL MASONRY WALLS; MASS EXCAVATION AND SHORING; AND SITE UTILITIES FOR THE COUNTY SERVICES BUILDING:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Thursday, February 8, 2001, at 10:00 AM.**

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners