

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 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

2:00 PM – Bid Opening for Proposals on the Construction of Medic Station 6 at Porter-Kingston

PUBLIC COMMENT

RESOLUTION NO. 01-298

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 299418 THROUGH 299686:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 299418 through 299686, and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P06689	Watson Furniture Systems	9-1-1 Dispatch console furniture	4814-4102	\$ 33,042.00
1B02879	ORR safety	Equipment required by Federal Law	3530-1650	\$ 6,100.00
		Freight	3530-2200	\$ 100.00
1P10500	City of Delaware	40% share for Municipal Judge, Clerk & Baliffs	3110-2361	\$ 133,270.76
<u>Vouchers</u>				
1B42992	Liberty Community Center	Childcare Services	4580-2080	\$ 26,211.50
1B42992	Today's Learning Child	Childcare services	4580-2080	\$ 6,284.40
1B42992	Toddler Inn	Childcare Services	4580-2080	\$ 16,538.51
1P06698	Emergitech	Software & Professional services	4810-4106	\$ 23,846.03
1B02727	AEP	Elect serv. To OECC pump station	3530-2600	\$ 49,389.28
1P03599	Reality Farms	Use of 64 acres for application of biosolids	3530-2700	\$ 8,000.00
1P10478	City of Delaware	Commercial fees for Administration Building	8612-4002	\$ 59,342.73
1B10479	Bovis Lend Lease, Inc.	Const. Mngr for Admin. Bldg.	8612-4011	\$ 94,041.34

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

RESOLUTION NO. 01-299

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Administrative Services is requesting that Rachel Stull attend the CLCCA Spring Meeting at Columbus on April 3, 2001, in the amount of \$35.00.

Juvenile Court is requesting that Nancy Prindle attend the “The Brain” Workshop at Columbus on April 20, 2001, in the amount of \$100.00.

Administrative Services is requesting that Rachel Stull attend the CCAO Workers Compensation Meeting at Columbus on April 6, 2001, at no cost.

Maintenance is requesting that Kevin Tobin and Scott Gaines attend the Boiler Operator’s Workshop at Columbus on April 5, 2001, in the amount of \$310.00.

Emergency Services is requesting that Larry Fisher and John Tracy attend the Midwest Intergovernmental Technology Conference at Columbus on April 10 through April 12, 2001, in the amount of \$358.00.

Emergency Services is requesting that Larry Fisher and Dave Cannon attend the Miami Valley Disaster Recovery Workshop at Dayton on May 9 through May 10, 2001, at no cost.

Juvenile Court is requesting that Laurie Scholz attend the Learning for Leadership in the Twenty-First Century Training at Cincinnati on April 20 through April 22, 2001, in the amount of \$500.00.

Buildings is requesting that Joe Scherler attend the International Association of Electrical Inspectors Seminar at Perrysburg on April 25 through April 27, 2001, in the amount of \$350.00.

Maintenance is requesting that Randy Ormeroid, Scott Gaines and Kevin Tobin attend the workshop on Variable Frequency Drive at Columbus on April 5, 2001, in the amount of \$675.00.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

Sanitary is requesting that Robert Sochor attend the Introduction to Visual Basic for ESRI Software an Internet Course for 6 weeks in the amount of \$100.00.

OECC is requesting that Karl Hough attend Ohio Rural Water Association at Columbus on April 10 through April 11, 2001, in the amount of \$70.00.

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

RESOLUTION NO. 01-300

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM RENNOB, INC., 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 Mrs. Martin to approve the following resolution.

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Rennob, Inc., has requested a new D-5 permit located on the east side Polaris Parkway, between Cameron Avenue and Powell Road, Columbus, Ohio 43240, and

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

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

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

RESOLUTION NO. 01-301

IN THE MATTER OF FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL THE LIQUOR LICENSE TRANSFER REQUEST OF AMERICAN GOLF CORPORATION, GOLF COURSE PATIO BALCONY AND CLUB HOUSE DUE TO A STOCKHOLDER ACQUISITION:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Harlem Township Trustees that a liquor license transfer of stock request for American Golf Corporation, Golf Course Patio Balcony and Club House at 3300 Miller Paul Road; and

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

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

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

RESOLUTION NO. 01-302

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:

It was moved Mr. Wuertz, seconded by Mrs. Martin to approve as follows:

**TRANSFER OF
APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0120-035 Gen Fund/Comm - Contingency	001-4010-040 Gen Fund/Map Room - Equip	\$ 2,495.00

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

RESOLUTION NO. 01-303

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR WOODS ON

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

SELDOM SEEN, PHASE III, SECTION 1:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the ditch maintenance petition:

Woods on Seldom Seen, Phase III, Section 1 –Ditch Maintenance Petition

We the undersigned owners of 30.270 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as Woods on Seldom Seen, Phase III, Section 1 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 on Seldom Seen, Phase III, Section 1 Plat subdivision.

The cost of the drainage improvements is \$156,962.00 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. Twenty-four 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, \$6,540.08 per lot. An annual maintenance fee equal to 2% of this basis \$130.80 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 \$3,139.20 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 Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-304

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U020035	Columbia Gas	Graphics Way/Orangepoint Drive	Install gas main
U010036	Ohio Edison	Thomas Road	Relocate pole
U010038	Columbia Gas	Tartan Fields Drive	Install gas main

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

RESOLUTION NO. 01-305

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT SUBMITTED BY KOKOSING CONSTRUCTION COMPANY FOR 2001 ROAD IMPROVEMENT PROGRAM:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept and award the bid and approve the following contract:

Whereas, Delaware County went out to bid and bids were taken on March 19, 2001, and

Whereas, after carefully reviewing the bids received, the bid submitted by Kokosing Construction Company has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Kokosing Construction Company in the amount of \$3,521,817.10 for the 2001 Road Improvement Program

CONTRACT

AGREEMENT, made and entered into this 26th day of March 2001, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

KOKOSING CONSTRUCTION COMPANY, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **THREE MILLION THIRTY-FOUR THOUSAND SEVEN HUNDRED ELEVEN DOLLARS AND NINE CENTS (\$3,034,711.09)** , based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2001 Road Improvement Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **July 20, 2001**.

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

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

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

RESOLUTION NO. 01-306

IN THE MATTER OF APPROVING CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND M. P. DORY COMPANY FOR MAINTENANCE OF TRAFFIC SIGNAL ON WORTHINGTON/AFRICA ROADS:

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

CONTRACT

AGREEMENT, made and entered into this 26th day of March 2001, by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and M.P. DORY COMPANY, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the lump sum and cost plus amounts not to exceed \$15,000, based on unit prices of as per attached contract provisions dated March 19, 2001, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Worthington and Africa Intersection Traffic Light Maintenance, Delaware County, Ohio**, in accordance with attached proposal; which are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of **COUNTY ENGINEER**. This agreement shall be for a period of one calendar year.

THE SECOND PARTY hereby agrees to hold the **COUNTY** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees. **COUNTY** reserves the right to terminate this contract at any time for convenience.

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

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

RESOLUTION NO. 01-307

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND CONSTRUCTION CONSULTING AND TESTING, INC. FOR ASPHALT TESTING FOR 2001:

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

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

CONTRACT

AGREEMENT, made and entered into this 26th day of March 2001, by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **CONSTRUCTION CONSULTING & TESTING, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum not to exceed \$50,000, based on the attached CCT Proposal dated March 20, 2001, to provide laboratory testing services for the Delaware County Engineer’s Office to be paid as herein specified, hereby agrees to furnish unto said **FIRST PARTY** all necessary material, labor and equipment required to complete testing for all projects that include asphalt concrete as pay items.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of **COUNTY ENGINEER**. Work is to be completed on or before December 31, 2001.

THE SECOND PARTY hereby agrees to hold the **COUNTY** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees. **COUNTY** reserves the right to terminate this contract at any time for convenience.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor’s payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the **COUNTY** during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 01-308

IN THE MATTER OF SETTING DATE AND TIME FOR COUNTY’S FY 2001 CDBG PROGRAM PUBLIC HEARING # 1:

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

Whereas, a public hearing will be held on **Monday, April 2, at 7:20 PM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the FY 2001 CDBG Program.

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

RESOLUTION 01-309

IN THE MATTER OF ACCEPTING THE UPDATE OF THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) AS PREPARED BY LEIGHTY & SNIDER, INC.:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following resolution:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG program for the purpose of addressing local housing needs throughout the county; and

WHEREAS, Delaware County anticipates applying for future CDBG program funding for the Delaware County CHIP; and

WHEREAS, to remain eligible for funding under the CDBG program for the CHIP, Delaware County is required to have an updated Community Housing Improvement Strategy (CHIS); and

WHEREAS, funding, in the amount of Five Thousand Dollars (\$5,000) has been provided to Delaware County through the FY00 CDBG Formula Program for updating the County’s CHIS; and

WHEREAS, Delaware County has contracted with Leighty & Snider, Inc. to update the Delaware County CHIS; and

WHEREAS, Leighty & Snider, Inc. have prepared and submitted the CHIS report as stipulated in the agreement

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

between Delaware County and Leighty & Snider, Inc. for CHIS consulting services.

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 Board of Commissioners accept the CHIS report prepared and submitted by Leighty & Snider, Inc. and that this report shall be considered the Delaware County CHIS for the years 2002 - 2004.

Section 2. That the Delaware County Board of Commissioners direct the Delaware County Economic Development Director to submit the CHIS report to the Ohio Department of Development.

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

RESOLUTION NO. 01-310

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jeffrey Bevan has accepted the position of part-time Paramedic for EMS; effective date of hire is May 9, 2001.

Mildred Cook job classification has changed from part-time temporary to part-time permanent Income Maintenance Worker III for Job and Family Services; effective date of change is March 27, 2001.

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

RESOLUTION NO. 01-311

IN THE MATTER OF TERMINATING THE STATE OF EMERGENCY IN DELAWARE COUNTY THAT WAS DECLARED IN THE HARLEM TOWNSHIP AREA IN SEPTEMBER 2000:

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

WHEREAS, the Delaware County Board of Commissioners declared a State of Emergency in Delaware County for the Harlem Township area due to an F3 tornado touchdown with resulting damage and interruption of public services, and

WHEREAS, the emergency conditions that resulted from this natural disaster no long exist;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners declares the State of Emergency for this disaster to be over and that the county and township have returned to normal operations.

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 Aye

RESOLUTION NO. 01-312

IN THE MATTER OF APPROVING AN ARCHITECTURAL FIRM FOR THE DESIGN OF A PROTOTYPE EMERGENCY MEDICAL SERVICES FACILITY:

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

WHEREAS, the Delaware County Board of Commissioners desires to construct additional Emergency Medical Services facilities to house Medic Units in the southeast and western areas of Delaware County, and

WHEREAS, these facilities and units would provide the county a faster response time for emergency medical incidents in those areas, and

WHEREAS, qualification applications and interviews with those candidates interested in designing a facility for the county have been reviewed and discussed by a selection committee, and

WHEREAS, the selection committee recommends Meacham and Apel Architects Inc. as the firm of choice for the design of the new prototype;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the recommendation for Meacham and Apel Architects Inc. as the firm selected to design a new EMS prototype facility.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-313

IN THE MATTER OF APPROVING CONTRACT AND PURCHASE OF REAL ESTATE PROPERTY IN THE VICINITY OF 6556 MARYSVILLE ROAD FOR THE PURPOSE OF CONSTRUCTING AN EMERGENCY MEDICAL SERVICES MEDIC STATION.

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

WHEREAS, the Delaware County Board of Commissioners desire to improve Emergency Medical Services (EMS) response to medical emergencies in the western portion of the county, and

WHEREAS, the county initiated Medic 8 as a 24-hour operational unit for the western side of the county, and

WHEREAS, a facility is needed for staging the medic to conduct 24-hour operations;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the purchase of 5.018 acres real estate property in the vicinity of 6556 Marysville Road for the purpose of constructing a new EMS medic station at a cost of \$74,266.40.

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.

CONTRACT FOR THE SALE OF REAL ESTATE

Mr. Jefferey Newhouse, a single man, of 6556 Marysville Road, Ostrander, OH. 43061 (hereinafter referred to as "Seller"), grant to the Delaware County Commissioners, 101 N. Sandusky St., Delaware, Ohio, 43015, (hereinafter referred to as "Purchaser"), the sole and exclusive right to purchase certain real property situated near 6556 Marysville Road in Scioto Township, Delaware County, Ohio. Said real estate shall hereinafter be referred to as "the Property."

Seller and Purchaser hereby agree as follows:

1. The Seller agrees to sell and the Purchaser agrees to purchase five point zero one eight (5.018) acres of land which is that portion of the 25.26 acres known as Parcel Identification Number 40010001113000 and is part of the real estate identified on Exhibit A, which larger tract shall hereinafter be referred to as "parent tract". The five point zero one eight (5.018) acres shall be out tract with the east line of this tract being the east line of the parent tract. Seller agrees to convey up to 300 feet of road frontage along U.S. Route 36 to buyer with the depth being sufficient to equal five point zero one eight (5.018) acres. If the five point zero one eight (5.018) acres depth exceeds approximately 435.08 feet, then the five point zero one eight (5.018) acres east line shall jog to the east so that the five point zero one eight (5.018) acres east line at all times follows the parent tract's east line. At all times, the five point zero one eight (5.018) acres west line will be one straight line without any job. The Buyer shall decide the amount of road frontage, but not to exceed 300 feet. This contract shall be contingent upon buyer being satisfied within 21 days of the acceptance date of this contract with the land's soil types, building and vehicular access design requirements for buyer's project, and sanitary sewer requirements for t to buyer's satisfaction, buyer may terminate this contract by notifying seller in writing within the above stated time period and this contract shall be null and void. Failure of buyer to so deliver written notice within such time period shall constitute a waiver of buyer's right to terminate pursuant to this provision. If buyer terminates this contract as provided in this paragraph, seller shall immediately return the deposit to buyer.
2. The Purchaser shall pay seventy-four thousand, two hundred sixty-six and forty one-hundredths dollars (\$74,266.40) for the property (fourteen thousand eight hundred dollars per acre). Five hundred dollars (\$500.00) shall be payable at the time of formal acceptance of this Contract by the Purchaser, with the balance paid at the time of closing.
3. The Duration of this Offer shall be thirty (30) days, and shall extend until 12:00 o'clock noon on 30th day of March, 2001.
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be set within thirty (30) days from the date of the exercise of this Contract by the Purchaser, or at such other date as may be agreed upon in writing by the Parties.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

5. At closing and upon the receipt of said purchase, the Seller shall do the following:
 - (a) Convey Marketable title to the Property to the Purchaser by General Warranty Deed, in fee simple, free and clear and unencumbered except for easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
 - (b) Pay any and all real estate taxes presently due.
 - (c) Pro-rate real estate taxes for the year 2001 based upon the latest available Auditor's Duplicate.
 - (d) Pay all closing costs, except for the cost of the title examination, title insurance commitment, and the cost of the title insurance that shall be paid by the Purchaser.
6. Purchaser shall pay for soil samples and a survey of the Property after the final acreage is agreed upon by Purchaser and Seller.
7. The Purchaser agrees to allow the Seller to harvest any existing crops currently planted on described Property before or after the closing date of this Contract. However, if beyond the Purchaser's control, the need to occupy or conduct operations from the Property becomes necessary, the Purchaser agrees to pay the Seller for the then-market value of any damaged crops.
8. Seller shall deliver possession and occupancy of the Property to the Purchaser on day of closing. Seller shall have until day of possession to remove any items from the property. Seller shall hold purchaser harmless for injury sustained by seller and/or his family members or agents sustained after the date of closing.
9. Risk of loss to the Property from fire or other casualty shall be borne by the Seller until the Closing.
10. Time is expressly declared to be of the essence in this Contract, unless the Parties otherwise agree in writing.
11. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U.S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To the Purchaser:	Delaware County Commissioners 101 N. Sandusky Street Delaware, Ohio 43015
To the Seller:	Mr. Jeffrey Newhouse 6556 Marysville Road Ostrander, OH 43061
12. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
13. Parties agree that this Contract shall survive the delivery of the Deed.
14. Seller hereby discloses to purchaser an old septic tank that is probably buried on the five point zero one eight (5.018) acres. Seller will not be removing the septic tank.

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

RESOLUTION NO. 01-314

IN THE MATTER OF APPROVING THE AMENDMENTS TO THE CONTRACTS BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND PAULA SMITH; CHILDREN'S WORLD LEARNING CENTER CHARRING CROSS; CHILDREN'S WORLD LEARNING CENTER; CHILDREN'S WORLD LEARNING CENTER #614; CHILDREN'S LEARNING CENTER #720 SNOUFFER; CHILDREN'S WORLD LEARNING CENTER; CHILDREN'S WORLD LEARNING CENTER WORTHINGTON WOODS AND CHILDREN'S WORLD LEARNING CENTER #492 FOR CHILDCARE:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the amendment to the childcare contract:

Paula Smith

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective April 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Paula Smith entered into on the 1th day of July,

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

2000.

SITE: 3376 Groll Road, Waldo, Ohio 43356

- I. Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a
- II. Article 3. Contract Services: No change.
- III. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$1.85	to	\$2.30	Infant
	\$1.85	to	\$2.30	Toddler
	\$1.85	to	\$2.30	Pre School
	\$1.85	to	\$2.30	Schoolage

to reflect the provider’s usual and customary fee to private customers or the local market rate, whichever is lower.

Children’s World Learning Center Charring Cross

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective February 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Center Charring Cross entered into on the 1th day of July, 2000.

SITE: Children’s World Learning Center Charring Cross

- IV. Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a
- V. Article 3. Contract Services: No change.
- VI. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$28.40	to	\$30.40	Infant
	\$24.00	to	\$26.20	Toddler
	\$21.20	to	\$22.80	Pre School
	\$19.60	to	\$20.60	Schoolage
Adjusts the part time unit rate from	\$19.00	to	\$20.40	Infant
	\$16.00	to	\$17.60	Toddler
	\$14.20	to	\$15.20	Pre School
	\$13.00	to	\$13.80	Schoolage

to reflect the provider’s usual and customary fee to private customers or the local market rate, whichever is lower.

Children’s World Learning Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective February 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Center entered into on the 1th day of July, 2000.

SITE: Children’s World Learning Center , 401 Park road, Worthington, Ohio 43085

- VII. Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a
- VIII. Article 3. Contract Services: No change.
- IX. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$28.40	to	\$30.40	Infant
	\$24.00	to	\$26.20	Toddler
	\$21.20	to	\$22.80	Pre School
	\$19.60	to	\$20.60	Schoolage
Adjusts the part time unit rate from	\$19.00	to	\$20.40	Infant
	\$16.00	to	\$17.60	Toddler
	\$14.20	to	\$15.20	Pre School
	\$13.00	to	\$13.80	Schoolage

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

to reflect the provider's usual and customary fee to private customers or the local market rate, whichever is lower.

Children's World Learning Center #614

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective February 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Children's World Learning Center #614 entered into on the 1th day of July, 2000.

SITE: Children's World Learning Center #614, 10655 Sawmill Parkway, Powell, Ohio 43065

X. Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a

XI. Article 3. Contract Services: No change.

XII. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from

\$22.40	to	\$24.60	Toddler
\$20.00	to	\$21.60	Pre School
\$19.00	to	\$20.00	Schoolage

Adjusts the part time unit rate from

\$15.00	to	\$16.40	Toddler
\$13.40	to	\$14.40	Pre School
\$12.60	to	\$13.40	Schoolage
\$ 9.20	to	\$10.00	After School
\$14.80	to	\$15.60	Before & After School

to reflect the provider's usual and customary fee to private customers or the local market rate, whichever is lower.

Children's World Learning Center #720, 3480 Snouffer Rd., Worthington, Ohio 43235

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective February 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Children's World Learning Center #720 Snouffer entered into on the 1th day of July, 2000.

SITE: Children's World Learning Center #720, 3480 Snouffer Rd., Worthington, Ohio 43235

XIII. Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a

XIV. Article 3. Contract Services: No change.

XV. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from

\$28.40	to	\$30.40	Infant
\$24.00	to	\$26.20	Toddler
\$21.20	to	\$22.80	Pre School
\$19.60	to	\$20.60	Schoolage

Adjusts the part time unit rate from

\$19.00	to	\$20.40	Infant
\$16.00	to	\$17.60	Toddler
\$14.20	to	\$15.20	Pre School
\$13.00	to	\$13.80	Schoolage
\$ 9.80	to	\$10.40	Before School
\$12.20	to	\$13.00	After School
\$13.80	to	\$14.60	Before & After School

to reflect the provider's usual and customary fee to private customers or the local market rate, whichever is lower.

Children's World Learning Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

AMENDMENT NO. 1

This amendment, effective February 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Center entered into on the 1th day of July, 2000.

SITE: Children’s World Learning Center , 1231 S. Sunbury Rd., Westerville, Ohio 43081

XVI. Article 2. Contract Period: Changes the termination date of the contract from _____ n/a _____ to _____ n/a _____.

XVII. Article 3. Contract Services: No change.

XVIII. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$28.40	to	\$30.40	Infant
	\$24.00	to	\$26.20	Toddler
	\$21.20	to	\$22.80	Pre School
	\$19.60	to	\$20.60	Schoolage
Adjusts the part time unit rate from	\$19.00	to	\$20.40	Infant
	\$16.00	to	\$17.60	Toddler
	\$14.20	to	\$15.20	Pre School
	\$13.00	to	\$13.80	Schoolage
	\$11.20	to	\$12.00	Before School
	\$13.00	to	\$13.80	After School
	\$14.80	to	\$15.60	Before & After School

to reflect the provider’s usual and customary fee to private customers or the local market rate, whichever is lower.

Children’s World Learning Center Worthington Woods

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective February 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Center Worthington Woods entered into on the 1th day of July, 2000.

SITE: Children’s World Learning Center, 600 Worthington Woods Blvd., Worthington, Ohio

XIX. Article 2. Contract Period: Changes the termination date of the contract from _____ n/a _____ to _____ n/a _____.

XX. Article 3. Contract Services: No change.

XXI. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$28.40	to	\$30.40	Infant
	\$24.00	to	\$26.20	Toddler
	\$21.20	to	\$22.80	Pre School
	\$19.60	to	\$20.60	Schoolage
Adjusts the part time unit rate from	\$19.00	to	\$20.40	Infant
	\$16.00	to	\$17.60	Toddler
	\$14.20	to	\$15.20	Pre School
	\$13.00	to	\$13.80	Schoolage

to reflect the provider’s usual and customary fee to private customers or the local market rate, whichever is lower.

Children’s World Learning Center #492

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective February 1, 2001, is to amend the Purchase of ChildCare Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Center #492 entered into on the 1th day of July, 2000.

SITE: Children’s World Learning Center, 72 Westview Drive, Westerville, Ohio 43081

XXII. Article 2. Contract Period: Changes the termination date of the contract from _____ n/a _____ to _____ n/a _____.

XXIII. Article 3. Contract Services: No change.

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

XXIV. Article 4. Cost and Delivery of Purchased Services:

Adjusts the full time unit rate from	\$28.40	to	\$30.40	Infant
	\$24.00	to	\$26.20	Toddler
	\$21.20	to	\$22.80	Pre School
	\$19.60	to	\$20.60	Schoolage
 Adjusts the part time unit rate from	 \$19.00	 to	 \$20.40	 Infant
	\$16.00	to	\$17.60	Toddler
	\$14.20	to	\$15.20	Pre School
	\$13.00	to	\$13.80	Schoolage
	\$11.00	to	\$11.00	Before School
	\$13.00	to	\$13.60	After School
	\$14.80	to	\$15.60	Before & After School

to reflect the provider's usual and customary fee to private customers or the local market rate, whichever is lower.

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

RESOLUTION NO. 01-315

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND MILDRED PACE AND TYVETTE JONES FOR CHILDCARE:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the contract for childcare:

	Contract Period	Basic Rates are Per Day	Adjustments to Basic Rates
Mildred Pace	March 5, 2001- June 30, 2001		
3276 Earncliff Drive			
Columbus, Ohio			
Activity Fees			\$5.00 per month all ages
Full Time (5 or More hours a day)			Part Time (5 or less hours a day)
Infants		\$22.80	\$15.20
Toddlers		\$22.00	\$15.00
Preschool		\$19.60	\$13.10
Schoolage		\$18.00	\$12.00
Tyvette Jones	March 5, 2001- June 30, 2001		
2933 E. 6th			
Columbus, Ohio			
Infants		\$22.80	\$15.20
Toddlers		\$21.00	\$15.00
Preschool		\$19.00	\$13.10
Schoolage		\$17.00	\$12.00
Registration Fees			\$15.00

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

RESOLUTION NO. 01-316

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND DELAWARE COUNTY PROCESS SERVERS:

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

This agreement made and entered into on the 25th day of January, 1999, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the "CSEA" and **Delaware County Process Servers**, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement

- Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support

- 3. **Contract Period:** This agreement will be effective from March 1, 2001, through September 30, 2001, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
- 4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	Amount	Source	
Nonfederal Matching Funds	\$ 4,843.00	Delaware	33 1/3%
Federal Matching Funds	\$ 9,657.00	Federal	66 2/3%
Total	\$14,500.00	Combined	100%

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

- 5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 75.00 per 3 attempts of service
.30 per mile, outside of Delaware

- 6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.
- 7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a N-D application form.
- 8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
- 9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
- 10. **Termination:**

(A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. **Independent Contractors:** Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. **Duplicate Billing:** Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. **Availability and Retention of Records:** Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. **Confidentiality: Provider** agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. **Indemnity and Insurance:** (when applicable)
 - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
 - (B) Insurance: 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 could cause injury or death.
20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

- 21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
- 22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
- 23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the OJFS in the manner required by OJFS rules.

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

RESOLUTION NO. 01-317

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDERS AGREEMENTS FOR WEDGEWOOD PARK; SLANE RIDGE AND WALKER WOOD, SECTION 14:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following Sanitary Subdivider’s Agreements:

Wedgewood Park

This agreement executed on this 26th day of March 2001, by and between Davidson Philips, Inc. SUBDIVIDER, as evidenced by the WEDGEWOOD PARK Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$447,751.12, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$1,916.86 for each single family residential connection, for 92 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$256,777.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the Subdivider, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$18,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, as built@ drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5@ or 5.25@ Diskettes in either Autocade DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Slane Ridge

This agreement executed on this 26th day of March 2001, by and between Slane Company Subdivider, as evidenced by the SLANE RIDGE Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$57,290.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for 17 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$43,590.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the Subdivider, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,500.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, as built drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5@ or 5.25@

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

Diskettes in either Autocade DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER' S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Walker Wood, Section 14

This agreement executed on this 26th day of March 2001, by and between Planned Communities subdivider, as evidenced by the WALKER WOOD, SECTION 14 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$100,300.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 34 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$73,936.50) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for mall claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the Subdivider, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,175.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, as built drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5" or 5.25" Diskettes in either Autocade DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER' s heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001**

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

4.1 The bid Documents shall form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein. This contract shall embody the entire understanding of the parties.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

JUDGE SHAW

2:00 PM – Bid Opening for Proposals on the Construction of Medic Station 6 at Porter-Kingston

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

Bid Tabulation									
Bid Package # 1 - General Trades									
Estimated Package Value			\$	194,631					
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under	Alternate #G1 - Paving	Alternate #G2 - Concrete Apron	Alternate #G3 - Communication Tower	Alternate #G4 - Dumpster Enclosure	BASE BID + ALTERNATES
Robertson Construction	X	X	\$ 228,000	\$ (33,369)	\$ 30,050	\$ 24,200	\$ 63,000	\$ 8,300	\$ 353,550
Wayne Builders	X	X	\$ 214,000	\$ (19,369)	\$ 23,000	\$ 26,000	\$ 94,000	\$ 2,400	\$ 359,400
Gutknecht Construction	X	X	\$ 229,000	\$ (34,369)	\$ 33,000	\$ 34,000	\$ 112,000	\$ 5,500	\$ 413,500
Cody Zeigler	X	X	\$ 207,000	\$ (12,369)	\$ 24,700	\$ 22,700	\$ 147,000	\$ 14,700	\$ 416,100
Countryside Construction	X	X	\$ 243,054	\$ (48,423)	\$ 20,840	\$ 25,550	\$ 125,499	\$ 5,290	\$ 420,233
Greater Columbus Construction	X	X	\$ 234,900	\$ (40,269)	\$ 26,000	\$ 31,000	\$ 145,600	\$ 5,500	\$ 443,000
Righter Construction	X	X	\$ 262,900	\$ (68,269)	\$ 38,600	\$ 27,400	\$ 118,000	\$ 9,300	\$ 456,200
J & M Bennett	X	X	\$ 279,800	\$ (85,169)	\$ 25,400	\$ 21,300	\$ 153,400	\$ 7,100	\$ 487,000
<i>Average</i>			\$ 237,332	\$ (42,701)	\$ 27,699	\$ 26,519	\$ 119,812	\$ 7,261	

Bid Package # 2 - Plumbing				
Estimated Package Value			\$	59,927
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under
Rhodes Heating & Air	X	X	\$ 48,800	\$ 11,127
Aggressive	X	X	\$ 49,000	\$ 10,927
Gateway Mechanical	X	X	\$ 75,000	\$ (15,073)
<i>Average</i>			\$ 57,600	\$ 2,327

Bid Package # 3 - HVAC				
Estimated Package Value			\$	49,876
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under
Comfort Express	X	X	\$ 15,975	\$ 33,901
Martina Metals	X	X	\$ 22,248	\$ 27,628
Gateway Mechanical	X	X	\$ 25,800	\$ 24,076
Rhodes Heating & Air	X	X	\$ 32,200	\$ 17,676
Air Experts	X	X	\$ 38,682	\$ 11,194
<i>Average</i>			\$ 26,981	\$ 22,895

Bid Package # 4 - Electric				
Estimated Package Value			\$	64,927
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under
MidState Electric	X	X	\$ 52,600	\$ 12,327
Fetter Electric	X	X	\$ 54,780	\$ 10,147
Owens Electric	X	X	\$ 54,975	\$ 9,952
MG Abbott	X		\$ 55,295	\$ 9,632
Brush Contractors	X	X	\$ 63,000	\$ 1,927
<i>Average</i>			\$ 56,130	\$ 8,797

Bid Package # 11				
Combined Bid - General Trades & Plumbing				
Estimated Package Value			\$	254,558
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under
Gutknecht Construction	X	X	\$ 282,000	\$ 27,442
<i>Average</i>			\$ 282,000	\$ (219,308)

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2001

Bid Package # 12							
Combined Bid - General Trades, Plumbing & HVAC							
Estimated Package Value			\$ 304,434				
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under			
Gutknecht Construction	X	X	\$ 304,000	\$ (434)			
<i>Average</i>			\$ 304,000	\$ (266,434)			
Bid Package # 13							
Combined Bid Package - General Trades, Plumbing, HVAC & Electric							
Estimated Package Value		\$ 369,361					
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under			
Gutknecht Construction	X	X	\$ 369,000	\$ (361)			
Righter Construction	X	X	\$ 387,900	\$ 18,539			
Countryside Construction	X	X	\$ 393,524	\$ 24,163			
<i>Average</i>			\$ 383,475	\$ (225,558)			
Bid Package # 14							
Combined Bid Package - Plumbing & HVAC							
Estimated Package Value			\$ 109,803				
Bidder	Bid Bond	Addendum 1	Base Bid	Variance from Estimate (Over)/Under			
Gateway	X	X	\$ 94,000	\$ (15,803)			
<i>Average</i>			\$ 94,000	\$ (98,053)			
Bid Package # 15							
Combined Bid Package - Plumbing & Electric							
Estimated Package Value		\$ 124,854					
No Bids							
Bid Package # 16							
Combined Bid Package - Plumbing, HVAC & Electric							
Estimated Package Value		\$ 174,730					
No Bids							

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners