

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 3, 2002

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

PUBLIC COMMENT – Mr. Cannon asked for an Executive Session at the end of session

RESOLUTION NO. 02-1

IN THE MATTER OF APPOINTING FOR YEAR 2002 THE CLERK AND DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to appoint Letha George, Clerk, Jennifer Walraven and Dottie Brown, Deputy Clerks to the Board of Commissioners for the year 2002.

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

RESOLUTION NO. 02-2

IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2002:

It was moved by Mrs. Martin, seconded by Mr. Wuertz 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 the scheduled time 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 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 Mr. Ward Aye Mr. Wuertz Aye Mrs. Martin Aye

RESOLUTION NO. 02-3

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD DECEMBER 13 AND DECEMBER 17, 2001:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to dispense with the reading of the minutes and resolutions of the regular meetings held December 13 and December 17, 2001 and to approve resolutions and minutes as submitted.

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

RESOLUTION NO. 02-4

IN THE MATTER OF APPROVING VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 325877 THROUGH 325914:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered 325877 through 325914 and Vouchers as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<u>Vouchers</u>				
1P11002	Mike Weant	Compensation Management Systems Update	0180-2005	\$ 14,790.00

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

RESOLUTION NO. 02-5

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR
CONSIDERATION OF A DITCH PETITION FILED BY MARCUS FISHER AND OTHERS:

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

WHEREAS, on this 5th day of December 2001, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Marcus Fisher and other petitioners, to:

Improve and maintain surface and subsurface drainage for the Smith # 198 Main and Laterals # 1 and # 2 to a good and sufficient outlet

Commencing in Berkshire and Kingston Townships, East of the I-71 right of way and generally following the existing path of the above specified improvements to good and sufficient outlet for both surface and subsurface drainage.

Repair and or replacement of subsurface drainage mains and also remove sediment brush, trees and any other obstructions from the path of the surface drainage, to a good and sufficient outlet.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **4th day of March, 2002, at 1:30 PM** commencing across from 7350 Berkshire Road on the north side of the road, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **25th day of March , 2002, at 7:30 P.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 02 -6

IN THE MATTER OF CORRECTING TODAY’S RESOLUTION NUMBERS READ IN AS “01” TO
REFLECT THE CORRECT “02” NUMBERS:

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

- Resolution 01-1557 To 02-1
- Resolution 01-1558 To 02-2
- Resolution 01-1559 To 02-3
- Resolution 01-1560 To 02-4
- Resolution 01-1561 To 02-5

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

RESOLUTION NO. 02 -7

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer Department is requesting that Chris Bauserman attend various NACE, NACO, and ARRA conferences throughout 2002 in the amount of \$6,500.00.

The Engineer Department is requesting that employees of the County Engineer’s office attend various observations of the steel fabrication process to be used for the Home Road Bridge Project in the amount of \$8,000.00.

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

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RESOLUTION NO. 02-8

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BURGESS & NIPLE, LIMITED FOR ENGINEERING CONSTRUCTION AND INSPECTION SERVICES FOR THE PROJECT KNOW AS HOME ROAD BRIDGE REPLACEMENT PROJECT:

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

CONTRACT

AGREEMENT, made and entered into this 3rd day of January, 2002 by and between the Delaware County Commissioners, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and Burgess & Niple, Limited., hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of payroll cost times a multiplier plus reimbursable expenses, with a maximum not to exceed a total cost of **\$481,865.00**, based on a Proposal for Engineering Construction and Inspection Services dated November 9, 2001, and Cost Proposal of the same date, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional construction management and inspection services including review of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as Home 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. Contract shall be terminated at the time of final acceptance of constructed bridge and mutually agreed upon by both First and Second Parties.

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 policies of the insurance.

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

RESOLUTION NO. 02-9

IN THE MATTER OF RESCINDING AUTHORIZATION OF THE USE OF DELAWARE COUNTY REVOLVING LOAN FUND (RLF) FUNDS FOR THE MIDWEST ACOUST-A-FIBER, INC. MACHINERY & EQUIPMENT ACQUISITION PROJECT:

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

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

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

WHEREAS, the County's RLF Loan Review Committee has reviewed the application and supporting documentation for the Midwest Acoust-A-Fiber, Inc. Machinery & Equipment Acquisition Project and has recommended RLF participation in same; and

WHEREAS, the Delaware County Commissioners adopted Resolution 01-700 on July 2, 2001 authorizing an RLF loan in the amount of \$280,000 for said Machinery & Equipment Acquisition Project; and

WHEREAS, Midwest Acoust-A-Fiber informed Delaware County on December 10, 2001 that it is not proceeding at this time with said Machinery & Equipment Acquisition Project.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners do hereby rescind Resolution 01-700.

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

RESOLUTION NO. 02-10

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A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND TO ASSIST THE DELAWARE COUNTY HABITAT FOR HUMANITY WITH INFRASTRUCTURE COST ASSOCIATED WITH THE PROPOSED WILDER STREET DEVELOPMENT IN THE CITY OF DELAWARE:

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, assistance to provide roadway, water and sewer infrastructure for a proposed 16 lot single family residential development, to be developed by Delaware County Habitat for Humanity, to provide owner-occupied private housing opportunities for eligible low-moderate income households, is considered a National Objective under the CDBG Program.

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 authorize the use of the Delaware County Revolving Loan fund in an amount not to exceed \$150,000 to assist the Delaware County Habitat For Humanity (DCHFH) with the cost of constructing roadway, water, and sewer infrastructure for DCHFH’s proposed 16 lot development on Wilder Street in the City of Delaware.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 02-11

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chad Richardson has accepted the position of employment services counselor with The Department of Job And Family Services; effective date January 8, 2002

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

RESOLUTION NO. 02-12

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS PHYLLIS WILSON AND REBECCA DOSS:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
		Rates per Hour		
Phyllis Wilson 6169 Dublin Road Delaware, Ohio 43015	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		
Rebecca Doss 88 Cottonwood Drive Marysville, Ohio 43040	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.20 \$ 2.20 \$ 2.00 \$ 2.00		

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

RESOLUTION NO. 02-13

IN THE MATTER OF APPROVING THE PURCHASE OF SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY JUVENILE COURT:

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

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE COUNTY JUVENILE COURT

This Contract is made and entered into on the 1st day of December, 2001 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE COUNTY JUVENILE COURT, hereinafter referred to as "Juvenile Court".

- PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and Juvenile Court for the implementation of TANF Child Welfare/Juvenile Diversion Services. Services being provided are detailed in the attached Proposal dated November 6, 2001.
- AGREEMENT PERIOD:** This Contract will be effective from December 1, 2001 through June 31, 2002, inclusive, unless otherwise terminated.
- LIMITATION OF SOURCE OF FUNDS:** Juvenile Court warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
- FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse Juvenile Court for actual costs for services outlined in the Proposal. Said reimbursement shall not exceed \$43,000. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the TANF Child Welfare/Juvenile Diversion Program.

Juvenile Court agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. Juvenile Court will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 15 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).
- INFORMATION REQUIREMENTS:** Juvenile Court must provide the DCDJFS with the appropriate information necessary to support the county's state and federal TANF Child Welfare/Juvenile Diversion Program administrative requirements. Juvenile Court will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide Juvenile Court with necessary information regarding participants.
- SERVICE DELIVERY RECORDS:** Juvenile Court shall maintain records of services provided to TANF Child Welfare/Juvenile Diversion eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
- DUPLICATE BILLING/OVERPAYMENT:** Juvenile Court warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Juvenile Court to other sources of funds for the same service. In the case of overpayments, Juvenile Court agrees to repay the DCDJFS the amount entitled.
- FINANCIAL RECORDS:** Juvenile Court 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 Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
- AVAILABILITY AND RETENTION OF RECORDS:** Juvenile Court shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or

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will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, Juvenile Court shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

10. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** Juvenile Court agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the Juvenile Court is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of Juvenile Court.
11. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** Juvenile Court agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

Juvenile Court agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
12. Juvenile Court agrees to maintain compliance with state, federal and local regulations which govern the services provided under the TANF Child Welfare/Juvenile Diversion Program. Juvenile Court is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
13. **SAFEGUARDING OF CLIENT:** Juvenile Court and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or Juvenile Court responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
14. **CIVIL RIGHTS:** DCDJFS and Juvenile Court agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Juvenile Court will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
15. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to TANF Child Welfare/Juvenile Diversion participants appeal and state hearings in accordance with State Regulations. Juvenile Court and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
16. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
17. **RESPONSIBILITIES OF DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the TANF Child Welfare/Juvenile Diversion Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the TANF Child Welfare/Juvenile Diversion Funds.
18. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with Delaware County Juvenile Court and approved by ODJFS.
19. **MONITORING AND EVALUATION:** DCDJFS and Juvenile Court will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.
20. **TERMINATION:** This Contract shall terminate automatically if the Juvenile Court fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10)

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days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.

- 21. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following. The quality or extent of purchased services furnished by Juvenile Court has been reduced or improved. The maximum unit rate has varied significantly from actual cost. Juvenile Court fails to meet the necessary state and federal licensing requirements.
- 22. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
- 23. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
- 24. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** Juvenile Court agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
- 25. **DRUG-FREE WORKPLACE:** Juvenile Court certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

RESOLUTION NO. 02-14

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND KASTRA PAINTING INC. FOR THE NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

Kastra Painting, Inc.
1400 Cottonwood
Lewis Center, Ohio 43035

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

Bid Package Eighteen – PAINTING
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Sixty-four Thousand, Eight Hundred Sixty dollars (\$64,860), based upon the Bid Form, dated May 11, 2001 submitted by the Contractor.

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\$64,860 Base Bid
no alternates awarded
Total Contract Amount \$64,860

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before
Substantial Completion for all Bid Package Contracts 3/6/2002
Completion of all Architects Prepared Punch list Items 4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 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 on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 Bid 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 This Contract shall embody the entire understanding of the parties and 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, and made a part hereof.
- 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, 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

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- the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and 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. Wuertz Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-15

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 02-16

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session at 12:15PM.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners