

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 31, 2005

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

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

1:30 PM Viewing For Consideration Of A Ditch Petition Filed By Jamie Stabl And Others For The Parkshore Sections 1-2-4 Subdivision Ditch Maintenance Project

PUBLIC COMMENT

-Commissioner Ward commented on the Iraq Elections (Refer to the CD of the Official Minutes for complete comments).

PRESENTATION COUNCIL FOR OLDER ADULTS

- Refer to the CD of the Official Minutes for complete presentation and comments.

RESOLUTION NO. 05-105

A RESOLUTION DECLARING THE NECESSITY OF SUBMITTING TO THE ELECTORS OF DELAWARE COUNTY, OHIO THE QUESTION OF ISSUING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$12,000,000 FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, FURNISHING AND OTHERWISE IMPROVING A COUNTY BUILDING TO PROVIDE FACILITIES FOR SENIOR CITIZENS SERVICES AND ACQUIRING RELATED REAL ESTATE AND INTERESTS THEREIN, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO:

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

BE IT RESOLVED by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1. It is hereby declared to be necessary to issue general obligation bonds of this County in the aggregate principal amount of \$12,000,000 for the purpose of constructing, equipping, furnishing and otherwise improving a county building to provide facilities for senior citizens services and acquiring related real estate and interests therein, together with all necessary appurtenances thereto (the “Bonds”), and to levy a tax outside of the limitation imposed by Section 2 of Article XII of the Ohio Constitution to pay the debt charges on the Bonds and any anticipatory securities. Pursuant to Section 133.18 of the Revised Code, the question of the issuance of the Bonds and the levy of that tax shall be submitted to the electors of this County at an election to be held in the County on May 3, 2005. The approximate date of the Bonds will be July 1, 2005. The maximum number of years over which the principal of the Bonds may be paid is twenty (20), and the Bonds will bear interest at a rate now estimated at 5.50% per year, payable semiannually.

Section 2. The Clerk of this Board is directed to certify a copy of this Resolution to the County Auditor of Delaware County for the certification of the estimated average annual property tax levy, expressed in dollars and cents for each \$100 of tax valuation and in mills for each one dollar of tax valuation, that the County Auditor estimates to be required throughout the stated maturity of the Bonds to pay debt charges on the Bonds, assuming that they are all issued in one series bearing interest and maturing in substantially equal principal amounts in each year over the maximum number of years over which the principal of the Bonds may be paid, both as stated in Section 1 and that the amount of the tax valuation of this County for the current year remains the same throughout the maturity of the Bonds.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

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

PRESENTATION -800MHZ SYSTEM

- Refer to the CD of the Official Minutes for complete presentation and comments.

RESOLUTION NO. 05-106

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 27, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

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It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held January 27, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-107

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS
IN BATCH NUMBERS CMAPR0128 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0128:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0128, memo transfers in batch numbers MTAPR0128 and Purchase Orders and Vouchers as listed below:

<u>PO's</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Verizon/North Dallas		Radio Circuits for 9-1-1	10011304-5335	\$ 7,500.00
Verizon/North Dallas		Radio Circuits for 9-1-1	21411306-5335	\$ 7,500.00
Emergitech Inc.		Annual Maintenance Support	21411306-5325	\$ 40,025.35
B & C Communications Inc.		Monthly Radio Maintenance	21411306-5325	\$ 23,000.00
Allen Ltd. Law Office		Public Defender Services	10011202-5301	\$ 5,000.00
David H Birch, Atty		Public Defender Services	10011202-5301	\$ 20,000.00
Keith A. Boger, Atty		Public Defender Services	10011202-5301	\$ 75,000.00
Celeste E. M. Brammer, Atty		Public Defender Services	10011202-5301	\$ 60,000.00
Christopher J. Burchinal, Atty		Public Defender Services	10011202-5301	\$ 30,000.00
Jeffrey A. Burkam, Atty		Public Defender Services	10011202-5301	\$ 10,000.00
Jack W. Carney Debord, Atty		Public Defender Services	10011202-5301	\$ 25,000.00
Thomas C. Clark II, Atty		Public Defender Services	10011202-5301	\$ 30,000.00
Thomas C. Clark, Atty		Public Defender Services	10011202-5301	\$ 20,000.00
Terrie L. Clinger, Atty		Public Defender Services	10011202-5301	\$ 55,000.00
Harris and Mazza, Attys		Public Defender Services	10011202-5301	\$ 15,000.00
Shawn R. Dominy, Atty		Public Defender Services	10011202-5301	\$ 5,000.00
Terrence P. Flahive, Atty		Public Defender Services	10011202-5301	\$ 40,000.00
Randall Fuller, Atty		Public Defender Services	10011202-5301	\$ 50,000.00
Robert H. Gordon, Atty		Public Defender Services	10011202-5301	\$ 15,000.00
Chad A. Heald, Atty		Public Defender Services	10011202-5301	\$ 50,000.00
Heckert & Hockensmith		Public Defender Services	10011202-5301	\$ 10,000.00
Louis H. Herzog, Atty		Public Defender Services	10011202-5301	\$ 45,000.00
Michael C. Hoague, Atty		Public Defender Services	10011202-5301	\$ 80,000.00
Javier H. Armengau LPA Inc.		Public Defender Services	10011202-5301	\$ 5,000.00
James H. Klein, Atty		Public Defender Services	10011202-5301	\$ 20,000.00
Jonathan W. Klein, Atty		Public Defender Services	10011202-5301	\$ 10,000.00
Ronald J. Koch		Public Defender Services	10011202-5301	\$ 5,000.00
Pamela A. Barbosky Lammon,		Public Defender Services	10011202-5301	\$ 10,000.00
O. Ross Long, Atty		Public Defender Services	10011202-5301	\$ 60,000.00
Kingston E. Malley Jr.,Atty		Public Defender Services	10011202-5301	\$ 35,000.00
Michael A. Marrocco Hrabcak		Public Defender Services	10011202-5301	\$ 5,000.00
Robert H. Monnaville, Atty		Public Defender Services	10011202-5301	\$ 70,000.00
Alex J. Pomerants, Atty		Public Defender Services	10011202-5301	\$ 5,000.00
Donald R. Reeder, Atty		Public Defender Services	10011202-5301	\$ 85,000.00
Saia and Piatt PLL		Public Defender Services	10011202-5301	\$ 75,000.00
Jeffrey P. Uhrich, Atty		Public Defender Services	10011202-5301	\$ 30,000.00
Stephen J. Vatsures, Atty		Public Defender Services	10011202-5301	\$ 20,000.00
Thomas P. Vatsures, Atty		Public Defender Services	10011202-5301	\$ 40,000.00
Scott A. Wolf, Atty		Public Defender Services	10011202-5301	\$ 65,000.00
H P Thompson		Sensors Provide Data at Pumpstations	65211905-5270	\$ 2,950.00
H P Thompson		Parts for Backup Sensor for Pumpstations	65211919-5270	\$ 2,950.00
D.A.T.A.		Residential Travel	22411601-5355	\$ 20,000.00
Nextel Communications		Cell Phone Service	22411604-5330	\$ 5,000.00
Status Control & Integration II		PLC & Scada Service & Repair	65211919-5328	\$ 5,000.00
Status Control & Integration II		PLC & Scada Monitoring Systems Service & Repair	65211905-5328	\$ 5,000.00
BP Products North America		Fuel for Vehicles & Equipment	65211905-5228	\$ 10,000.00
BP Products North America		Fuel for Vehicles & Equipment	65211919-5228	\$ 10,000.00
Priority Dispatch		Maintenance Agreement ESP	21411306-5325	\$ 9,940.50
DSS Corporation		Maintenance Agreement	21411306-5325	\$ 7,900.00

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Recording System			
Vouchers			
City of Delaware	40% Share Municipal Court	10029203-5319	\$ 129,893.00
Turning Point	Domestic Violence Payment	24911311-5301	\$ 13,430.70
BP Products North America	Bulk Plant Gas/Walker Woods	10011106-522822801	\$ 5,442.64
BP Products North America	Bulk Plant Gas/Service Center	10011106-522822801	\$ 3,090.95
Toddler Inn	Day Care	22411610-5348	\$ 7,098.40
Weller and Associates	Data Recovery/Report	65511918-5415	\$ 23,803.80
	Prep/Perry Taggart		
US Filter	Bioxide Chemicals	65211919-5290	\$ 7,000.00
Motorola	Radios	21511319-5260	\$ 22,608.88
Ameritas Group Dental	January Premiums	75010903-5370	\$ 16,422.36
Synagro Midwest Inc.	Conveyance/Land Application	65211919-5301	\$ 6,819.12
	of Biosolids		

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

RESOLUTION NO. 05-108

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, RICHARD C. BRAHM, REQUESTING ANNEXATION OF 46.75 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Ward, seconded by Mr. Evans to acknowledge that on January 27, 2005, the Clerk to the Board of Commissioners received an annexation petition request to annex 46.75 acres from Liberty Township to the City of Powell.

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

RESOLUTION NO. 05 -109

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Doug Missman attend a Moral Reconation Therapy Training in Lima, Ohio February 22-25, 2005, at the cost of \$1,028.00.

Juvenile Court is requesting that Chris Kelley attend a Financial Grant Training in Nashville, Tennessee March 9-10, 2005, at the cost of \$343.00.

The Engineer’s Office is requesting that Scott Pike attend a National Association of County Engineer’s Conference in Bismarck, North Dakota April 17-21, 2005, at the cost of \$1,530.00.

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

RESOLUTION NO. 05-110

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Steve Savon	2 Classes	Tuition \$1,300.00	Books \$300.00
		Tuition \$1,700.00	Books \$100.00
Pamela Pruett	1 Class	Tuition \$370.00	Books \$100.00
Coco Kneisly	2 Classes	Tuition \$2,695.00	Books \$150.00
Chris Kelly	1 Class	Tuition \$1,317.00	Books \$70.00
Lorrie Richards	2 Classes	Tuition \$2,760.00	Books \$160.00
Chad Richardson	2 Classes	Tuition \$2,774.00	Books \$150.00

Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement is processed.

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

RESOLUTION NO. 05-111

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Supplemental Appropriation Fund Number	Fund Name	Amount \$
10031301-5001	Sheriff Deputies/Compensation	89,348.27
10031301-5120	Sheriff Deputies/PERS	14,921.16
10031301-5131	Sheriff Deputies/Medicare	1,295.55
10031301-5102	Sheriff Deputies/Workers Comp	759.46
10031303-5001	Sheriff Jail/Compensation	25,098.61
10031303-5120	Sheriff Jail/PERS	4,191.47
10031303-5131	Sheriff Jail/Medicare	363.93
10031303-5102	Sheriff Jail/Workers Comp	213.34
10031304-5001	Sheriff Conveyance Fees/Compensation	14,025.73
10031304-5120	Sheriff Conveyance Fees/PERS	2,342.30
10031304-5131	Sheriff Conveyance Fees/Medicare	203.37
10031304-5102	Sheriff Conveyance Fees/Workers Comp	119.22
10031317-5001	Contract Deputies/Compensation	10,853.10
10031317-5120	Contract Deputies/PERS	1,812.47
10031317-5131	Contract Deputies/Medicare	157.37
10031317-5102	Contract Deputies/Workers Comp	92.25

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

RESOLUTION NO. 05-112

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR SCIOTO RESERVE SECTION 4, PHASE 13:

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

Ditch Maintenance Petition- Scioto Reserve Section 4, Phase 13

We the undersigned owners of 8.28 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Section 4, Phase 13** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Scioto Reserve Section 4, Phase 13** Subdivision.

The cost of the drainage improvements is \$205,744.37 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 29lots being created in this subdivision. 29 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,718.75 per lot. An annual maintenance fee equal to 2% of this basis \$59.27 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 \$1,718.75 has been paid to Delaware County.

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

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

RESOLUTION NO. 05-113

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR ALUM CROSSING SECTION 1
AND OLD STATE ROAD IMPROVEMENTS AT ALUM CROSSING:

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

Alum Crossing Section 1

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 31st day of January 2005, between **ROCKFORD HOMES**, as evidenced by the **ALUM CROSSING SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 6/25/04, 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 all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 plans and specifications and shall have the 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non- compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **EIGHTY THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER’S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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 material incident to said construction of improvements.

The **SUBDIVIDER** shall, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

Old State Road Improvements At Alum Crossing

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 31st day of January 2005, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROCKFORD HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**OLD STATE ROAD IMPROVEMENTS AT ALUM CROSSING**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED SEVENTEEN THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. Inspection fees in the amount of **NINE THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** will be deposited with the Delaware County Engineer. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2004**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should 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**.

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11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 05 -114

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

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

Permit #	Applicant	Location	Type of Work
U05017	Verizon	S. Old State Road	Place aerial telephone cable

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

RESOLUTION NO. 05-115

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FROM RINKER/HYDROCONDUIT FOR REINFORCED CONCRETE PIPE:

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

Reinforced Concrete Pipe-Bid Opening of January 18, 2005

As a result of the referenced bid opening, The Engineer recommends that an exclusive bid award be made to Rinker/HydroConduit, the only bidder for this material. A copy of their bid is available for your information.

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

RESOLUTION NO. 05-116

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND R. D. ZANDE & ASSOCIATES, INC., FOR THE PROVISION OF REAL ESTATE ACQUISITION SERVICES TO THE COUNTY IN REGARD TO VARIOUS PROJECTS :

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

**DELAWARE COUNTY, OHIO
REAL ESTATE ACQUISITION SERVICES AGREEMENT**

This Agreement entered into this 31st day of January, 2005, by and between the County of Delaware, Ohio, acting by and through the County Commissioners, hereinafter referred to as the **COUNTY**, and R. D. Zande & Associates, Inc., hereinafter referred to as **CONSULTANT**, for the provision of real estate acquisition services to the **COUNTY** in regard to various projects.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

The duties of the **CONSULTANT** shall encompass the following tasks.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$5,000 in value;
- B. Low Value Analysis, for parcels under \$5,000 in value;
- C. Negotiation Services;
- D. Title Work and Closings;
- E. Right-of-Way Acquisition Procedures Development

SECTION II - PAYMENT FOR PROFESSIONAL SERVICES

- A. The **COUNTY** agrees to pay the **CONSULTANT** as compensation for professional services as listed in Section I, an amount not to exceed \$ 100,000. Costs will vary depending on actual time required to perform the services requested.

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- B. The actual cost plus reimbursable expenses, as incurred by the CONSULTANT in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section IIIA without an amendment to the Agreement duly authorized by the COUNTY.
- C. Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the CONSULTANT in the performance of the services on the project.

SECTION III - OBLIGATION OF COUNTY

- A. Any provision in this contract to the contrary, the maximum obligation of the COUNTY under this contract is limited to the amount of \$ 100,000. Unless the COUNTY appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the CONSULTANT's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2005 or when the amount of \$ 100,000, as described previously, has been invoiced and paid to the CONSULTANT (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the COUNTY by the CONSULTANT shall be made by the COUNTY within thirty (30) days of the date of the invoice. If the maximum obligation of the COUNTY provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the CONSULTANT to perform additional services.
- B. COUNTY shall provide all criteria and full information as to COUNTY's requirement for the Project; designate a person to act with authority on COUNTY's behalf in respect of all aspects of the CONSULTANT's services; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the work.

SECTION IV - TIME SCHEDULE AND COMPLETION

- A. The CONSULTANT shall provide written detailed cost proposal for each project at the request of the COUNTY prior to services being performed.
- B. After notification from the COUNTY to proceed, the CONSULTANT shall, to the extent possible, schedule activities to meet specific project dates as requested by the COUNTY

SECTION V - NON-DISCRIMINATION

During the performance of this contract, the consultant agrees as follows:

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

SECTION VI - CONTRACT TERMINATION OR SUSPENSION

The COUNTY or the CONSULTANT may terminate or suspend this Engineering Agreement by (1) giving written notice not less than ten (10) days prior to the effective date by registered mail of its intention to do so and (2) an opportunity for consultation with the terminating party prior to termination. Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the Agreement is terminated, the consultant, upon payment, as specified, shall deliver to the COUNTY copies of all reports, field books, drawings, and other documents which have been prepared in the course of the work done under this Agreement in accordance with the conditions described in Section X "A", Reuse of Documents. The CONSULTANT shall make no other claim for additional compensation against the COUNTY by reason of such termination. In the event the consultant's services are suspended by the COUNTY, the CONSULTANT shall bill the COUNTY immediately for all work completed to date, less any previous payments.

SECTION VII - CONTINUING OBLIGATION

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

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SECTION VIII - WARRANTY

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

SECTION IX - INSURANCE AND INDEMNITY

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

SECTION X - MISCELLANEOUS

- A. Reuse of Documents.

All documents, including Drawings, Specifications, and Electronic Media prepared or furnished by the CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project. COUNTY shall retain an ownership and property interest therein whether or not the Project is completed. However, such documents are not intended or represented by CONSULTANT to be suitable for reuse by COUNTY or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and COUNTY shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants form all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

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

RESOLUTION NO. 05-117
IN THE MATTER OF APPROVING THE TEMPORARY WEIGHT LIMIT REDUCTION ON HORSESHOE ROAD:

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

Weight Limit Reductions

As you are aware, since the approval by your Board of the weight limit reduced roads on December 27, 2005, Horseshoe Road has had considerable flooding issues. The Engineer, therefore, is requesting that you approve the 40 percent weight reduction for the portion of Horseshoe Road between Leonardsburg Road and

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State Route 229.

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

RESOLUTION NO. 05-118

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR COMMON PLEAS SPECIAL PROJECTS:

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

Supplemental Appropriation		
Fund Number	Fund Name	Amount
25222203-5250	Common Pleas Special Projects/Minor Tools & Equipment	\$500.00

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

RESOLUTION NO. 05-119

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY’S FAIRGROUND FORMULA FY’04 ADA RESTROOMS PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve specifications and set bid opening date and time for **Friday, February 25, 2005, at 2:00 pm.** This bid opening will be held at the Delaware County Commissioners Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 05-120

IN THE MATTER OF APPOINTING JANE RUTAN AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS REPRESENTATIVES TO VILLAGE OF ASHLEY TAX INCENTIVE REVIEW COUNCIL:

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

- WHEREAS, The Board of County Commissioners, Delaware County, is responsible to make appointments from the public to various boards, councils, and committees; and
- WHEREAS, The Board of County Commissioners, Delaware County, shall appoint individuals to the Village of Ashley Tax Incentive Review Council for an unspecified term.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to appoint Jane Rutan, Delaware County Bank Branch Manager for Ashley, to the Village Tax Incentive Review Councils.

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

RESOLUTION NO. 05-121

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

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

Child Care Provider	Child	Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
1. Yvette Bradley 788 Odevene Way Delaware, Ohio 43015	Infant	\$2.75		None
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
2. Carolyn Chute 2001 Ashburn Dr. Delaware, Ohio 43015	Infant	\$2.75		None
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		

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3. Erin Coomes 111 Gold Dust Ct. Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
4. Kathleen Imhoff 6261 Commonwealth Dr. Westerville, Ohio 43082	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
5. Virginia Jarvis 4361 Troy Road Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
6. Brianna Kinniard 34 East Street Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
7. Lee Kitts 149 Deerfield Place Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
8. Mechelle Luikart 54 Flax St. Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
9. Joel Persinger 36 Carriage Dr. Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
10. Kimberly Rea 8582 Mink Street Ostrander, Ohio 43061	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
11. Arleen Sunkle 1521 SR42 North Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
12. Natalie Walker 169 Locust Curve Dr. Delaware, Ohio 43015	Infant	\$2.75	None	
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
13. Johnie Marstilller 280 CR #24 Marengo, Ohio 43334	Infant	\$1.65	None	
	Toddler	\$1.65		
	Preschool	\$1.50		
	Schoolage	\$1.50		
14. Kathy Harper 4181 Portobello Drive Gahanna, Ohio 43230	Infant	\$16.05	\$10.80	None
	Toddler	\$15.45	\$10.35	
	Preschool	\$13.65	\$ 9.15	
	Schoolage	\$12.90	\$ 8.70	

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15. Buckeye Valley SACC 679 Coover Road Delaware, Ohio 43015	K-5			\$15.00
	6:30am-9:15am	\$ 30.00		Registration
	3:40pm-6:00pm	\$ 30.00		Fee
	6:30am-9:15am and			
	3:40pm-6:00pm	\$ 60.00		
	K-Only			
	6:30am-6:00pm	\$70.00		
	6:30am-3:40pm	\$60.00		
	9:15am-6:00pm	\$60.00		
	9:15am-1:00pm	\$50.00		
	11:45am-3:40pm	\$50.00		
16. Child Care Unlimited 100 West Cherry Street Sunbury, Ohio 43074	Infant	\$138.00	\$ 93.00	None
	Toddler	\$123.00	\$ 82.00	
	Preschool	\$108.00	\$ 72.00	
	Schoolage	\$100.00	\$ 67.00	
	Before School Only	\$ 30.00	\$ 30.00	
	After School Only	\$ 40.00	\$ 40.00	
	Before & After School	\$ 65.00	\$ 65.00	
17. Child Care Unlimited 650 W. Coshocton St. Johnstown, Ohio 43031	Infant	\$138.00	\$ 93.00	None
	Toddler	\$123.00	\$ 82.00	
	Preschool	\$108.00	\$ 72.00	
	Schoolage	\$100.00	\$ 67.00	
	Before School Only	\$ 30.00	\$ 30.00	
	After School Only	\$ 40.00	\$ 40.00	
	Before & After School	\$ 65.00	\$ 65.00	
18. Children’s World Learning Center- Charring Cross 574 Charring Cross Blvd. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before School Only	\$ 57.00	\$ 57.00	
	After School Only	\$ 67.00	\$ 67.00	
	Before & After School	\$ 73.00	\$ 69.00	
19. Children’s World Learning Center- Oak Creek Dr. 8694 Oak Creek Drive Lewis Center, Ohio 43035	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before School Only	\$ 68.00	\$ 67.00	
	After School Only	\$ 78.00	\$ 67.00	
	Before & After School	\$ 82.00	\$ 67.00	
20. Children’s World Learning Center- Sawmill Road 4895 Sawmill Road Powell, Ohio 43220	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 80.00	\$ 69.00	
	Before School Only	\$ 71.00	\$ 69.00	
	After School Only	\$ 71.00	\$ 69.00	
21. Children’s World Learning Sawmill Parkway 10655 Sawmill Parkway Powell, OH 43065	Infant	\$138.00	\$ 93.00	Registration
	Toddler	\$123.00	\$ 82.00	Fee \$25.00
	Preschool	\$108.00	\$ 72.00	
	Schoolage	\$100.00	\$ 67.00	
	After School	\$ 50.00	\$ 50.00	
	Before & After School	\$ 78.00	\$67.00	
22. Children’s World Learning Snouffer Road 3480 Snouffer Road Worthington, Ohio 43235	Infant	\$152.00	\$102.00	Registration
	Toddler	\$131.00	\$ 88.00	Fee \$25.00
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before School	\$ 52.00	\$ 52.00	
	After School	\$ 65.00	\$ 65.00	
	Before & After School	\$ 73.00	\$ 69.00	
23. Delaware Christian Academy 2280 Marysville Road	Toddler	\$125.00	\$84.00	\$25.00
	Preschool	\$113.00	\$76.00	Registration

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Delaware, Ohio 43015				Fee
24. Don-A-Del 2221 Braumiller Rd. Delaware, Ohio 43015	Toddler	\$123.00	\$ 82.00	\$25.00
	Preschool	\$108.00	\$ 72.00	Registration
	Schoolage	\$100.00	\$ 67.00	Fee
25. KIDS Academy 1012 High Street Worthington, Ohio 43085	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
26. Kinder Care Learning Center 6036 Tara Hill Drive Dublin, Ohio 43017	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	School Age	\$103.00	\$ 69.00	
	Before & After School	\$ 95.00	\$ 69.00	
	Before or After School	\$ 91.00	\$ 69.00	
27. Kinder Care Learning Center 2680 Sawbury Blvd. Worthington, Ohio 43235	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
28. Kinder Care Learning Center- Neverland 96 Neverland Dr. Lewis Center, Ohio 43035	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before & After School	\$ 81.00	\$ 67.00	
	Before or After School	\$ 71.00	\$ 67.00	
29. Kinder Care Learning Center- #0879 2001 Hard Road Columbus, Ohio 43235	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 74.00	\$ 69.00	
	Before or After School	\$ 56.00	\$ 56.00	
30. Kinder Care Learning Center 77 Caren Ave. Worthington, Ohio 43082	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 84.00	\$ 69.00	
	Before or After School	\$ 64.00	\$ 64.00	
31. Kinder Care Learning Center 861 Eastwind Dr. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	None
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
32. Fox Learning and Day Care 2210 SR #23 North Delaware, Ohio 43015	Toddler	\$123.00	\$ 82.00	\$25.00
	Preschool	\$108.00	\$ 72.00	Registration
	Schoolage	\$100.00	\$ 67.00	Fee
33. Columbus Central Station 404 E. Mound Street Columbus, Ohio 43215	Infant	\$152.00	\$ 91.00	None
	Toddler	\$131.00	\$ 86.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
34. Child Time Learning Center 6660 DoubleTree Ave. Columbus, Ohio 43229	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 95.00	\$ 69.00	
35. Lane Avenue Baptist Church 1610 W. Lane Ave. Columbus, Ohio 43221	Toddler	\$131.00	\$ 88.00	\$25.00
	Preschool	\$114.00	\$ 76.00	Registration
	Schoolage	\$103.00	\$ 69.00	Fee
	Before & After School	\$ 93.00	\$ 69.00	
	AM Only	\$ 47.00	\$ 47.00	
	PM Only	\$ 47.00	\$ 69.00	

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36. Liberty Community Center 207 London Road Delaware, Ohio 43015	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before & After School	\$ 75.00	\$ 67.00	
	Before Or After School	\$ 50.00	\$ 50.00	
37. La Petite Academy 909 Polaris Parkway Columbus, Ohio 43240	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before & After School	\$ 93.00	\$ 67.00	
	Before Or After School	\$ 80.00	\$ 67.00	
38. La Petite Academy 1325 E. Walnut Street Westerville, Ohio 43081	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 67.00	
39. La Petite Academy 2069 Summitview Road Powell, Ohio 43065	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before or After School	\$ 77.00	\$ 66.00	
	Before & After School	\$ 89.00	\$ 67.00	
40. La Petite Academy 130 Polaris Parkway Westerville, Ohio 43082	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage	\$103.00	\$ 69.00	
41. Nancy Lucas 6488 Liberty Road Powell, Ohio 43065	Infant	\$2.75		None
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		
42. Kathy McKee 3200 Pedlen Ct. Columbus, Ohio 43231	Infant	\$114.00	\$76.00	None
	Toddler	\$112.00	\$75.00	
	Preschool	\$ 98.00	\$65.50	
	Schoolage	\$ 90.00	\$60.00	
43. Donna Messmer-Wyrick 88 s. Main St. Ostrander, Ohio 43061	Infant	\$1.65		None
	Toddler	\$1.65		
	Preschool	\$1.50		
	Schoolage	\$1.50		
44. YMCA School-Age Child Care Shanahan Rd. Delaware, Ohio 43015	Before School	\$ 25.00	\$ 25.00	None
	After School	\$ 35.00	\$ 35.00	
	Before & After School	\$ 60.00	\$ 60.00	
	Summer Schoolage	\$ 103.00	\$ 69.00	
45. Toddler Inn 715 W. William Street Delaware, Ohio 43015	Infant	\$130.00	\$ 87.10	\$25.00
	Toddler	\$120.00	\$ 80.40	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Kindergarten AM/PM	\$ 90.00	\$ 67.00	
	Before & After School	\$ 75.00	\$ 67.00	
	Before School Only	\$ 50.00	\$ 50.00	
	After School Only	\$ 60.00	\$ 60.00	
46. Today's Learning Child 47 Lexington Blvd. Delaware, Ohio 43015	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Kindergarten AM/PM	\$ 88.00	\$ 67.00	
	Kindergaren PM	\$ 80.00	\$ 67.00	
	Before & After School	\$ 75.00	\$ 67.00	
	Before School Only	\$ 42.00	\$ 42.00	

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	After School Only	\$ 62.00	\$ 62.00	
47. The Treasure Chest	Infant	\$152.00	\$102.00	\$25.00
	Toddler	\$131.00	\$ 88.00	Registration
	Preschool	\$114.00	\$ 76.00	Fee
	Schoolage no school days	\$103.00	\$ 69.00	
	Schoolage (school day)	\$ 96.00	\$ 69.00	
48. Learning Center of Westerville 149 Charring Cross Drive S. Westerville, Ohio 43081	Infant	\$152.00	\$102.00	None
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 85.00	\$ 69.00	
49. Learning Center of Worthington 7878 Worthington –Galena Rd. Worthington, Ohio 43085	Infant	\$152.00	\$102.00	None
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 97.00	\$ 69.00	
50. T & J Junior Academy 129 Orangewick Road Lewis Center, Ohio 43035	Infant	\$138.00	\$93 .00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	After School	\$ 39.90	\$ 39.90	
51. Small World Child Care 1080 Obetz Road Columbus, Ohio 43207	Before & After School	\$ 67.00	\$ 67.00	
	Toddler	\$130.00	\$ 85.00	\$25.00
	Preschool	\$100.00	\$ 70.00	Registration
	Schoolage	\$100.00	\$ 65.00	Fee
52. Noah's Ark 110 Tippet Court Sunbury, Ohio 43074	Infant	\$138.00	\$ 93.00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
53. Little Prep School, Inc. 2350 Fuji Drive Columbuus, Ohio 43229	Infant	\$150.00	\$100.50	Registration
	Toddler	\$131.00	\$ 88.00	Fee \$25.00
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 65.00	\$ 65.00	
54. Playcare Learning Academy 8561-8565 Refugee Road Pickerington, Ohio 43147	Before or After School	\$ 55.00	\$ 55.00	
	Infant	\$138.00	\$93 .00	\$25.00
	Toddler	\$123.00	\$ 82.00	Registration
	Preschool	\$108.00	\$ 72.00	Fee
	Schoolage	\$100.00	\$ 67.00	
	Before or After School	\$ 60.00	\$ 60.00	
	Before & After School	\$ 80.00	\$ 67.00	

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55. Delaware City School Age Child Care	Rates are per week		Registration Fee \$20.00
	Kindergarten SACC		
	6:30am-6:00pm	\$90.00	
	6:30am-12:30pm or 11:45am-6:00pm		\$65.00
	6:30am-9:00am or 3:15pm-6:00pm		\$50.00
	Elementary Grades 1-4		
	Before School	\$50.00	
	After School	\$50.00	
	Before and After	\$50.00	
	Willis Grades 5-6		
	Before and After School	\$60.00	
	Before or after School		
	5 days a week	\$35.00	
	4 days a week	\$32.00	
	3 days a week	\$28.00	
	2 days a week	\$23.00	
	Drop in	\$15.00 per visit	
	Dempsey Grades 7-8		
	Afternoon:		
	5 days a week	\$43.00	
	4 days a week	\$39.00	
	3 days a week	\$33.00	
	2 days a week	\$25.00	
	Drop in	\$13.00 per visit	

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

<u>Vendor</u>	<u>Account Number</u>	<u>Amount</u>
PO’s		
Yvette Bradley	22511607-5348	\$ 2,000.00
Yvette Bradley	22511608-5348	\$ 3,000.00
Carolyn Chute	22411610-5348	\$ 7,500.00
Erin Coomes	22411610-5348	\$ 7,500.00
Kathleen Imhoff	22411610-5348	\$ 7,500.00
Virginia Jarvis	22411610-5348	\$ 7,500.00
Brianna Kinniard	22411610-5348	\$ 7,500.00
Lee Kitts	22411610-5348	\$ 10,000.00
Mechelle Luikart	22411610-5348	\$ 7,500.00
Johnine Marstiller	22411610-5348	\$ 5,500.00
Kimberly Rea	22411610-5348	\$ 7,500.00
Arleen Sunkle	22511607-5348	\$ 5,000.00
Arleen Sunkle	22411610-5348	\$ 7,500.00
Buckeye Valley	22411610-5348	\$ 37,500.00
Child Care Unlimited	22411610-5348	\$ 32,500.00
Child Care Unlimited-Johns	22411610-5348	\$ 5,000.00
Children’s World	22411610-5348	\$ 5,000.00
Children’s World	22411610-5348	\$ 15,000.00
Children’s World	22411610-5348	\$ 5,000.00
Children’s World	22511607-5348	\$ 3,500.00
Children’s World	22411610-5348	\$ 6,000.00
Children’s World	22411610-5348	\$ 5,000.00
Childtime Learning	22411610-5348	\$ 5,000.00
Columbus Central	22411610-5348	\$ 10,000.00
Delaware Christian	22411610-5348	\$ 12,500.00
Delaware City Schools	22411610-5348	\$ 40,000.00

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Delaware City Schools	22511607-5348	\$ 10,000.00
Don a Del	22511607-5348	\$ 10,000.00
Don a Del	22411610-5348	\$ 40,000.00
Fox Learning Center	22411610-5348	\$ 15,000.00
Kids Academy	22411610-5348	\$ 4,500.00
Kindercare	22511607-5348	\$ 750.00
Kindercare	22411610-5348	\$ 2,000.00
Kindercare	22411610-5348	\$ 17,500.00
Kindercare	22411610-5348	\$ 17,500.00
Kindercare	22511607-5348	\$ 27,500.00
Kindercare	22411610-5348	\$ 60,000.00
Kindercare	22411610-5348	\$ 7,500.00
Kindercare	22411610-5348	\$ 5,000.00
Lane Ave Baptist Church	22411610-5348	\$ 7,500.00
La Petite Academy	22411610-5348	\$ 37,500.00
La Petite Academy	22411610-5348	\$ 7,500.00
La Petite Academy	22411610-5348	\$ 25,000.00
La Petite Academy	22411610-5348	\$ 6,000.00
Liberty Community Center	22511607-5348	\$ 22,500.00
Liberty Community Center	22411610-5348	\$ 80,000.00
Little Prep School	22411610-5348	\$ 7,500.00
Noahs Ark	22511607-5348	\$ 17,500.00
Noahs Ark	22411610-5348	\$ 20,000.00
Playcar	22411610-5348	\$ 10,000.00
Small World	22411610-5348	\$ 9,000.00
T&J Junior	22411610-5348	\$ 13,000.00
Learning Center	22411610-5348	\$ 8,500.00
Learning Center	22411610-5348	\$ 12,000.00
Treasure Chest	22411610-5348	\$ 7,500.00
Todays Learning	22411610-5348	\$ 40,000.00
Toddler Inn	22511607-5348	\$ 24,500.00
Toddler Inn	22411610-5348	\$ 80,000.00
Olentangy YMCA	22511607-5348	\$ 1,000.00
Olentangy YMCA	22411610-5348	\$ 2,000.00
Donna Wyrick	22411610-5348	\$ 7,500.00
Kathy McKee	22411610-5348	\$ 12,500.00
Nancy Lucas	22411610-5348	\$ 10,000.00

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

RESOLUTION NO. 05-122

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILDREN’S COMPREHENSIVE SERVICES OF OHIO FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Children’s Comprehensive Services Of Ohio 1451 Lucas Road Mansfield, Ohio 44903	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A Copy of this contact is available in the Commissioners’ Office until no longer of Adminis trative Value).

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

Children’s Comprehensive Services Of Ohio	22511607-5342	\$18,000.00
Children’s Comprehensive Services Of Ohio	22511608-5342	\$18,000.00

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

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

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public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$6,00.00, 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 a result of charges against the same at the rate of:

INSPECTOR \$70.00
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 \$20,000.00, 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 \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way 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 a CD-ROM in Autocad DWG files. Additionally, the SUBDIVIDER will submit in MS Excel format detailed attributes of the improvements, including manhole locations in Ohio North State Plane Coordinates.

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 Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-126

**IN THE MATTER OF AWARDING THE BID FOR DELAWARE COUNTY SANITARY ENGINEER
INSPECTION SERVICES FOR SANITARY SEWERS TO QUALITY CONTROL INSPECTION INC.:**

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

NOTICE OF AWARD

To: Quality Control Inspection Inc.

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579 Charring Cross Road Suite A
Westerville, Ohio 43081

PROJECT DESCRIPTION: Delaware County Sanitary Engineer Inspection Services for Sanitary Sewers.

The OWNER has considered the BID submitted by you on December 28, 2004, for the above described WORK in response to its advertisement for bids and information for bidders.

You are hereby notified that your BID has been accepted for items in the amount of **\$32.90 PER INSPECTOR.**

You are required by the information for bidders to execute the agreement within 10 calendar days from the date of this notice to you.

If you fail to execute said agreement within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

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

RESOLUTION NO. 05-127

IN THE MATTER OF APPROVING A CONTRACT WITH RAILEX CORP. FOR BID PACKAGE SIXTEEN (PROPERTY STORAGE) FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

This Contract made by and between:

**Railex Corp.
89-02 Atlantic Avenue
Ozone Park, NY 11416**

(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 as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Sixteen – PROPERTY STORAGE
New Dormitory and Jail Renovations for the Delaware County Jail
844 US 42 North
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 Thirty Thousand Dollars (\$30,000), based upon the Bid Form, dated October 5, 2004 submitted by the Contractor.

Total Bid Amount \$30,000

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

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3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

▪ Commencement of Site Utilities	08/30/2004
▪ Men’s Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
▪ Intake/Booking Demolition Start	11/17/2004
▪ Footing Installation Complete Male Dorm	11/22/2004
▪ Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 nd Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
▪ Intake/Booking Substantial Completion	03/15/2005
▪ Existing Jail Security Electronics Upgrade Substantial Completion	04/01/2005
▪ Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪ Roof Top Unit Deliver – Male Dorm	04/05/2005
▪ Medical & Isolation Renovation Start	04/12/2005
▪ Roofing Complete – Male Dorm	04/25/2005
▪ Permanent Electric – Male Dorm	05/02/2005
▪ Male Dorm Under Temporary Temperature Control	05/23/2005
▪ Medical & Isolation Substantial Completion	08/09/2005
▪ Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪ Completion of all Associates Prepared Punch List Items	09/08/2005
▪ Project Turnover, Owner Move-In All Bid Packages	09/29/2005

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 upon 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 set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, 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. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Bid Documents 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.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed

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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 Bid 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 Bid 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners