

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 22, 2000**

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**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

**RESOLUTION NO. 00-415**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD MAY 15, 2000:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held May 15, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

Mr. Dale Spradlin announced his job is being phased out at AEP. Commissioners expressed their appreciation for his support and assistance.

**RESOLUTION NO. 00-416**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 272620 THROUGH 273250:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 272620 through 273250 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-417**

**IN THE MATTER OF REMOVING THE EMS REQUEST FROM THE TRAVEL:**

It was moved by Mr. Wuertz and seconded by Mrs. Martin to remove the EMS request that Pearline Howald, J. Porter and H. Dick attend the SERB Ohio Public Sector Developing Labor Law Seminar at Oakhaven Golf Club on June 23, 2000, for future discussion.

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

**RESOLUTION NO. 00-418**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Clerk of Courts is requesting that Betty Porter attend IACREOT Annual Conference at Cleveland on June 10 through June 15, 2000, in the amount of \$581.61.

EMS is requesting that Pearline Howald, J. Porter and H. Dick attend the SERB Ohio Public Sector Developing Labor Law Seminar at Oakhaven Golf Club on June 23, 2000, in the amount of \$195.00.

Human Services is requesting that Marcy Downing attend the Parent Provider Approach Workshop at Columbus on June 15 through June 16, 2000, in the amount of \$13.20.

9-1-1 is requesting that Larry Fisher, D. Drum and G. Borchers attend the Trident Mirco System NTS trunked radio system at Asheville, North Carolina on June 21 through June 24, 2000, in the amount of \$1,170.00.

Maintenance is requesting that Butch Bogen attend the H. P. Products Floor Care Seminar at Columbus on June 27, 2000, in the amount of \$35.00. This was rescheduled from a previous date.

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

**RESOLUTION NO. 00-419**

**IN THE MATTER OF APPROVING PETITION FROM CITY OF DELAWARE TO CHANGE BOUNDARY LINES OF DELAWARE TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF DELAWARE (7.51 ACRES) RESOLUTION 00-37 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF DELAWARE:**

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It was moved by Mr. Wuertz, seconded by Mr. Ward that pursuant to a petition from the City of Delaware, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Delaware Township annexed to the City of Delaware by their Ordinance 00-37 be hereby changed to be coterminous with the corporate boundaries of the City of Delaware.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder and County Engineer's Map Department along with description and map.

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

**RESOLUTION NO. 00-420**

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

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0120-030	General Fund - Grants	\$ 10,000.00

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-4010-040 Map Room – Equipment	001-4010-020 Map Room - Srvs & Chrgs	\$ 500.00
001-4010-020 Map Room - Srvs & Chrgs	001-4010-010 Map Room - Salaries	\$ 2,500.00
127-1275-020 CDA/Elec Monitoring – Srvs & Chrgs	127-1275-040 CDA/Elec Monitoring - Equip	\$ 377.00

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

**RESOLUTION NO. 00-421**

**IN THE MATTER OF APPROVING PLAT FOR BRYN MAWR AT DELAWARE, SECTION 2, PART 1 AND DITCH PETITION BRYN MAWR AT DELAWARE, SECTION 2, PARTS 1 & 2:**

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

**Bryn Mawr at Delaware, Section 2, Part 1**

Situated in State of Ohio, County of Delaware, Township of Orange and in Farm Lots 2 and 3, Quarter Township 1 and Farm Lot 15, Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 22.733 acres of land, more or less, said 22.733 acres being part of that tract of land conveyed to M/I SCHOTTENSTEIN HOMES, INC., by deed of record in Official Record 5, Page 2635, Recorder's Office, Delaware County, Ohio. 3.384 acres of said 22.733 acres in said Farm Lot 2, 6.120 acres of said 22.733 acres are in said Farm Lot 15. Lot fee in the amount of \$99.00.

**Bryn Mawr at Delaware, Section 2, Parts 1 & 2- Ditch Maintenance Petition**

We the undersigned owners of 47.391 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Bryn Mawr at Delaware, Section 2, Part 1 & 2 and as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County 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 Bryn Mawr At Delaware, Section 2 Subdivision.

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The cost of the drainage improvements is \$294,325.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seventy-one (71) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,145.42 per lot. An annual maintenance fee equal to 2% of this basis \$82.91 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 \$5,886.61 has been paid to Delaware County.

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

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

**RESOLUTION NO. 00-422**

**IN THE MATTER OF ACCEPTING ROADWAYS IN HIGHLAND LAKES NORTH, SECTION 6, PHASE 1 AND PIATT MEADOWS, SECTION 1, PHASE 1:**

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

**Highland Lakes North, Section 6, Phase 1**

- **Gainey Court**, to be known as **Township Road Number 902**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities

**Piatt Meadows, Section 1, Phase 1**

- **Huber Drive**, to be known as **Township Road Number 903**
- **Grathrine Court**, to be known as **Township Road Number 904**
- **Marilyn Drive**, to be known as **Township Road Number 905**
- **Griffin Drive**, to be known as **Township Road Number 906**
- **Weyant Street**, to be known as **Township Road Number 907**

We also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

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

**RESOLUTION NO. 00-423**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN HIGHLAND LAKES NORTH, SECTION 6, PHASE 1 AND PIATT MEADOWS, SECTION 1, PHASE 1:**

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

**Highland Lakes North, Section 6, Phase 1**

- On Township Road Number 902, Gainey Court, at its intersection with Township Road Number 591, Somerset Avenue

**Piatt Meadows, Section 1, Phase 1**

- On Township Road Number 903, Huber Drive, at its intersection with Township Road Number 274, Hollenback Road
- On Township Road Number 903, Huber Drive, at its intersection with Township Road number 905, Marilyn Drive
- On Township Road Number 904, Grathrine Court, at its intersection with Township Road Number 903, Huber Drive
- On Township Road Number 906, Griffin Drive, at its intersection with Township Road Number 905, Marilyn Drive
- On Township Road Number 907, Weyant Street, at its intersection with Township Road Number 906, Griffin Drive

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

**RESOLUTION NO. 00-424**

**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR ARBORS AT**

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**CHESHIRE; HARVEST WIND, PHASE 5 AND MEADOWS AT CHESHORE, SECTION 3, PART 3:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Subdivider's Agreements:

**Arbors at Cheshire**

**THIS AGREEMENT** executed on this 22<sup>nd</sup> day of May 2000, between **LUKE BLAZEK AND BRAD HOLBERT** as evidenced by the **ARBORS AT CHESHIRE** 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 4/10/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of 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 **TEN THOUSAND TWO HUNDREDDOLLARS** 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, and the cost of street and traffic control signs. 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**.

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

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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.

**Harvest Wind, Phase 5**

**THIS AGREEMENT** executed on this 22<sup>nd</sup> day of May 2000, between **ROMANELLI AND HUGHES** as evidenced by the **HARVEST WIND PHASE 5** 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 5/9/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of 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 **SIXTY-SEVEN THOUSAND ONE HUNDREDDOLLARS** 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, and the cost of street and traffic control signs. 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**

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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**.

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.

**Meadows at Cheshire, Section 3, Phase 3**

**THIS AGREEMENT** executed on this 22<sup>nd</sup> day of May 2000, between **DOMINION HOMES** as evidenced by the **MEADOWS AT CHESHIRE SECTION 3, PART 3** 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 3/15/99, 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

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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 TWENTY-FOUR THOUSAND ONE HUNDREDDOLLARS 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, and the cost of street and traffic control signs. 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.

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.

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

**RESOLUTION NO. 00-425**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000044	M&B Ohio, Inc.	Concord Road	Install gas line
U000045	M&B Ohio, Inc.	Moore Road	Install gas line

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

**RESOLUTION NO. 00-426**

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**IN THE MATTER OF APPROVING THE ESTIMATE, SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY’S 2000 ROAD RESURFACING PROGRAM:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the estimate, specifications and set bid opening date and time:

Sealed bids will be received by the Delaware County Commissioners, 101 N. Sandusky Street, Delaware, Ohio 43015 for **County’s 2000 Road Resurfacing Program**. Said bid shall be based upon pricing per the attached specs. Bids will be received until **10:00 a.m. on Monday, June 12, 2000**, at which time said bids, shall be opened. An award shall be made at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

All bids shall meet the General Specifications, which may be obtained at the **Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015**. The estimate for this program is \$ 4,148,900.00. Bids shall be submitted in a sealed envelope and marked **“SEALED BID FOR Road Resurfacing Program”**.

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

**RESOLUTION NO. 00-427**

**IN THE MATTER OF AUTHORIZATION TO TAKE ACTION ON THE BOND OF BRAD HOLBERT, THE DEVELOPER, FOR HEATHER GLEN SUBDIVISION:**

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

On November 18, 1999, a letter was sent to Brad Holbert, the developer for the referenced subdivision, advising him of the remaining work on this project that needed to be addressed before placing the roads onto the public system Another letter was sent to Mr. Holbert on February 15, 2000 advising him the Engineer would take action against his bond for this project if no action was taken or the bond was not extended. As of this date, we have received no response from them. We are, therefore, requesting authority to take action against this bond should they fail to comply with the requests by the May 26, 2000 expiration date of their bond.

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

**LARRY FISHER, COUNTY-WIDE COMMUNICATION UPDATE**

Mr. Fisher gave a report on the status of the on-going efforts to establish a countywide communication system.

**RESOLUTION NO. 00-428**

**IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:**

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

Robert Sage has transferred from Maintenance to the Board of Election; effective date of transfer is May 22, 2000.

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

**RESOLUTION NO. 00-429**

**IN THE MATTER OF APPOINTING ELIZABETH JANG AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE DRUG COURT ADVISORY COMMITTEE:**

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

Whereas,                      The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and  
Whereas,                      the Board of Commissioners of Delaware County shall appoint an individual to the Drug Court Advisory Committee for an unspecified term beginning May 22, 2000, and  
Therefore,                      be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Elizabeth Jang to the Drug Court Advisory Committee.

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

**RESOLUTION NO. 00-430**

**IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS IN “THE PARK” AT GREIF**



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**BROTHERS; SCHUMAKER CONDOMINIUMS AND SHERBROOK, PHASES 7 & 8:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the sanitary sewer plans for “The Park” at Greif Brothers, Schumaker Condominiums and Sherbrook, Phases 7 & 8 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 00-431**

**IN THE MATTER OF APPROVING THE SUBDIVIDER’S AGREEMENTS FOR HARVEST WIND, PHASE 5 AND MEADOWS AT CHESHIRE, SECTION 3, PART 3:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Subdivider’s Agreements:

**Harvest Wind, Phase 5**

This agreement executed on this 22<sup>nd</sup> day of May, 2000, by and between HOOVER OAKS DEVELOPMENT CO. SUBDIVIDER, as evidenced by the HARVEST WIND, PHASE 5 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$185,350.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for 55 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$55,886.70) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,400.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$45.00

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CAMERA TRUCK \$150.00

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

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

**Meadows at Cheshire, Section 3, Part 3**

This agreement executed on this 22<sup>nd</sup> day of May, 2000, by and between DOMINION HOMES, as evidenced by the MEADOWS AT CHESHIRE, SECTION 3, PART 3 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$88,500.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 30 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set

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forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$89,100.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,450.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

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

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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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. Wuertz              Aye              Mr. Ward              Aye              Mrs. Martin              Aye

**RESOLUTION NO. 00-432**

**IN THE MATTER OF APPROVING REVISED BID DATE OPENING AND TIME FOR ALUM CREEK EFFLUENT LINE CONTRACT S99-3:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the revised set bid opening date and time for Tuesday, May 30, 2000, at 2:00 PM.

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

**RESOLUTION NO. 00-433**

**IN THE MATTER OF APPROVING THE INTER-GOVERNMENTAL AGREEMENT FOR THE DELAWARE-MORROW-ASHLAND-RICHLAND-CRAWFORD-KNOX (DMARCK) COUNCIL OF GOVERNMENTS (COG):**

**INTER-GOVERNMENTAL AGREEMENT  
FOR THE DELAWARE-MORROW-ASHLAND-RICHLAND-CRAWFORD-KNOX (DMARCK)  
COUNCIL OF GOVERNMENTS (COG)**

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

This Agreement, entered into by and between the Counties of Delaware, Morrow, Ashland, Richland, Crawford, and Knox (DMARCK) in the State of Ohio, hereinafter referred to as the "Parties", do hereby agree to form a Council of Governments (COG) to assist in the implementation of the Workforce Investment Act (WIA) programs. This Agreement becomes effective July 1, 2000, and shall remain in effect until June 30, 2001. This Agreement can be terminated with 30 days written notice from any Party.

WHEREAS, the WIA, enacted by the Congress of the United States, is designated to meet the complex workforce development problems of the nation, and

WHEREAS, the Parties recognize that workforce development issues transcend governmental jurisdiction boundaries; and

WHEREAS, the Parties recognize that there exists a mutual interest in the solution of these problems; and

WHEREAS, the Parties recognize and understand that cooperation in the planning and administration of programs and projects designed to provide workforce development, job training and employment opportunities for a wide array of unemployed or underemployed persons would best serve their common interests;

NOW THEREFORE, the Parties hereto do mutually agree as follows:

1. This Council of Governments (COG) is established expressly for the purpose of conducting workforce development programs under the provisions of the WIA, and implementing State and Federal regulations, and shall be named the Delaware-Morrow-Ashland-Richland Crawford-Knox Council of Governments (DMARCK COG).

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2. The units of government which will be served by this Agreement are Delaware, Morrow, Ashland, Richland, Crawford, and Knox Counties in the State of Ohio, a Regional Council of Governments within the meaning of the Ohio Revised Code, Chapter 167, established on June 3, 1983.
3. The total population to be served is 403,781; Ashland County - 52,237, Crawford County 47,217, Delaware County - 92,209, Knox County - 53,309, Morrow County - 31,467, @ Richland County- 127,342. (Source U.S. Census Bureau 1998 Population estimates)
4. The Parties hereto certify that no local or state law prohibits the rendering of services to be provided under this inter-governmental Agreement within the geographical areas covered by this Agreement.
5. Each Party certifies that it has legal authority pursuant to constitutional, statutory, and/or implied powers to enter into this inter-governmental Agreement.
6. The Parties hereto certify to the Governor of the State of Ohio that the WIA plan and modifications thereof, submitted to the Governor, shall be signed, as required, by the Chairperson of the DMARCK COG, who shall be a Chief Elected Official (County Commissioner) of one of the Parties. In the absence of the Chairperson, any member of the DARCK COG is authorized to sign said WIA plan. By these signatures, full liability is assumed by the DMARCK COG..
7. The Parties to this Agreement shall fulfill the following functions and responsibilities.
  - A. Maintain ultimate fiscal responsibility for the WIA Program in the area;
    1. Each Party shall be individually responsible for the resolution of all audit findings and will allocate monies to pay costs associated with monitoring/audit findings/sanctions as a result of inappropriate activities or expenditures in that county. Disallowed costs will not be shared by the Parties.
    2. All Parties will follow ODHS/ODJFS and WIA fiscal policies relative to procurement, auditing, fiscal monitoring, and overall program administration. All Parties have designated the County Dept. of Human Services (or CDJFS) to be the Workforce Development Act (WIA) Agency and the WIA fiscal agent. The CDJFS offices will provide the following supports to the DMARCK COG:
      - local planning support such as helping write the local plan, communicating local planning information to local elected officials, the WLA Board, OneStop partners or other stakeholders;
      - local grant administration;
      - development of local policy manuals and procedures;
      - provide or arrange for technical assistance and training for local program operators, service providers, One-Stop operators, etc.
        - conduct oversight and monitoring for all WIA programs/activities; supports local information technology infrastructure;
      - procurement and inventory control;
      - human resources function; and
      - operation of selected WIA services.
  - B. Jointly set policy with the Workforce Policy Board.
  - C. Jointly approves WIA plans for funding with the Workforce Policy Board.
  - D. Administrative functions will be housed at each CDJFS office.
8. A DMARCK COG Board of Governors shall be established in order to carry out these functions and responsibilities:
  - (a) The Board shall consist of eighteen (18) members, all of whom shall be County Commissioners. These members are:
    - Delaware County 3 County Commissioners
    - Morrow County 3 County Commissioners
    - Ashland County 3 County Commissioners

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Richland County 3 County Commissioners  
Crawford County 3 County Commissioners  
Knox County 3 County Commissioners

- (b) Membership on the DMARCK COG Board shall be for the life of this Agreement.
- (c) If a Board Member is unable to complete his/her term, said Member shall notify the DMARCK COG Board of the proposed change in representation in writing at least ten (10) days prior to the meeting that such change is to become effective (when practical and possible.)
- (d) Meetings may be accomplished by electronic means such as conference calls or teleconferences.
- (e) A quorum for all meetings shall be one-half of the membership. Of the members present, at least one (1) shall be from each County.
- (f) A Chairperson shall be elected by majority vote of the DMARCK COG Board members to serve a one-year term, and must be one of the Parties signatory to this Agreement. A Vice-Chairperson shall also be elected for a one-year term, and shall serve as Chairperson in the absence of the Chairperson. These officers may be re-elected to serve no more than 2 consecutive terms.

If either the Chairperson or the Vice-Chairperson leaves office prior to the completion of his/her term, the DMARCK COG Board shall elect a replacement from among its members, to serve for the completion of a term.

- (g) The DMARCK COG Board shall hold at least one (1) regularly scheduled public meeting each calendar quarter. Special meetings may be called at the request of any Board Member by making a written request to the Board Chairperson three (3) days prior to the time requested for such a meeting. Verbal notification of all Board Members must be accomplished prior to the meeting, with follow-up written consent to be filed with the Chairperson at the earliest possible time.

Proper notification of the local media must occur prior to the meeting. All Board Members must be notified. Any special meetings of the Board, which are convened, shall be limited in scope to discussion of the specific issue for which the meeting was called and notice given. Majority vote of the DMARCK COG Board shall be required to pass a motion, and shall be publicly recorded. Notice of all meetings shall comply with Ohio Revised Code Section 121.22 (Ohio Sunshine Law).

- 9. The DMARCK COG shall create an office called the DMARCK Job Training Office. The DMARCK Job Training Office will be available to assist in the operation of WIA programs in the DMARCK region either by contract or memorandum of understanding upon request by the DHS/CDJFS, who are the designated workforce development agencies in each county. The DMARCK Job Training Offices are located at 1495 West Longview Avenue, Suite 101, Mansfield, Ohio 44906, 419-747-2208, and at 75 S. Cherry St., Mt. Gilead, Ohio 43338, 419-946-8480.

The DMARCK COG Board and Workforce Policy Board shall reserve the right of evaluation, and to dissolve the DMARCK Job Training Office if Federal, State, or Local laws have been violated or performance standards are not met on an annual basis.

- 10. The power, duties, and responsibilities of the DMARCK COG Board shall be:
  - (a) To approve, disapprove, or amend, the operational plans and budgets developed the DMARCK COG Job Training Office and the Regional Workforce Policy Board.
  - (b) To authorize and empower the Chairperson of the DMARCK COG Board to sign, execute, and do all things incident and necessary to properly submit WIA applications and any necessary modifications thereto, to the Governor of the State of Ohio, regarding the WIA grant or other special Training Plans or grants. Decisions shall be made by the majority vote of the DMARCK COG.
  - (c) The DMARCK COG shall establish a Regional Workforce Policy Board pursuant to the Workforce Investment Act section 117 (b) and WIA section 117 (c)(1)(B). The Regional Workforce Policy Board (WPB) will consist of 13 members, 7 of who are from the private sector, with 2 members from each county (Party) and a Chairperson from the private sector.
  - (d) The Chief Elected Officials shall also participate in the planning and operations of the

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program by discussing and voting on the issues brought before them by the Regional Workforce Policy Board.

- (e) Any monetary incentives received by the DMARCK COG for good performance in partnering at the regional level, will be shared by the Parties involved based on county populations or allocations.

- 11. The DMARCK COG will maintain the present One-Stop system (called the Jobs Ohio OneStop System) and include both electronically linked and full service One-Stop sites. All WIA training and services will be available at full service One-Stop sites are identified in the in the 5 year WIA plan for the DMARCK region.
- 12. All Parties agree that all WIA funds will be for the good of the region and the Parties will consider sharing WIA funds as needed.
- 13. Any disputes that the Parties cannot resolve will be referred to the Governor's Workforce Policy Board for dispute resolution assistance.

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

**RESOLUTION NO. 00-434**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBUS STATE COMMUNITY COLLEGE:**

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

PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
AND  
COLUMBUS STATE COMMUNITY COLLEGE

This Contract is made and entered into on the 22<sup>nd</sup> day of May between Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the COLUMBUS STATE COMMUNITY COLLEGE, hereinafter referred to as the "CSCC".

- 1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDHS and CSCC for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
- 2. **AGREEMENT PERIOD:** This Contract will be effective from May 22, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
- 3. **LIMITATION OF SOURCE OF FUNDS:** Provider 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. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricula activities, etc.) are provided to youth the service provider must receive a letter from the school stating that this is not a service provided by the school system.

- 4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the CSCC for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$14,770.00 for FY 2000 and \$59,080.00 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program. The CSCC agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The CSCC will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies,

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facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The CSCC must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. CSCC will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide CSCC with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The CSCC shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** CSCC warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the CSCC agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The CSCC 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 DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** CSCC 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 DCDHS's final expenditure report, and/or 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 DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, CSCC 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.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** CSCC agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the CSCC.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** CSCC 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

The CSCC agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The CSCC agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. CSCC is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** CSCC and DCDHS 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 DCDHS or CSCC responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and CSCC 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 provider 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.



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16. FAIR HEARING: DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The CSCC and its Providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. 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.
18. RESPONSIBILITIES OF DCDHS: Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. PERFORMANCE STANDARDS: Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership Agreement between the state and Delaware County. As these performance standards are refined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. MONITORING AND EVALUATION: DCDHS and CSCC will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. TERMINATION: This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) 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.
22. 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 provider has been reduced or improved.
  - The maximum unit rate has varied significantly from actual cost.
  - The provider fails to meet the necessary state and federal licensing requirements.
23. 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.
24. 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 the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The CSCC 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
26. DRUG-FREE WORKPLACE: The CSCC certifies and affirms that, as applicable to the DCDHS, 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                      Mr. Ward                      Aye                      Mrs. Martin                      Aye                      Mr. Wuertz                      Aye

**RESOLUTION NO. 00-435**

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
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**IN THE MATTER OF APPROVING THE SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND TURNING POINT:**

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

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
AND  
TURNING POINT**

This Contract is made and entered into on the 22<sup>nd</sup> day of May between Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the TURNING POINT, hereinafter referred to as the "TURNING POINT".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDHS and TURNING POINT for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from May 22, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider 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. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricula activities, etc.) are provided to youth the service provider must receive a letter from the school stating that this is not a service provided by the school system.

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the TURNING POINT for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$11,029.34 for FY 2000 and \$66,176.04 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The TURNING POINT agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The TURNING POINT will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The TURNING POINT must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. TURNING POINT will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide TURNING POINT with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The TURNING POINT shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.

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8. **DUPLICATE BILLING/OVERPAYMENT:** TURNING POINT warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the TURNING POINT agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The TURNING POINT 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 DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** TURNING POINT 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 DCDHS's final expenditure report, and/or 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 DCDHS.
- If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, TURNING POINT 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.
11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** TURNING POINT agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the TURNING POINT.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** TURNING POINT 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
- The TURNING POINT agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. The TURNING POINT agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. TURNING POINT is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** TURNING POINT and DCDHS 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 DCDHS or TURNING POINT responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and TURNING POINT 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 provider 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.
16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The TURNING POINT and its Providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. **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.

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- 18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
- 19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership Agreement between the state and Delaware County. As these performance standards are refined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
- 20. **MONITORING AND EVALUATION:** DCDHS and TURNING POINT will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
- 21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) 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.
- 22. **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 provider has been reduced or improved.
  - The maximum unit rate has varied significantly from actual cost.
  - The provider fails to meet the necessary state and federal licensing requirements.
- 23. **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.
- 24. **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 the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
- 25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The TURNING POINT 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
- 26. **DRUG-FREE WORKPLACE:** The TURNING POINT certifies and affirms that, as applicable to the DCDHS, 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. 00-436**

**IN THE MATTER OF APPROVING CHANGE ORDER WITH JESS HOWARD ELECTRIC COMPANY ON THE ADDITION AND RENOVATION TO THE CARNEGIE LIBRARY BUILDING:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Change Order for Electrical Contract:

Original Contract Sum	\$ 425,777.00
Previously authorized Change Orders	6,619.25
Increased by this Change Order	15,505.60
Total Contract Price	\$ 447,901.85

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

**RESOLUTION NO. 00-437**

**IN THE MATTER OF A SPACE AGREEMENT FOR THE DELAWARE COUNTY BOARD OF**

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**HEALTH:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the resolution as submitted but after discussion the motion was withdrawn:

**RESOLUTION NO. 00-438  
IN THE MATTER OF SPACE AGREEMENT FOR THE DELAWARE COUNTY BOARD OF  
HEALTH:**

It was moved by Mr. Wuertz and seconded by Mrs. Martin to approve the resolution as follows :

Whereas, the Delaware City-County Health Department has been located in properties owned by the County Commissioners at 109 and 115 North Sandusky, and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY that the Board of Commissioners will continue to allow the Delaware City-County Health Department to reside in the properties at 109 and 115 North Sandusky with no rental cost until October 2001.

Further be it resolved that the Board of County Commissioners will continue to provide the necessary maintenance on the current facilities; in accordance with the current arrangements until the Delaware City-County Health Department has moved into new quarters.

**RESOLUTION NO. 00-439**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS  
AT 10:20 AM:**

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

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

**RESOLUTION NO. 00-440**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:43 AM:**

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

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

**May 25, 2000**

10:00 AM -Bid Opening for Voter Registration System and Election Management System

Election System & Software                            \$104,500.00

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin  
  
\_\_\_\_\_  
James D. Ward  
  
\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners