

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 27, 2001

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

Present: James Ward, Deborah Martin, Donald Wuertz

10:00 AM – Bid Opening for 2001 Pavement Marking Project

7:45 PM – Public Hearing for Annexation Petition Filed for 3.364 Acres from Delaware Township to City of Delaware

8:00 PM – Public Hearing for Annexation Petition Filed for 19.982 Acres from Berkshire Township to Village of Galena

PUBLIC COMMENT – Sheriff Myers informed the Commissioners he would like to give a 1986 truck to the Delaware County Fair.

RESOLUTION NO. 01-937

IN THE MATTER OF APPROVING THE TRANSFER OF TITLE FROM DELAWARE COUNTY TO THE DELAWARE COUNTY FAIR FOR A FOUR WHEEL DRIVE 1986 CHEVROLET PICK-UP TRUCK:

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

Whereas, Sheriff Myers has a Chevrolet 1986 Pick-up truck that he cannot use, and

Whereas, The Delaware County Fair is in need of a pick-up truck.

Therefore be it resolved, The Delaware County Commissioners will give title for this vehicle to the Delaware County Fair.

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

RESOLUTION NO. 01-938

IN THE MATTER OF ADOPTING A RESOLUTION TO REDUCE THE MILLAGE AT WHICH PROPERTY TAXES WILL BE COLLECTED IN DELAWARE COUNTY IN TAX YEAR 2001:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio has determined that it is appropriate to reduce the rate of property tax that the County presently levies for current expenses within the ten-mill limitation; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio desires to ensure that a property tax reduction for the citizens of Delaware County is not nullified by any other taxing unit levying the portion of the rate that the County does not levy; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio is authorized to reduce the rate at which property taxes are collected by the provisions of Ohio Revised Code §5705.313(A)(2); and

WHEREAS, the present millage rate for current expenses of the county is 1.8 mills and the number of mills not currently levied is 1.0 mill, as established by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, duly passed on July 27, 1998, approved at general election by the electors of Delaware County, Ohio on November 3, 1998 by a vote of 22,922 in favor and 12,004 against, and effective January 1, 1999; and

WHEREAS, the 1.0 mill reduction in the rate of property tax collected in Delaware County, Ohio, pursuant to Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, is effective for a period of ten years from January 1, 1999; and

WHEREAS, the sales and use taxes implemented by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio will generate revenue in excess of any reduction in the collection rate of the inside property tax millage authorized by this resolution and Resolution 98-598;

NOW THEREFORE BE IT RESOLVED: by the Board of County Commissioners of Delaware County:

- 1. That the present 1.8 mill property tax levy for current expenses of the General Fund within the 10 mill limitation shall be reduced to 1.0 mills for the tax year 2001 in accordance with Ohio Revised Code

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§5705.313(A)(2).

2. That the 0.8 mill reduction in the collection rate of the inside property tax millage implemented by this resolution shall be effective in the year 2002 only.

3. That the Board of County Commissioners of Delaware County, Ohio direct the County Administrator of Delaware County, Ohio to prepare a budget projection in year 2002 in order to determine the tax revenue for Delaware County.

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

RESOLUTION NO. 01-939

IN THE MATTER OF APPROVING VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 314184 THROUGH 314326:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 314184 through 314326 and Purchase Orders and Vouchers as listed below:

Vouchers

1B09606	Polaris Mall LLC	Polaris Public Roads Improvement	8611-4020	\$ 200,651.44
1P09781	International Mailing Services	New Software & Hardware for Mailroom	0020-4106	\$ 13,820.00

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

RESOLUTION NO. 01-940

IN THE MATTER OF RECOGNIZING DICK SNOUFFER FOR HIS SERVICE AND COMMITMENT TO THE DELAWARE COMMUNITY

It was moved by Mrs. Martin, seconded by Mr. Wuertz

Whereas, Dick Snouffer has provided exemplary leadership, commitment and service to the Delaware Community for 35 years, and

Whereas, Dick has been a leader in mental health and substance abuse since 1966, and

Whereas, Dick has been described as a pioneer and leader in ensuring we as a community are responsive to the needs of people with mental illness & substance abuse problems, and

Whereas, Dick is a strong voice for prevention efforts particularly among youth, and

Whereas, Dick was principal of Hayes High School and Director of the Red Cross both for 16 years, and

Whereas, Dick has provided untiring leadership and commitment to community groups such as United Way, Rotary, and Athletic Associations, and

Whereas, Dick as been instrumental in community support for local levies, programs and resources, and

Whereas, Dick, even at 71 years of age, is still committed to the Delaware community and service is still paramount in his life of giving.

Therefore Be It Resolved, the Delaware County Commissioners hereby recognizes Dick Snouffer's service to Delaware County. On behalf of the citizens of Delaware County especially those families who face the challenge of mental illness and substance abuse, the board publicly recognizes Dick Snouffer's contributions, thank him and wish him continued success.

Further Be It Resolved, the Clerk of the Board of Commissions shall cause this resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 01 - 941

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM TAMARKIN COMPANY DBA GIANT EAGLE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

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Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Tamarkin Company DBA Giant Eagle has requested a new D-2 permit located 55 Meadow Park Avenue, Lewis Center, Ohio and

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

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

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

RESOLUTION NO. 01 - 942

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM J J GREATER ENTERTAINMENT INC., DBA WHOLLY JOES AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that J J Greater Entertainment Inc., DBA Wholly Joes has requested a new D-1 permit located 1182 E. Powell Road, Lewis Center, Ohio 43240 and

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

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

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

RESOLUTION NO. 01 - 943

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM MEIJER STORES LIMITED PARTNERSHIP DBA MEIJER GAS STATION 143 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Meijer Stores Limited Partnership DBA Meijer Gas Station 143 has requested a new C1-C2 permit located 8872 Columbus, Pike, Lewis Center, Ohio 43035 and

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

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

Vote on Motion Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward No

RESOLUTION NO. 01 - 944

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM COMMEND INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Commend Inc. has requested a new D5 permit located at 3978 Powell Road, Powell, Ohio 43065

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has

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responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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

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

RESOLUTION NO. 01 - 945

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

OECC is requesting that Bryan Fox and James Carey attend the Wastewater Analyst Workshop at Columbus on September 14, 2001, in the amount of \$240.00.

Job and Family Services is requesting that Marcy Downing, John Reeves and Carrie Block attend the PCSAO Conference at Worthington on September 13 through September 14, 2001, in the amount of \$525.00.

Emergency Medical Services is requesting that John Tracy and Perline Howald attend an Investigation of Employee Conduct and Discipline Procedures Conference at Polaris Training and Conference Center on September 25, 2001, in the amount of \$270.00.

Emergency Medical Services is requesting that Bill Barks attend the annual NAEMSE/CoAEMSP Educational Symposium at Pittsburgh, PA on September 13, 2001, through September 15, 2001, in the amount of \$1036.10.

Emergency Medical Services is requesting that 11 full time employees (10 medics and 1 intermediate) attend a Child Passenger Safety Training Course at Columbus from August 29 through September 29, 2001, at no cost.

Commissioners are requesting that Dave Cannon attend the Ohio GFOA Conference at Columbus on September 19 through September 21, 2001, in the amount of \$255.00.

Juvenile Court is requesting that seven employees attend a conference on Family Court at Cincinnati on September 24 though September 26,2001, in the amount of \$849.50.

County Engineer is requesting that Rob Riley attend the Ohio Construction Contracting for Public Entities at Columbus on September 25, 2001, in the amount of \$289.00.

County Engineer is requesting that Chris Bauserman attend the National Pavement Preservation Forum 2001 at San Diego, California on November 6 through November 8, 2001, in the amount of \$1,038.50.

Job and Family Services is requesting that eight employees attend the PCSAO Conference at Columbus on September 12 through September 14, 2001, in the amount of \$1,667.00.

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

RESOLUTION NO. 01-946

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

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0120-035 Gen Fund/Comm - Contingency	001-0120-020 Gen Fund/Comm - Srvs & Chrgs	\$ 40,000.00
131-1310-040 ISP - Equip	131-1310-020 ISP - Srvs & Chrgs	\$ 1,500.00

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

RESOLUTION NO. 01-947

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**IN THE MATTER OF APPROVING PLATS FOR RESUBDIVISION OF LOT 1778 WEDGEWOOD;
SCIOTO RESERVE, SECTION 3, PHASE 3; AIDA SUBDIVISION; PLAN FOR WOODS ON
SELDOM SEEN, PHASE III, SECTION 2 AND DITCH MAINTENANCE PETITION
FOR SCIOTO RESERVE, SECTION 3, PHASES 3 & 4:**

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

Resubdivision of Lot 1778 Wedgewood

Situated in the Township of Liberty, County of Delaware, State of Ohio, and being located in the lot NO.12 of the Quarter Township 3, Township 3 Range 19 of the United States Military Lands and being all of lot 1778 of Wedgewood, Section 6 as Recorded in the Plat Cabinet 1 Slides 92 and 93 and being part Of those lands Conveyed to RENNOB Inc. By Deed of Record in Deed book 421. Page 216, Records Office, Delaware County, Ohio. Cost \$9.00

Scioto Reserve, Section 3, Phase 3

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Section 2, Township 3, Range 19 West, United States Military Lands, containing 3.160 acres in farm lot 17, 0.499 acres in farm lot 31, and 16.143 acres in farm lot 32, being 19.331 acres out of the 81.658 acre tract conveyed to Triangle Properties, Inc. in Deed Book 663 at pages 653, 656 and 659, and 0.471 acres out of the 121.758 acre tract conveyed to Triangle Properties, Inc. in Deed Book 663 at page 648, in all, 19.802 acres, more or less, including 2.238 acres of right-of-way, records of the recorder’s office, Delaware County, Ohio. Cost \$105.00

AIDA Subdivision

Situated in the Township of Troy, County of Delaware, State of Ohio and being part of Farm Lots 14 and 15, Quarter –Township 1, Township 5, Range 19 in the United States Military Lands. Being a subdivision of an original 10.282 acre tract owned by Dirt LLC, an Ohio Limited Liability Company, also know as Dirt Land Company LLC, as recorded in Original Record volume 13, Page 1636 in the Delaware County Recorder’s Office. Cost \$9.00.

Woods on Seldom Seen, Phase III, Section 2, Site Development Plan

Part of Farm lots 2,3, and 23, section 3, Township 3N, Range 19W United States Military Lands, Liberty Township, Delaware County, State of Ohio. No cost.

Scioto Reserve, Section 3, Phases 3 & 4 – Ditch Maintenance Petition

We the undersigned owners of 29.86 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Scioto Reserve, Section 3, Phases 3 & 4 as evidenced by the subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Scioto Reserve, Section 3, Phases 3 & 4 Subdivision.

The cost of the drainage improvements is \$188,420.68 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. Sixty-seven lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,736.86 per lot. An annual maintenance fee equal to 2% of this basis \$54.74 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$3,667.39 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-948

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**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SHERBROOK, PHASE 7;
SHERBROOK, PHASE 8; PIATT MEADOWS, SECTION 2, PHASE 2; PIATT MEADOWS, SECTION
2, PHASE 3 AND SUMMERFIELD VILLAGE, SECTION 2, PHASE 2:**

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

Sherbrook, Phase 7

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, County Engineer has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, County Engineer recommend that the maintenance bond be set at **\$85,000** for the duration of the one-year maintenance period. An Amendment to the developer's original Letter of Credit for that amount is currently in place.

Sherbrook, Phase 8

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, County Engineer has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, County Engineer recommend that the maintenance bond be set at **\$48,000** for the duration of the one-year maintenance period. An Amendment to the developer's original Letter of Credit for that amount is currently in place.

Piatt Meadows, Section 2, Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, County Engineer has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, County Engineer recommend that the maintenance bond be set at **\$33,000** for the duration of the one-year maintenance period. A bond for that amount is in place.

Piatt Meadows, Section 2, Phase 3

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, County Engineer has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, County Engineer recommend that the maintenance bond be set at **\$26,000** for the duration of the one-year maintenance period. A bond for that amount is attached.

Summerfield Village, Section 2, Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, County Engineer has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider's Agreement, County Engineer recommend that the maintenance bond be set at **\$24,000** for the duration of the one-year maintenance period. A bond for that amount is in place.

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

RESOLUTION NO. 01-949

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR RIGHT-OF-WAY
IMPROVEMENTS FOR CANDLELITE LANE:**

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

Right-of-Way Improvements for Candlelite Lane

THIS AGREEMENT made and entered into this 27th day of August 2001, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ONE POLARIS COMPANY, LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**RIGHT-OF-WAY**

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IMPROVEMENTS FOR CANDLELITE LANE” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$115,800)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and the current “Subdivision Regulations of Delaware County, Ohio.”
- 4) The **SUBDIVIDER** shall deposit **NINE THOUSAND THREE HUNDRED DOLLARS (\$9,300)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- 5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 6) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 7) The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2002**.
- 8) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**
- 9) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 10) If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 12) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 01-950

IN THE MATTER OF ACCEPTING BONDING FOR SCIOTO RESERVE, SECTION 3, PHASE 3:

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

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developers are now at a point where they would like to file the plat. The County Engineer has, therefore, estimated the remaining construction costs to be **\$336,316** and a Letter of Credit in that amount is in place to cover the bonding of this project.

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

RESOLUTION NO. 01-951

IN THE MATTER OF APPROVING TO TAKE ACTION AGAINST BOND FOR MARINER’S WATCH, SECTION 3:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve to take action on bond:

In May 1998, your Board executed a Subdivider’s Agreement with Homewood Corporation for the referenced project. Since that time, the developer has been granted an extension to complete this work. In April of this year, we sent the developer a letter outlining the outstanding items needed to complete this project. In August of this year, we sent another letter advising that this work still needed to be completed. As of this date, we have received no response from the developer. As their maintenance bond is due to expire on August 31, 2001, we are requesting approval to take action against this bond should the developer not complete this work prior to the

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expiration date.

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

RESOLUTION NO. 01-952

IN THE MATTER OF ACCEPTING ROADS IN TARTAN FIELDS, PHASE 14:

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

Tartan Fields, Phase 14

- **Brodie Boulevard**, to be known as **Township Road Number 991**
- **Archer Lane**, to be known as **Township Road Number 992**
- **Cartgate Court**, to be known as **Township Road Number 993**

County Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

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

RESOLUTION NO. 01-953

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR TARTAN FIELDS, PHASE 14:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to establish stop conditions:

Tartan Fields, Phase 14

- On Township Road Number 991, Brodie Boulevard, at its intersection with County Road Number 129, Concord Road
- On Township Road Number 992, Archer Lane, at its east and west bound intersections with Township Road Number 991, Brodie Boulevard
- On Township Road Number 993, Cartgate Court, at its intersection with Township Road Number 991, Brodie Boulevard

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

RESOLUTION NO. 01 -954

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010133	Suburban Natural Gas	Walker Wood Section 14	Install gas main
U010134	Suburban Natural Gas	Wilshire Estates Section 5, 2	Install gas main
U010135	Suburban Natural Gas	Wilshire Estates Section 5,1	Install gas main
U010136	Suburban Natural Gas	Bryn Mawr Section 2,2	Install gas main
U010137	Del-Co Water	Timmer Road	Install waterline
U010138	Del-Co Water	Timmer Road	Install waterline
U010139	Del-Co Water	Beech Tree Lane	Install waterline
U010140	Del-Co Water	Peerless Road	Install waterline
U010141	Del-Co Water	Porter Central Road	Install waterline

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

RESOLUTION NO. 01-955

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DE-ICING SODIUM CHLORIDE FOR THE WINTER SEASON OF 2001-2002:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve specifications and set bid opening date and time for **Monday, September 17, 2001, at 10:00 AM at 50 Channing Street, Delaware, Ohio.**

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

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RESOLUTION NO. 01-956

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND RAYMOND PROFESSIONAL GROUP FOR PREPARATION OF PLANS FOR LIBERTY ROAD IMPROVEMENTS:

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

AGREEMENT, made and entered into this 27th day of August 2001, by and between the *Delaware County Commissioners*, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and *Raymond Professional Group, Inc.*, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the lump sum amounts of \$46,114.00 (Forty six thousand one hundred fourteen dollars and zero cents), based on as Scope of services dated July 20, 2001 and cost proposal of the same date is to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services to prepare construction plans for the project know as Liberty Road Improvements Project, **Delaware County, Ohio**. Compensation to be paid monthly as a percentage of completed work.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer. Work is to be completed on or before September 21, 2001.

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

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

RESOLUTION NO. 01-957

IN THE MATTER OF APPROVING THE PROJECT COOPERATIVE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND CITY OF COLUMBUS PUBLIC UTILITIES DEPARTMENT WATER DIVISION FOR REPLACEMENT AND MAINTENANCE OF THE HOME ROAD BRIDGE OVER THE O'SHAUGHNESSY RESERVOIR:

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

This agreement made upon the date of execution by the last signator between the Board of County Commissioners Delaware County, Ohio hereinafter referred to as Delaware County and the City of Columbus Public Utilities Department Water Division hereinafter referred to as the City of Columbus,

WHEREAS, Home Road (County Road 124 hereinafter referred to as CR124) has utility to the general public of Delaware County, Ohio and the City of Columbus, being an important arterial link within the highway systems for through traffic, and the public interest demands its continued safe and efficient use; and

WHEREAS, the existing Home Road Bridge is considered to be functionally obsolete and structurally deficient; and

WHEREAS, the existing road approaches and the bridge are narrow and do not meet current standards; and

WHEREAS, said roadway and bridge are within the boundaries of Delaware County, Ohio; and

WHEREAS, portions of said approach roadway and bridge are on lands owned by the City of Columbus; and

WHEREAS, Delaware County and the City of Columbus entered into an agreement in 1974 regarding the maintenance and replacement of the Home Road Bridge; and

WHEREAS, Delaware County and the City of Columbus have determined it necessary to make improvements to the Home Road (CR 124) Bridge over the O'Shaughnessy Reservoir and necessary improvements to the approach road and the east bridge approach slab from State Route 257; and

WHEREAS, Delaware County has further determined it necessary to make improvements to Home Road (CR124) from State Route 745 to the west approach slab; and

WHEREAS, both parties have agreed that the consultant selection process to be followed is that required under Ohio Revised Code Section 153.65 to 153.71.

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NOW, THEREFORE, Delaware County and the City of Columbus through the Director of Public Utilities do hereby mutually agree to cooperate in the planning, design, construction and to share in the cost and expense of the proposed improvement as follows:

Delaware County will:

1. Board of Commissioners of Delaware County by resolution shall declare the improvements necessary and agree to cooperate in said improvements with the City of Columbus.
2. Delaware County Engineer shall review all plans, specifications and estimates for proposed improvements.
3. Delaware County Engineer shall have general charge and administration of all contracts associated with the design and construction of said improvements.
4. Delaware County shall approve final construction plans, specifications, standards, estimates and plats necessary to construct said improvements that are acceptable and recommended by the Delaware County Engineer.
5. Delaware County Engineer shall prepare bid documents and the Delaware County Commissioners with the assistance and advise of the County Engineer shall advertise, take bids and administer the construction contract.
6. Delaware County shall acquire any needed rights-of-way for the proposed improvement.
7. Delaware County shall coordinate necessary utility relocation and or adjustments for the proposed improvements through the direction of the County Engineer.
8. Delaware County shall provide construction engineering and inspection.
9. Delaware County Engineer shall conduct a final inspection with the City of Columbus before the improvements are accepted by Delaware County.
10. The parties hereto agree that the necessary improvements may be completed in phases. Both parties agree that the improvements will be designed in such a manner that the substructure units and the superstructure may be widened and improved at an undetermined point in the future to four total traffic lanes with bike-way/sidewalk. Delaware County shall participate in the cost of the proposed improvements as follows:
 - a. Delaware County shall pay one-third (1/3) of the cost of the design of the proposed Phase One Improvements and one hundred percent (100%) on Phase Two Improvements as follows:
 - i. Phase One – design includes the following: design and upgrading of improvements to the existing two lanes; widening the substructure to accommodate a future additional two lanes, a combination bikeway and sidewalk and approach roadwork.
 - ii. Phase Two – design for widening the superstructure to accommodate future two additional lanes.
 - b. As the improvements are made:
 - (i) Delaware County shall pay one-third (1/3) of the cost of the proposed Phase One improvements consisting of upgrading the existing lanes, a widened substructure, a combination bikeway and sidewalk and the approach roadwork on the City of Columbus property.
 - (ii) Delaware County shall pay one hundred percent (100%) of the cost of the roadwork on Home Road from State Route 745 to the west approach of the bridge and the east approach slab to St. Rt. 257.
 - (iii) Delaware County shall pay one hundred percent (100%) of the right-of-way acquisition cost for all portions of the improvement not on City owned lands.
 - (iv) Delaware County shall pay one hundred percent (100%) of the Phase Two improvements the future two lane superstructure widening.
11. The parties shall provide for the perpetual maintenance and operation of the completed improvements and costs for this shall be paid by the County and City as follows: Delaware County shall upon completion of Phase One Improvements to the two-lane existing bridge, widened substructure with sidewalk and bikeways pay one-third (1/3) of the cost for perpetual maintenance, rehabilitation, replacement and future engineering costs except those anticipated improvements in Phase Two which would be the future additional two lane widening of the superstructure which shall be paid one hundred percent (100%) by the County. Upon completion of both phases of the improvements as contemplated by this agreement Delaware County shall be responsible for thirty-three percent (33%) of the cost of perpetual maintenance, rehabilitation, replacement and future engineering costs for Phase One and one hundred percent (100%) for Phase Two.

The City of Columbus (Division of Water) will:

1. Declare the portions of the improvements within City owned property necessary and agree to cooperate in said improvements with Delaware County and declare the Delaware County Engineer and Delaware County Commissioners the lead agencies for this improvement and shall request that the Columbus City Council adopt the appropriate legislation.
2. The City of Columbus shall enter into any necessary agreements with the County of Delaware to complete the terms of this agreement.
3. The City of Columbus shall review and approve plans, specifications and estimates for the proposed

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- improvements.
- 4. The City of Columbus shall participate in the final inspection with Delaware County prior to the acceptance of the improvements by Delaware County.
- 5. The City of Columbus shall participate in the cost of the proposed improvements as follows:
 - a) The City of Columbus shall pay two-thirds (2/3) of the cost of the design of the proposed Phase One Improvements and nothing on Phase Two Improvements as follows:
 - (i) Phase One – design includes the following: design and upgrading of improvements to the existing two lanes; widening the substructure to accommodate a future additional two lanes, a combination bikeway and sidewalk and approach roadwork.
 - (ii) Phase Two – design for widening the superstructure to accommodate future two additional lanes.
 - b) As the improvements are made:
 - (i) City of Columbus shall pay two-thirds (2/3) of the cost of the proposed Phase One Improvements to the existing bridge consisting of upgrading the existing two traffic lanes with a bikeway and sidewalk and the approach roadwork on the City of Columbus’ property.
 - (ii) City of Columbus shall have no financial responsibility towards the cost of the Phase Two Improvements to widen the superstructure accommodate an additional two lanes.
- 6. Upon completion, the parties shall provide for the perpetual maintenance and operation of the completed improvements.
 - (i) City of Columbus shall upon completion of Phase One be responsible for two-thirds (2/3) of the cost of the perpetual maintenance, rehabilitation, replacement and future engineering costs.
 - (ii) City of Columbus shall have no financial obligations towards the cost of perpetual maintenance, rehabilitation, replacement and future engineering costs for said Phase Two Improvements.
- 7. By this agreement the parties make no representation that the City of Columbus Division of Water will participate in the cost of any future widening of the superstructure to four lanes, should that widening occur.
- 8. The City of Columbus’ obligations under this contact are contingent upon approval of all necessary appropriations by the Columbus City Council and certification by the Columbus City Auditor.

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

RESOLUTION NO. 01-958

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chad Reckart has completed his temporary assignment as Intern for Lands and Buildings; effective date of his termination of temporary assignment is August 24, 2001.

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

THE RESOLUTION 01-959

IN THE MATTER OF AUTHORIZING EXECUTION OF AN AGREEMENT WITH VITITOE CONSTRUCTION, INC. FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE FY00 CDBG FORMULA PROGRAM VILLAGE OF ASHLEY STORM DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to authorize the execution of an Agreement with Vititoe Construction:

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

WHEREAS, the construction of drainage facilities is an eligible activity to be funded under the CDBG Formula Program; and

WHEREAS, funding, in the amount of Fifty-six Thousand Dollars (\$56,000) has been provided to Delaware County through the FY00 CDBG Formula Program, and funding in the amount of Thirty Thousand Dollars (\$30,000) is to be provided from Delaware County’s Revolving Loan Fund as an infrastructure grant, and funding in the amount of Two Hundred and Ten Thousand Dollars (\$210,000) is to be provided from the Ohio Public Works Commission’s (OPWC’s) Issue II Program, and funding in the amount of Six Thousand Seven Hundred and Eighty-nine Dollars (\$6,789) is to be provided from the Village of Ashley, for the Village of Ashley Storm Drainage Improvement

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Project, which consists of the installation of approximately 2,625 linear feet of storm sewers and 20 catch basins and miscellaneous storm drainage collection support facilities; and

WHEREAS, Vititoe Construction, Inc., located at 3883 Clear Shaw Road, Powell, Ohio has submitted the lowest and best bid for the construction of the Village of Ashley Storm Drainage Improvement Project, in the amount of Two Hundred Sixty-eight Thousand One Hundred Seventy Dollars and Seventy-nine Cents (\$268,170.79).

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Commissioners determine that on the basis of price and experience, that Vititoe Construction, Inc., is the best entity to provide construction services for the Village of Ashley Storm Drainage Improvement Project.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement concurring in the awarding of a contract for construction services with Vititoe Construction, Inc. for the FY00 CDBG Formula Program and the Delaware County Revolving Loan Fund Program for a portion of the total project cost in an amount not to exceed Two Hundred Sixty-eight Thousand One Hundred Seventy Dollars and Seventy-nine Cents (\$268,170.79).

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

RESOLUTION NO. 01-960

IN THE MATTER OF AUTHORIZING THE TERMINATION OF AN ENTERPRISE ZONE AGREEMENT WITH FAS-TRACK COMPUTER PRODUCTS, INC. AND ZIEBEL COMPANY:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to authorize the termination of an Enterprise Zone Agreement:

WHEREAS, the Village of Sunbury and Delaware County have encouraged the development of real estate and investment in personal property within a certain area of the Village of Sunbury via the establishment of an Enterprise Zone Area; and

WHEREAS, the Delaware County Board of Commissioners, the Village of Sunbury, Fas-Track Computer Products, Inc., and Ziebel Company, did enter into an Enterprise Zone Agreement dated December 30, 1993, in conjunction with a PROJECT to be undertaken on an 2-acre site located in the Sunbury Commerce Park, at 130 Burrer Drive, Sunbury, Ohio, known as the PROJECT site; and

WHEREAS, pursuant to said Enterprise Zone Agreement, Ziebel Company was to receive certain tax incentives as the investor in real property, and Fas-Track Computer Products, Inc. was to receive certain tax incentives as the investor in personal property consisting of new inventory, and as the creator of new and full time job opportunities and payroll at the PROJECT site; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement for the referenced PROJECT that Fas-Track Computer Products, Inc. has ceased operations at the PROJECT site, and that maintaining operations, creating and maintaining full time job opportunities and payroll, and investing in and maintaining the agreed upon levels of personal property investment at the PROJECT site was a requirement for Ziebel Company and Fas-Track Computer Products, Inc. to receive tax incentives under said Enterprise Zone Agreement; and

WHEREAS, Item 10 of said Enterprise Zone Agreement states that if Fas-Track and/or Ziebel Company fail to fulfill the terms of this Agreement, the County shall have the right to terminate or modify the tax exemptions set forth in Items 4 and 5 of the Agreement.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, as follows:

1. Effective as of the date of passage of this Resolution, the tax exemption granted to Fas-Track Computer Products, Inc. and Ziebel Company for investment in real property improvements and investment in personal property, as established in the Enterprise Zone Agreement dated December 30, 1993, for the PROJECT located at 130 Burrer Drive in Sunbury, Ohio, shall be terminated.
2. The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, Big Walnut School District and the Delaware Joint Vocational School of this action.

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

RESOLUTION NO. 01-961

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IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED THE BID AND APPROVING THE CONTRACT FOR THE ASHLEY VILLA SENIOR AND HANDICAPPED HOUSING COMPLEX FOR FY99 CHIP RENTAL HOUSING REHABILITATION:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program and HOME Investment Partnership program; and

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

WHEREAS, Delaware County applied for and was approved for grant funding under the CDBG CHIP for Fiscal Year 1999; and

WHEREAS, Private Rental Rehabilitation is an eligible activity under the FY99 CHIP; and

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform rehabilitation construction services at the Ashley Villa property located at 240 S. Main Street, Ashley, Ohio in the amount of \$29,329.41 consistent with the requirements of the Delaware County FY99 CHIP.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners determine that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide rental rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 240 S. Main Street, Ashley, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for rental rehabilitation construction services with Tyeveco, Inc. for the FY99 CHIP in the amount of \$29,329.41. This Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 27th day of August 2001, by and between Ashley Villa (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at 240 S. Main Street, Ashley Ohio 43003.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$29,329.41 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$29,329.41 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$ 29,329.41.

OWNER AND CONTRACTOR AGREE:

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.

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7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.

8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

Schedule A: Payment in full, within 30 days, upon satisfactory completion of the entire rehabilitation work contained in the contract.

Schedule B: Progress Payment based on the compensation stated in this Agreement, and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion:

Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	50%	45% = \$13,198.23
2	100%	45% = \$13,198.23
10% Retainage	100% & 30 Days	10% = \$ 2,932.95

Any payments are subject to satisfactory intermediate and final inspections by the CHIP CDBG Inspector. Moreover, a Certificate of Completion must be signed by the CDBG Inspector prior to Final Payment. If the CDBG Inspector and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the CDBG Inspector, shall be made.

- 9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
- 10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
- 11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
- 12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
- 13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than _____.
- 14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

The said parties for themselves their heirs, successors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

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

RESOLUTION NO. 01-962

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR SCIOTO RESERVE, SECTION 4, PHASE 8:

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It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve sanitary sewer plan for Scioto Reserve, Section 4, Phase 8 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 01-963

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR VILLAGE OF OAK CREEK, PHASE 11, PART A & B:

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

Village of Oak Creek, Phase 11, Part A

This agreement executed on this 27th day of August 2001, by and between HOME WOOD CORPORATION SUBDIVIDER, as evidenced by the VILLAGE OF OAK CREEK, PHASE 11, PART A 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 \$73,750.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 25 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 (\$71,710.00) 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 \$5,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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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 Autocad 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.

Village of Oak Creek, Phase 11, Part B

This agreement executed on this 27th day of August 2001, by and between HOME WOOD CORPORATION SUBDIVIDER, as evidenced by the VILLAGE OF OAK CREEK, PHASE 11, PART B 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 \$79,650.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 27 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 (\$30,620.00) 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 \$2,200.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-964

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN MEADOWS AT CHESHIRE, SECTION 3, PART 3:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Meadows at Cheshire, Section 3, Part 3 1,595 feet of 8 inch sewer 8 manholes

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

RESOLUTION NO. 01-965

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to certify the Sanitary Sewer Capacity Charges as follows:

10775 Sawmill Road, Powell

In the amount of \$5,900.00 with \$2,218.40 finance charge (pro-rated over a 10 year period) making total of \$8,118.40 for placement on tax duplicate. Bi-annual payment being \$405.92.

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

RESOLUTION NO. 01-966

IN THE MATTER OF AUTHORIZING SUBMITTAL OF THE 2002 RECYCLE OHIO GRANT APPLICATION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to authorize submittal of the 2002 Recycle Ohio Grant application.

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

RESOLUTION NO. 01-967

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY JAIL AND VERIZON FOR THE INMATES PAYPHONES SERVICES:

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

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VERIZON PAYPHONE SERVICE

This agreement, effective August 27, 2001, by and between Verizon and Delaware County Jail, hereinafter referred to as Customer, is for the provision of payphone service at the location(s), and for the type of service and payphone numbers indicated in Attachment B, or as noted below.

Customer Address (the "Premises") 844 US Rt. 42N Delaware OH 43015	Mailing Address: Delaware County Commissioners 91 N. Sandusky St. Delaware OH 43015
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1. **Term:** Verizon shall install, maintain and operate its payphone service at all Customer locations covered by this Agreement. This Agreement shall be in effect for an initial term of 3 years, beginning on the date written above, and shall automatically renew for additional, successive terms of the same duration unless either party provides written notice of its intent not to renew this Agreement at least thirty (30) days, but not more than ninety (90) days, prior to the end of the initial term or any renewal term.
2. **Authority:** The person signing represents and warrants:
 1. To have the authority to execute this Agreement.
 2. Customer has the legal right to possession of the premises.
 3. Customer has not entered into any other agreement that is inconsistent with this Agreement. Customer and person signing this Agreement will hold harmless and indemnify Verizon from any claims or liabilities arising from inaccuracy or omission in such warranties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement on the dates written below. Acceptance shall be subject to the discretion of Verizon.

BY: (Verizon Authorized Signature)	BY: (Customer Authorized Signature)
A. Accepted by Verizon	B. Accepted by Customer
Printed Name: Karen Quinlivan	Printed Name:
Title: Manager Date:	Title: Date:

3. **Notices:** All notices required to be in writing shall be delivered to the party at the addresses specified below. Each party shall notify the other of any changes in address by providing the other party thirty (30) days prior written notice.

To: Verizon	To: Delaware County Jail
Street: 110 East Monroe	Street: 91N Sandusky St.
City: Bloomington	City: Delaware
Attention: Contract Administrator	Attention: Delaware County Commissioners
Cathy Coldwell-Spicer	

4. **Local and IntraLATA calls:** during the terms of this Agreement, Verizon shall carry or select the carrier for all local and intraLATA payphones calls that Verizon is permitted under applicable law to carry. If Verizon is required by regulatory requirement or otherwise to route such calls to a carrier other than Verizon, then Verizon may terminate this agreement on thirty (30) days notice to the Customer and remove its payphones without charge or penalty.
5. **InterLATA calls:** The customer hereby grants and assigns to Verizon the exclusive right to provide or arrange for the provision of pre-subscribed interLATA calls in Verizon's name as the contracting party for all payphones covered by this Agreement, provided that Customer does not have an existing agreement with another entity for these calls. In the event Customer has an existing agreement with respect to these calls, Customer grants Verizon the exclusive right to provide or arrange for the provision of pre-subscribed interLATA calls upon the expiration of such existing agreement on the date indicated by Customer below. If no interLATA contract expiration date is indicated, Customer represents that it has no existing intraLATA agreement. Customer agrees to pay any charges associated with said payphones that may be imposed by the interLATA carrier if Customer selects such carrier.
6. **Rights and Duties:** A. Customer shall grant Verizon the exclusive right to install and operate its payphones at all of Customer's locations identified above or in Attachment B. Customer expressly agrees not to enter into the same or similar arrangement with any other source, person or entity for the provision of pay telephone service at such locations during the entire term of this Agreement. Customer shall maintain the area around the payphones, and provide suitable space, safe and convenient access to the premises during normal working hours. Customer shall take reasonable precautions to protect the payphones from damage, vandalism, theft, and hazardous conditions, and promptly report all such conditions and any service failures to Verizon. In the event of any damages or theft, Verizon may

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condition continuance of the payphone service on Customer's reimbursement to Verizon for such losses. Customer shall not affix or permit to be affixed any other signs, materials or information to the payphones or equipment.

- B. Verizon shall** comply with all licensing and federal accessibility requirements upon installation of its equipment. Verizon may install signs on or near the telephones to identify the telephones to users, and may install advertising for products that do not compete with Customer's business, within or on the phone enclosures, instruments and handsets. Verizon shall not be responsible for providing text telephone, TDD equipment, or ramps, curb cuts or other changes to Customer's property Verizon may change the assigned telephone number(s) at any time at its sole discretion.
7. **Relocation and Removal:** Verizon shall own all payphones and associated equipment located on Customer's premises. Unless mutually agreed upon, no payphones shall be relocated or removed from their location, provided that Verizon reserves the right to move or remove any payphone which (i) does not average a minimum \$100.00 in revenue per month or (ii) is subject to repeated acts of vandalism or misuse. Verizon shall not be responsible for restoring Customer's premises after any relocation or removal of payphones or enclosures. Upon permanent relocation or removal of any telephone, Verizon may leave in place and dedicate to Customer such useful equipment and facilities as concrete pads, bumper posts and underground conduit ("Transferred Equipment"), the ownership and responsibilities of which shall be automatically transferred to Customer unless Customer notifies Verizon in writing within thirty (30) days of permanent relocation or removal of the payphone that Verizon must remove such Equipment.
8. **Termination Liability:** In the event that Customer causes this Agreement to be terminated prior to its scheduled expiration date then, in addition to such other remedies as may be available at law or in equity, Customer shall pay Verizon a termination fee equal to the sum of (a) \$400.00 per inside payphone and \$750.00 per outside payphone to recover the cost of installation, removal and refurbishment of the equipment, and (b) \$200.00 per payphone per month for each month that remains in the term of the Agreement, up to a maximum of twelve months. Verizon may require that such payment be made before Verizon will disconnect and remove its payphone(s). Such payments may also be deducted from and commission payable hereunder. Customer shall also reimburse Verizon for all costs and legal fees incurred to collect such fees, or to enforce its rights or remedies under this Agreement.
9. **Indemnification:** Verizon shall indemnify and hold Customer harmless to the extent required by law for liabilities imposed upon the Customer for bodily injuries and property damages caused by the negligent acts or omissions of Verizon's employees while on Customer's premises in the course of its performance of this Agreement, except as may be otherwise provided by applicable tariffs, laws or regulations. Customer shall indemnify and hold Verizon harmless from claims and liabilities arising from Transferred Equipment or from Customer's operation and maintenance of the Premises, to the extent allowed by law. _____
10. **Limitation of Liability:** Upon receiving timely notice of any service failures or equipment outages affecting the payphone equipment, Verizon shall undertake appropriate repair efforts to correct such service failures and equipment outage or failure, which efforts shall constitute the sole and exclusive liability of Verizon in connection with service failure or equipment outage. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH FAILURE, WHETHER CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
11. **Miscellaneous:**
- A. **Causes Beyond Control of a Party.** Neither party shall be liable for failure to perform obligations under this Agreement if prevented from doing so by a cause or causes that could not with reasonable diligence be controlled or prevented by the party.
- B. **Subcontractors and Successors.** Verizon may perform its obligations under this Agreement through subcontractors. Customer may not assign this Agreement or delegate any rights or obligations hereunder to any other person or entity without the written consent of Verizon. This Agreement shall bind the parties, their successors and assigns.
- C. **Entire Agreement.** This Agreement, including any Attachments and Addenda, contain the entire Agreement by and between the parties and supersede any previous understandings or agreements between the parties, and may not be modified except by an agreement confirmed in writing.

Addendum: Services provided & Commission Rate

This Addendum is to modify the Agreement for Operation of Public Telephones Effective _____ ("Agreement") between Delaware County Jail ("Customer") and Verizon.

WHEREAS, the above-named parties desire to execute this Addendum.

NOW, THEREFORE, the parties mutually agree that:

1. For the exclusive right to provide the Service, Verizon will provide:

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- On-site number blocking
- On-site call duration establishment
- On-site phone on/off scheduling
- On site report generation
- Training for designated Sheriff's personnel in the use of this system upon installation
- 1 on-site work station to provide access to the capabilities described above
- Dominant carrier inmate collect call rate

Commission Rate:

29% commission rate on gross billed collect call revenue

- 2. All other terms and conditions of the Agreement shall remain unchanged.

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

RESOLUTION NO. 01-968

IN THE MATTER OF APPROVING THE TRANSPORTATION SERVICES CONTRACT BETWEEN DELAWARE JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS AND TRI-STAR TRANSPORTATION COMPANY:

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

WHEREAS, The Delaware County Commissioners authorize the Director of Job and Family Services to enter into a contract with the Tri-Star Transportation Company to provide transportation services to the Department of Job and Family Services.

WHEREAS, the Tri-Star Transportation Company, compliant in all material respects and,

NOW THEREFORE BE IT RESOLVED, that the Board, hereby, authorizes execution of a contract between the Board of Commissioners and Tri-Star Transportation Company for the period July 1, 2001, through June 30, 2002, for transportation services for the Department Job and Family Services.

Transportation Service Contract

This Contract made and entered into July 1, 2001 by and between Delaware County Department of Job and Family Services (DCDJFS) and the Tri-Star Transportation Co. (Provider).

- 1. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attached exhibits, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
- 2. CONTRACT PERIOD: This contract will be effective from July 1, 2001 through June 30, 2002, inclusive unless otherwise terminated.
- 3. AVAILABILITY OF FUNDS: Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal and local funding as determined by the DCDJFS.
- 4. COST AND DELIVERY OF PURCHASED SERVICES: The amount to be paid for such services will be based on the following criteria established by DCDJFS. The rate or charge shall be \$25.00 per hour of service.

Provider shall submit to DCDJFS a monthly report of the number of persons served, dates and hours of service provided, and required verifications.
- 5. REFERRAL AND MONITORING PROCEDURES: See Exhibit 1
- 6. PAYMENT FOR PURCHASED SERVICES: Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchases services rendered to eligible individuals. Such

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invoices shall include monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipts of an accurate invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the invoice total.

DCDJFS shall not require or pay any administrative cost from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.

7. **INDEPENDENT CONTRACTORS:** Tri-Start Transportation Co., its agents and employees will act in performance of this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDJFS.
8. **DUPLICATE BILLING:** Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.
9. **FINANCIAL RECORDS:** The Provider shall maintain independent books, records, 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 reports shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDJFS's final expenditure report, and / or will assure that maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other act involving the records has been started before the expiration of the six year period, the provider shall retain the records until completion of the action and all issues which arise from or until the end of the six year period, whichever is later.
11. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to provision of the provider contract.
 - A. The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim or falsification.
 - B. As used in this section "deceptive" means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.
12. **SAFE GUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS' or providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
13. **CIVIL RIGHTS:** DCDJFS and Provider 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.
14. **INDEMNITY AND INSURANCE**
 - A. **INDEMNITY:** Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDJFS, the Ohio Department of Job and Family Services, and the Delaware County Board of Commissioners against any and all liability, loss damage and /or related expenses incurred through the provision of services under this contract.
 - B. **INSURANCE:** Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estate of eligible individuals against reasonably foreseeable

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torts which would cause injury or death.

15. **TERMINATION:** This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.
16. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.
17. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider 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 84) 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.
18. **AMENDMENT OF CONTRACT:** This may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:
 - A. The quality and extent of purchased services furnished by provider has been reduced or improved.
 - B. The maximum unit rate has varied significantly from actual cost.
 - C. The Provider fails to meet the necessary state and federal licensing requirements.
19. **LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:**
 - A. **CHARGED PER PERSON:** the Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per hour charge would be applied for the total number of hours for which service was provided.
20. **RESOLUTION OF DISAGREEMENT:** The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract.

Level I Supervisor/Cab Company Operator
Level II DCDJFS Director/Cab Company
21. **GENERAL CONDITIONS:** Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.
22. **MERGER OF BID DOCUMENTS:** Provider agrees that the bid specifications prepared by the DCDJFS and the Provider's response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

EXHIBIT 1

1. Delaware County Department of Job and Family Services Responsibilities:
 - A. Call referral to Tri-Star at least twenty-four hours prior to the time service is need, except in emergency.
 - B. Provide a written authorization of people needing the service to the Tri-Star Transportation Company.
 - C. Provide information concerning:
 1. When-time, date,
 2. Place-pick up and destination,
 3. Client name and applicable program,
 4. Which clients should have verification of their attendance at an appointment.
 - D. Provide both telephone and written notice of any changes in ridership or times.
11. Tri-Star Transportation Responsibilities
 - A. Provide taxi service:
 1. On an as-needed basis (in emergencies).
 2. On a pre-arranged schedule.

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- B. Provide services within the time lines given.
- C. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
- D. Consult with appropriate staff on issues concerning times for pick-up and drop-off.
- E. Keep accurate records of services and send a monthly statement of services provided and charges.
- F. Immediately notify the supervisor or the director of any accident or incident, no matter how minor that involves a client covered by this contract. A list of contact numbers is on page four of the contract.
- G. Collect attendance verification from ARPS and EMT clients.

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

RESOLUTION NO. 01-969

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS AND HOUSE OF NEW HOPE:

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

HOUSE OF NEW HOPE

INTER-AGENCY PLACEMENT AGREEMENT

1. The Agency hereby places the above-named foster child at House Of New Hope and agrees to pay for care and treatment at a current daily rate of \$77.71. Assessment and re-evaluation may be made after a period of 30 days in placement. Any rate changes at this time will take effect on the first billing period following notice of change
2. **House of New Hope will bill for services monthly:**
 - a. Placing Agency agrees to pay the full daily rate for the day admission, but will not pay for the day of discharge.
 - b. Placing Agency agrees to pay up to 5 days when a foster child has run away or is in the hospital, for each occasion.
3. **House of New Hope will provide the following:**
 - a. Treatment foster home- a safe, clean environment
 - b. All local transportation-counseling services, medical attention (per medical card)
 - c. Ongoing treatment plan-including necessary evaluations by outside consultants secured by House Of New Hope.
 - d. Clothing maintenance
 - e. Recreational activities
 - f. Daily allowance-\$1.00 per day
 - g. And N/A
4. Ordinary dental, medical, optical and expenses for hospitalization, surgery, orthodontic work or other major expenses not covered by Medicaid or parents' medical insurance will be the financial responsibility of the placing Agency
5. The Placing Agency shall advise House Of New Hope, Inc. of medical or hospital insurance carried by parents or if a child is eligible for Medicaid. House Of New Hope, Inc. will prepare and Submit insurance forms as required by hospital or physician.
6. House Of New Hope, Inc. will arrange for medical and hospital care if needed and will notify the Placing Agency. Authorization is granted by Agency to House Of New Hope, Inc. to obtain necessary medical, dental and optical care for the foster child. Advanced approval will be secured for any orthodontics work needed by the child.
7. The Placing Agency will see that a child is adequately clothed for placement by providing items included on the clothing list.

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

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RESOLUTION NO. 01-970

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN JOB AND FAMILY SERVICES,
DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND DELAWARE COUNTY
FAMILY & CHILDREN FIRST COUNCIL FOR WELLNESS PROGRAM:**

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

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL**

This Contract is made and entered into on the 1st day of July, 2001 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL, hereinafter referred to as "DCFCFC".

1. **PURPOSE OF CONTRACT:** The goal of the Wellness Program is to prevent out-of-wedlock births among teens in Delaware County. The purpose of this contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DCFCFC for the implementation of Wellness Services. Services being provided are detailed in the Wellness Program plan.
2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2001 though June 31, 2002, 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.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DCFCFC for actual costs for services outlined in the Wellness Program Plan document. Said reimbursement shall not exceed \$104,762. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the WELLNESS PROGRAM.

The DCFCFC agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The DCFCFC 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).
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 DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The DCFCFC must provide the DCDJFS with the appropriate information necessary to support the county's state and federal Wellness Program administrative requirements. DCFCFC will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DCFCFC with necessary information regarding participants as specified in the Wellness Program Plan document.
7. **SERVICE DELIVERY RECORDS:** The DCFCFC shall maintain records of services provided to Wellness eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** DCFCFC warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the DCFCFC agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The DCFCFC shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** DCFCFC shall maintain and preserve all

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financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DCFCFC 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:** DCFCFC agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the DCFCFC.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DCFCFC 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 DCFCFC agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. The DCFCFC agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Wellness Program. DCFCFC is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DCFCFC and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or DCFCFC 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:** DCDJFS and DCFCFC 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:** DCDJFS is responsible for fulfilling responsibilities relative to Wellness participants appeal and state hearings in accordance with State Regulations. The DCFCFC and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
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, judgments, 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, judgments, 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 DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Wellness Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the Wellness Funds.
19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
20. **MONITORING AND EVALUATION:** DCDJFS and DCFCFC will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing

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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:
1. The quality or extent of purchased services furnished by provider has been reduced or improved
 2. The maximum unit rate has varied significantly from actual cost.
 3. 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 ODJFS, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DCFCFC 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 DCFCFC certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

RESOLUTION NO. 01-971

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL FOR HELP ME GROW PROGRAM:

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

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL**

This Contract is made and entered into on the 1st day of July, 2001 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL, hereinafter referred to as "DCFCFC".

1. **PURPOSE OF CONTRACT:** The Help Me Grow Program includes Welcome Home visits for Newborns. Early Start, and Intervention Services. The purpose of this Contract is to outline the Programmatic and fiscal relationships between the DCDJFS and DCFCFC for the implementation of Help Me Grow Services. Services being provided are detailed in the Help Me Grow Program Plan.
2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2001 though June 31, 2002, 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.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DCFCFC for actual costs for services outlined in the Help Me Grow Program Plan document. Said reimbursement shall not exceed \$160,488. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the HELP

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ME GROW PROGRAM.

The DCFCFC agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The DCFCFC 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).

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 DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The DCFCFC must provide the DCDJFS with the appropriate information necessary to support the county's state and federal Help Me Grow Program administrative requirements. DCFCFC will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DCFCFC with necessary information regarding participants as specified in the Help Me Grow Program Plan document.
7. **SERVICE DELIVERY RECORDS:** The DCFCFC shall maintain records of services provided to Wellness eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** DCFCFC warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the DCFCFC agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The DCFCFC shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** DCFCFC shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DCFCFC 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:** DCFCFC agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the DCFCFC.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DCFCFC 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 DCFCFC agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The DCFCFC agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Help Me Grow Program. DCFCFC is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DCFCFC and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or DCFCFC 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:** DCDJFS and DCFCFC agree that as a condition of this contract, there shall be no

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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:** DCDJFS is responsible for fulfilling responsibilities relative to Help Me Grow participants appeal and state hearings in accordance with State Regulations. The DCFCFC and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
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, judgments, 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, judgments, 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 DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Wellness Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the Help Me Grow Program.
19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
20. **MONITORING AND EVALUATION:** DCDJFS and DCFCFC will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.
22. **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:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved
 2. The maximum unit rate has varied significantly from actual cost.
 3. 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 ODJFS, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DCFCFC 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 DCFCFC certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

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Mona Reilly – County Partner Presentation

RESOLUTION NO. 01-972

7:45 PM –PUBLIC HEARING FOR ANNEXATION OF 3.364 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to open the Hearing:

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

RESOLUTION NO. 01-973

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 3.364 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to continue the Hearing to September 4, 2001, at 7:30 PM.

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

RESOLUTION NO. 01-974

8:00 PM –PUBLIC HEARING FOR ANNEXATION OF 19.982 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF GALENA:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing:

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

RESOLUTION NO. 01-975

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 19.982 ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF GALENA:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to continue the Hearing to October 29, 2001, at 8:15 PM.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners