

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 19, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

**8:30 AM** –Investment Advisory Committee

**RESOLUTION NO. 99-313**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
MEETINGS HELD APRIL 12, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held, April 12, 1999.

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

**PUBLIC COMMENT**

None

**RESOLUTION NO. 99-314**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 239403  
THROUGH 239953:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 239403 through 239953 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 99-315**

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

It was moved by Mrs. Martin seconded by Mr. Ward to approve the following travel expense requests.

OECC is requesting Paul Sandstrom attend a Management Workshop at Deer Creek on April 30, 1999, in the amount of \$140.00.

OECC is requesting Dale Davis attend Southeast Section Meeting at Columbus on May 6, 1999, in the amount of \$15.00.

OECC is requesting Rich Felton attend the WEA Section Meeting at Columbus on May 6, 1999, in the amount of \$15.00.

Veterans Services is requesting that Richard Bennett attend a Conference at Des Moines, Iowa on July 17 through 24 in the amount of \$1,545.00.

Juvenile Court is requesting that Terrie L. Clinger attend a Juvenile Law Seminar in Columbus on April 22, 1999, in the amount of \$130.00.

Treasurer is requesting that Dale Wilgus attend the spring Treasurers Conference at Cherry Lake Lodge in Licking County on May 18 through 21 in the amount of \$335.00.

EMS is requesting that Kelly Petrowski attend a Basic Supervision Seminar at Columbus on May 6, 1999, in the amount of \$183.00.

Engineering is requesting Clyde Seidle and Cindy Davis attend an Organize and Maintain Files Seminar in Columbus on May 26, 1999, in the amount of \$178.00.

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

**RESOLUTION NO. 99-316**

**IN THE MATTER OF PLAT APPROVAL AND DITCH MAINTENANCE PETITIONS FOR  
BAINBRIDGE MILLS, PHASE 2 :**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following Plats and Ditch Petitions:

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**BAINBRIDGE MILLS, PHASE 2**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being part of Farm Lots 21, Section 4, Township 3, Range 19, United States Military Lands, and being 23.710 Acres, more or less, out of the 44.655 acre tract conveyed to Homewood Corporation by Deed of Record in D. B. 573, Page 637, including 2.992 acres of right-of-way area, records of the recorder’s office, Delaware, Ohio Lots numbered 2738 through 2777. Lot fee in the amount of \$120.00.

**DITCH MAINTENANCE PETITION**

We the undersigned owners of 23.71 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as Bainbridge Mills, Phase 2 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 Bainbridge Mills, Phase 2 Subdivision.

The cost of the drainage improvements is \$81,314.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Forty 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, \$2,032.85 per lot. An annual maintenance fee equal to 2% of this basis \$40.66 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,626.28 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

**RESOLUTION NO. 99-317**

**IN THE MATTER OF APPROVING SUBDIVIDERS AGREEMENTS FOR TARTAN FIELDS 8A AND 8B:**

Mr. Bauserman withdrew this item from the agenda.

**RESOLUTION NO. 99-318**

**IN THE MATTER OF ACCEPTING ROADS IN SHERBROOK, PHASE 2 AND MEADOWS AT CHESHIRE SECTION 2, PHASE 2:**

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

**Sherbrook, Phase 2**

- An extension of 0.06 mile to **Township Road Number 539, Hilmar Drive**
- An extension of 0.09 mile to **Township Road Number 823, Sherbrook Drive**
- An extension of 0.06 mile to **Township Road Number 826, Highbridge Place**
- **Brookstone Drive,,** to be known as **Township Road Number 841**

Return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes.

**Meadows at Cheshire Section 2, Phase 2**

- An extension of 0.24 mile to **Township Road Number 759, Cloverdale Drive**

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Return the Letter of Credit being held as maintenance surety to the developer, Dominion Homes.

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

**RESOLUTION NO. 99-319**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN SHERBROOK PHASE :**

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

**Sherbrook, Phase 2**

- On Township Road Number 841, Brookstone Drive, at its intersection with Township Road Number 539, Hilmar Drive
- On Township Road Number 841, Brookstone Drive, at its intersection with Township Road Number 823, Sherbrook Drive

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

**RESOLUTION NO. 99-320**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR PIATT MEADOWS, PHASE 1:**

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

**Piatt Meadows, Phase 1**

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. The developer would now like to file the plat; therefore, the estimated remaining construction costs are \$369,324, and a bond in that amount is provided to cover the bonding of this project.

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

**RESOLUTION NO. 99-321**

**IN THE MATTER OF APPROVING RELEASE OF BOND TO DEVELOPER, OHIO EQUITIES FOR BIG BEAR FARMS 6A:**

It as moved by Mr. Ward, seconded by Mrs. Martin to release bond to Ohio Equities.

**Big Bear Farms 6 A**

The improvements made for the above referenced project have been completed and inspected and meet the requirements of this office. Although there are no public roadways involved in this project to be accepted into the public system, a bond is being held to cover the construction of the improvements made within the public right-of-way. This request is to release this bond back to the developer, Ohio Equities.

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

**RESOLUTION NO. 99-322**

**IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:**

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for*

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*Issuance of Special Haul Permit;*

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners

PERMIT APPLICANT	PERMIT ID	FEE
STATE-WIDE CONCRETE PUMPING	A079	\$75.00
KOKOSING CONSTRUCTION CO.	A080	\$100.00
KOKOSING CONSTRUCTION CO.	A081	\$75.00
KOKOSING CONSTRUCTION CO.	A082	\$75.00
KOKOSING CONSTRUCTION CO.	A083	\$75.00
KOKOSING CONSTRUCTION CO.	A084	\$75.00
KOKOSING CONSTRUCTION CO.	A085	\$75.00
KOKOSING CONSTRUCTION CO.	A086	\$100.00
KOKOSING CONSTRUCTION CO.	A087	\$100.00
KOKOSING CONSTRUCTION CO.	A088	\$100.00
KOKOSING CONSTRUCTION CO.	A089	\$100.00
KOKOSING CONSTRUCTION CO.	A090	\$100.00
KOKOSING CONSTRUCTION CO.	A091	\$100.00
KOKOSING CONSTRUCTION CO.	A092	\$100.00
THOMAS DOZER, BACKHOE SERVICE INC.	A093	\$75.00
KOKOSING CONSTRUCTION CO.	A094	\$100.00
<b>ANNUAL FEE TOTAL</b>		<b>\$1,425.00</b>

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

**RESOLUTION NO. 99-323**

**IN THE MATTER OF ADOPTING RESOLUTION TRANSMITTING COUNTY ENGINEER'S SPEED STUDIES TO THE DIRECTOR OF OHIO DEPARTMENT OF TRANSPORTATION FOR THEIR REVIEW AND RECOMMENDATION REGARDING GORSUCH ROAD (TOWNSHIP ROAD 27):**

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

Whereas, a request was made by the Harlem Township Trustees to reduce the speed limit on Gorsuch Road, and due to this request the Delaware County Engineer conducted a study to determine if such a request was warranted, and

Whereas, this Board has caused to be made an engineering and traffic investigation upon the Section of Road described above, and

Whereas, the County Engineer has recommended that the Delaware County Commissioners ask the Ohio Department of Transportation to reduce the speed on Gorsuch Road to 45 mph between the Village of Harlem and Miller-Paul Road .

Now Therefore, Be it Resolved by the Board of Commissioners of Delaware County, Ohio that:

Section 1. By virtue of the provisions of Section 4511.21, Revised Code of Ohio, the Director of the Ohio Department of Transportation is hereby requested to review and investigate the safe prima facie speed limit for Gorsuch Road (TR 27) of 45 mph from Miller Paul Road (CR) 18) to State Route 605., and,

Section 2. That when this Board is advised that the Director of the Ohio Department of Transportation has approved a safe prima facie speed limit, the appropriate signs will be installed.

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

**RESOLUTION NO. 99-324**

**IN THE MATTER OF REMOVING LEGAL LOAD LIMITS ON COUNTY AND TOWNSHIP ROADS:**

It was moved by Mr. Ward, seconded by Mrs. Martin per the recommendation of the Delaware County Engineer that the 40% load limit reductions on County and Township Roads be lifted for the remainder of 1999.

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

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**RESOLUTION 99-325**

**IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2000:**

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the Ditch Inspection Report and establish percentage of maintenance assessments for 2000 as follows:

<b>Delaware County Ditches</b>			
Becker Ditch	0%	Miley Group Ditch	0%
Big Bear Ditch	2%	Nuckles Ditch	15%
Calhoun Ditch	5%	Oak Creek E-2 Ditch	2%
Crabill Ditch	5%	Park Shore III Ditch	2%
Green Meadows Holding Basin	0%	Potter Ditch	5%
Green Meadows # 3 Ditch	0%	Scioto Hills Holding Basin	0%
Hardin Ditch	0%	Sherbrook 3 Ditch	2%
Harvest Wind Ditch	2%	Sherbrook 4 Ditch	2%
Heather Glen Ditch	2%	Slack Ditch	10%
Herbet-Lawrence Ditch	5%	Steitz Powers Ditch	10%
Highland lake # 11 Ditch	2%	Sugar Run Ditch	3%
Horseshoe Run Ditch	5%	Summer Field Ditch	2%
Indian Run Ditch	0%	Talley Ditch	10%
Jones Ditch	7%	Teets Ditch	0%
Koepfel Ditch	10%	Walker Woods Ditch	2%
Lewis Center Ditch	5%	Walker Woods Ditch	2%
Loch Lomond Ditch	2%	Walker Woods Ditch	2%
		Walker Woods Ditch	2%

Joint County Ditches			Tri-County Ditch	
Adams	5%	Delaware – Marion	Randall Howison Tri-County	0%
Carter Joint County	5%	Delaware – Marion	Delaware – Marion - Union	
Cook Joint County	20%	Delaware – Licking		
Darst Joint County	5%	Delaware – Marion		
DeGood	0%	Delaware – Union		
Pumphrey Joint County	5%	Delaware - Morrow		

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

**Discussion regarding Cleaning Sugar Run Ditch** – Mr. Bauserman explained the need and the responsibility. He will return later with a specific request.

**RESOLUTION NO. 99-326**

**IN THE MATTER OF AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE DELAWARE COUNTY PRIVATE INDUSTRY COUNCIL FOR THE IMPLEMENTATION OF THE OHIO TEMPORARY ASSISTANCE TO NEEDY FAMILIES EMPLOYMENT AND TRAINING PROGRAM:**

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

WHEREAS, the Ohio Department of Human Services has allocated Temporary Assistance to Needy Families funds for an Employment and Training Program to be administered jointly by the Ohio Department of Human Services and the Ohio Bureau of Employment Services; and,

WHEREAS, pursuant to program requirements, the Delaware County Department of Human Services and the Delaware County Private Industry Council have created a local plan for services to be provided to Temporary Assistance to Needy Families participants; and,

WHEREAS, a financial agreement between The Department of Human Services, which shall act as fiscal agent for the funds, the Private Industry Council, which shall be responsible for program implementation, and the Board of County Commissioners, which is ultimately responsible for administration of the program, is required;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, hereby, approves the local plan for implementation of the Ohio Temporary Assistance to Needy Families Employment and Training Program and authorizes the financial agreement between the Board, the Department of Human Services, and the Private Industry Council, effective from July 1, 1999 through June

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30, 2000.

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

**OHIO TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
EMPLOYMENT AND TRAINING FINANCIAL AGREEMENT**

This agreement is made and entered into on the 19th of April, 1999, by and between the Delaware County Department of Human Services (CDHS), the Delaware County Board of County Commissioners and the Delaware County Private Industry Council.

The terms of this agreement are as follows:

Based on the services identified in the TANF Employment and Training Plan submitted by the Private Industry Council and agreed to by the Board of County Commissioners, the County Department of Human Services agrees to issue payment and act as fiscal agent for this program.

The Private Industry Council must provide the County Department of Human Services with the appropriate information necessary to support the county's state and federal Ohio Works First administrative requirements. The Private Industry Council will provide information necessary to meet the specific fiscal and program requirements contained in the agreement. The County Department of Human Services will provide the Private Industry Council with information regarding TANF Employment and Training participants as specified in the local plan.

The County Board of Commissioners has specified that up to 15% of the total TANF Employment and Training allocation, not to exceed \$6,433.00, can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the TANF Employment and Training Program. The cost of providing direct delivered services is not considered an operational cost. Counties must follow OMB Circular A-87 requirements and basis for allocating costs that may be associated with more than one federal program and/or non-federal program and to determine direct service costs.

Services will be provided from July 1, 1999 through June 30, 2000 and will be reimbursed based on actual costs, not to exceed the difference between \$42,889.00 and the allowed operating costs. The payment for services provided by this agreement depend upon the availability of funds for the TANF Employment and Training Program.

The Private Industry Council agrees to submit a request for payment for services and operations costs to the County Department of Human Services on a monthly basis within ten (10) working days following the last day of the month. The County Department of Human Services agrees to review the request for payment and authorize adjustments, if needed. The Private Industry Council will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within fourteen (14) working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Private Industry Council agrees that the use or disclosure of any personal or client information concerning qualified participants for purposes not directly connected to delivery of services is prohibited except upon written consent of the qualified participant.

The Private Industry Council agrees to maintain compliance with state, federal, and local regulations which govern the services provided under the TANF Employment and Training program. The Private Industry Council is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.

If the County Department of Human Services issues an overpayment for services provided, the Private Industry Council agrees to repay the agency the amount entitled.

This agreement may be terminated by both parties upon ten calendar days of written notice. Failure to honor the terms of this agreement and/or related state, federal, and local regulations will result in the immediate termination of this agreement. Any change to this agreement must be mutually agreed upon by the Private Industry Council, the County Department of Human Services, and the Board of County Commissioners.

In the event that federal funding is no longer available for this program, therefore requiring changes or termination for this reason will be effective on the date that the reimbursement is no longer available.

The parties, by the signatures of the authorized representatives below, hereby agree to the terms of this agreement.

**Temporary Assistance to Needy Families Employment and Training Plan**  
**Delaware County Local Plan**

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Amended April 19, 1999

1. **Describe how the Private Industry Council/Service Delivery Area plans to implement the Temporary Assistance To Needy Families Employment And Training Program:**

The Delaware County Private Industry Council (Private Industry Council) membership includes both the Director of Department of Human Services (DHS) and the Supervisor of Ohio Works First (OWF) as well as representatives \*om social services, education, and private business. The composition of membership also reflects a cross section of county demographics including chambers of commerce and Boards of Education. Additionally One-Stop partners regularly attend Private Industry Council monthly meetings. From these individuals plus agency staff, the Private Industry Council formed two Welfare to Work committees to identify the needs of the targeted Temporary Assistance to Needy Families (TANF) population and partnership opportunities within the community to meet those needs. The work of both committees concluded that in Delaware county welfare to work clients could easily secure employment due to low unemployment rates. However, job readiness and job retention skill are lacking and these same clients continually recycle through the welfare system. Quick job placement for these individuals will not lead to self-sufficiency.

The goals of the program are to move recipients toward continuous, unsubsidized employment with wage increase opportunities. Due to Delaware's continuous growth and development, the greatest employment opportunities For Temporary Assistance To Needy Families recipients are in the customer services occupations such as retail, hospitality and customer service representatives.

Services will be coordinated using a collaborative approach to maximize services provided by local One-Stop partners and other community agencies. Duplication will be avoided by using a community assessment of existing services, the knowledge and rapport developed with One-Stop partners and staff, electronic connections, the One-Stop Desk Reference, and Helpline Information and Referral Manual for Delaware county.

As a result of the relatively small amount of funds allocated to Delaware County, the Private Industry Council will implement the Temporary Assistance To Needy Families Employment & Training program through local comprehensive services contracts with One Stop Employment and Training Partners. Contracts will be structured in such a way that if services do not meet the need or expectations, or if alternative funding becomes available, Private Industry Council will terminate the contract, re-evaluate service needs and identify alternative approaches. A combination of direct ad contracted services will be provided.

**Definition of what services or package of services will be provided.**

The Private Industry Council committees identified the general needs of Temporary Assistance To Needy Families recipients as a combination of job readiness/placement, job retention and intensive case management services which have evolved into the locally developed "Steps to Success" program.

The Steps to Success comprehensive service package will provide participants with 10 hours of classroom instruction encompassing customer service, work-based basic skills, and entry level computer skills, 20 hours of work experience with area businesses, up to 10 hours of job mentoring/coaching, intensive case management and program documentation. Other service components of the Employment and Training Grant include:

- ◆ Job search
- ◆ Job readiness assessments and activities
- ◆ Work hardening/orientation to work
- ◆ Work experience
- ◆ Job mentoring/coaching at work place
- ◆ Transitional life-skills/home and self-management
- ◆ Job creation/job development
- ◆ Occupational classroom training
- ◆ Basic skills or basic education
- ◆ Intensive case management/services coordination
- ◆ Transportation services for approved self-sufficiency contract services, activities or employment

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- ◆ Post-employment counseling and follow-up

**II. Definition of who will be served under the county's Temporary Assistance To Needy Families Employment And Training Program:**

The primary focus of services will be to Temporary Assistance To Needy Families

recipients of 24 months or more.

Secondary focus will be to the OHIO WORKS FIRST eligible individuals with any of the following long-term benefit characteristics:

- ◆ Teen mothers
- ◆ Young adult mothers ages 20-25
- ◆ Basic skill levels of less than 12th grade
- ◆ Member of generational public assistance families
- ◆ Underemployed Temporary Assistance To Needy Families recipients
- ◆ Two parent households where neither is employed
- ◆ No significant work history within last six months
- ◆ Having multiple short-term jobs within last year

**III A. How many individuals within the county's target population will be served?**

A minimum of 20 will be served.

**III. Describe how the Private Industry Council/Service Delivery Area will work with local Department Of Human Services to jointly determine which services will be provided to an individual using the Department of Human Services' Self-Sufficiency Contract (Mandatory):**

We will utilize the Ohio Works First up-front appraisal and assessment process: pencil and paper assessment tools, ABLE testing, Drug and Alcohol screening, job readiness evaluation, and client interview(s). Regular joint conferences will be held with OHIO WORKS FIRST, CORC and appropriate service providers' staff to review assessments, and identify work assignments/responsibilities in the individual's self-sufficiency contract (SSC) and ensure regular reviews of the self-sufficiency contract. Modifications to the individual contract will occur whenever a change in assignment takes place. OHIO WORKS FIRST case managers will maintain activity records per Temporary Assistance To Needy Families Employment And Training requirement.

Service priority will be given to individuals who have the least amount of benefit time remaining. On-going cases will begin at whatever phase has been deemed appropriate in the self-sufficiency contract.

**IV. Describe how case management activities will be coordinated.**

Case management activities will be coordinated by joint staff through the development of the Self-sufficiency Contract, and will be on-going with regular client and Self-sufficiency Contract review, joint staff meetings, regular client contact and progress monitoring by appropriate case manager. Contact will be made by phone, electronic connection, mail, or personal visits. Responsible case manager for program activities will be identified on the Self-sufficiency Contract.

**V. Describe what information needs to be shared between the Private Industry Council/Service Delivery Area and the Department of Human Services**

Private Industry Council will provide the necessary information to support the county's state and federal Temporary Assistance To Needy Families administrative requirements, including work participation information. Department of Human Services will provide

Temporary Assistance To Needy Families Employment And Training participants' ongoing eligibility and progress with Participation Rates and other Self-sufficiency contract goals as appropriate. Ohio Works First will notify within 5 working days if there is a change in an individual's Ohio Works First eligibility status. Performance measures and additional shared information needs will be identified as the state program develops. Additionally, all necessary client information will be shared between staffs to facilitate appropriate services access and the participant's success.



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**VI. Operating Costs**

Temporary Assistance To Needy Families (TANF) Employment And Training

Delaware County/State Funds Allocation:	\$42,889.00
Administrative Costs	* 6,433.00
Program Costs/Direct and Contracted Services	** 36,466.00

\* Administrative costs will not exceed \$ 6,433.00. These costs are defined in the financial agreement. Administrative functions include responsibilities such as bidding processes, program audits, financial tracking/reporting, performance tracking, contracting processes, etc. The balance of funds, \$36,466.00 will be used for direct program costs.

\*\* **However, a mid-program year review will be conducted, if not using 15% maximum per financial agreement for administrative costs, balance will be re-directed for program use.**

**VII. Assurances and Certifications:**

The following items, at a minimum, will be assured:

- ◆ Temporary Assistance To Needy Families Employment And Training funds will not be used for child care services. The Private Industry Council/Service Delivery Area will work with Department Of Human Services to coordinate childcare for Temporary Assistance To Needy Families Employment And Training recipients.
- ◆ Temporary Assistance To Needy Families Employment And Training funds will not be used to serve non-custodial parents, as previously indicated within the Dept. of Labor's Welfare to Work Program, unless otherwise eligible.
- ◆ Temporary Assistance To Needy Families Employment And Training Services must be delineated in the participant's Self-Sufficiency Contract. Private Industry Council/SERVICE DELIVERY AREA staff and Department Of Human Services staff must jointly review a participant's assessment or jointly assess the participant's needs and determine the method of service provision. If an OHIO WORKS FIRST participant transitions off OHIO WORKS FIRST and Department Of Human Services and the Private Industry Council/SERVICE DELIVERY AREA continue to provide services to that individual, the local agencies should develop a mutually acceptable process to document these services.
- ◆ The Private Industry Council/Service Delivery Area must provide the Department of Human Services with information necessary to support the county's state and federal Temporary Assistance to Needy Families administrative requirements. The Private Industry Council/Service Delivery Area must work with the Department of Human Services to determine what information is necessary to meet these requirements. The Department of Human Services will provide Private Industry Council/Service Delivery Area with information regarding Temporary Assistance To Needy Families Employment And Training participants' progress with participation rates and other self-sufficiency contract goals as appropriate. Additionally, the Private Industry Council/Service Delivery Area must submit all appropriate Temporary Assistance to Needy Families Employment And Training performance data to Ohio Bureau of Employment Services (OBES) and Ohio Department of Human Services (ODHS) once the data are determined.
- ◆ Funding can only be provided for services specifically indicated within the plan. To be eligible for reimbursement, services must be provided to an OHIO WORKS FIRST participant or, if the individual is no longer a Temporary Assistance To Needy Families recipient, the service provided must be covered by the county's Prevention, Retention and Contingency Plan on file with the state. The county commissioners may amend additional services into the Temporary Assistance To Needy Families(TANF) Employment And Training (E&T) Plan at any time by submitting the approved amendment, in writing, to the Ohio Bureau of Employment Services and Ohio Department of Human Services. New services must be Temporary Assistance to Needy Families compliant and the county PRC will be amended if necessary to Ohio Bureau of Employment Services and Ohio Department of Human Services.
- ◆ The Temporary Assistance to Needy Families Employment and Training Program must comply with all current and future: Temporary Assistance to Needy Families law, U.S. Department of Health and Human Services regulations or guidance and state law.

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**RESOLUTION 99 – 327****IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR EAGLE TRACE, PHASE 1; MEDALLION ESTATES, PHASE 8; AND WALKER WOOD, SECTION 7, PHASE 1:**

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

**EAGLE TRACE, PHASE 1**

This agreement executed on this 19TH day of April, 1999, by and between ROMANELLI & HUGHES SUBDIVIDER as evidenced by the EAGLE TRACE PHASE 1 Subdivision Plat as 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 \$235,900.00 representing the payment of fifty percent (50%) of the capacity charges PLUS A SURCHARGE OF \$420.00 FOR for each single family residential connection. 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 (\$261,000.00) 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 this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$15,000.00 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 \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the

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inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

**MEDALLION ESTATES, PHASE 8**

This agreement executed on this 19TH day of April, 1999, by and between MEDALLION PROPERTIES, LLC SUBDIVIDER as evidenced by the MEDALLION EST6ATES SECTION 8 Subdivision Plat as 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 \$50,550.00 representing the payment of fifty percent (50%) of the capacity charges plus a surcharge of \$420.00 for each single family residential connection, for 15 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

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construction (\$39,323.17) 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 this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,360.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 \$0.25 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.

**WALKER WOOD, SECTION 7, PHASE 1**

This agreement executed on this 19TH day of April, 1999, by and between PLANNED COMMUNITIES as evidenced by the WALKER WOOD SECTION 7, PHASE 1 Subdivision Plat as 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 \$97,350.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 33 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 (\$110,500.00) 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 this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,300.00 estimated to be necessary to pay the cost of

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inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 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 \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

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

**RESOLUTION NO. 99-328**

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

It was moved by Mr. Ward, seconded by Mrs. Martin certify the Sanitary Sewer Capacity charges as follows:

**RESOLUTION NO. 99-329**

**IN THE MATTER OF EXECUTING CONTRACTS WITH KOKOSING CONSTRUCTION COMPANY, INC. FOR GENERAL CONSTRUCTION WORK; JESS HOWARD ELECTRIC COMPANY AND KIRK WILLIAMS COMPANY, INC FOR WORK ON THE ALUM CREEK WATER RECLAMATION FACILITY:**

It was moved by Mr. Ward , seconded by Mrs. Martin to execute a contract with Kokosing Construction Company, Inc. , Jess Howard Electric Company and Kirk Williams Company , Inc. for work on the Alum Creek Water Reclamation Facility.

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

**RESOLUTION NO. 99-330**

**IN THE MATTER OF AWARDING A NEW BID AND AUTHORIZING THE CONTRACT FOR THE RENTAL OF THE COUNTY HOME FARM LAND:**

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

Whereas, Delaware County held an auction on April 15, 1999, for the rental of the County Home Farm Land, and

Whereas, Ed Wells' bid was the highest and best at \$85.00 per acre.

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by Eddie Wells for the rental of the county home farm land as indicated in the document below.

**SECTION I.     DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY**

1.     This lease is made this 19th day of April 1999 by and between Delaware County Commissioners, Ohio, landlord, and Ed Wells, tenant.
2.     The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 183 of 218 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

**SECTION II.    LENGTH OF LEASE**

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for a term of one (1) year beginning on the 19th day of April, 1999 at 12:00 o'clock noon and ending on the last day of February, 2000, and for two (2) 1-year periods thereafter with written notice of intent to renew is given to the landlord on or before December 15 each year an additional one year option will be granted on the same terms as the first one year option. The Landlord reserves the right not to grant the renewal and will do so in writing by December 15 of any given year.

**SECTION III.   PAYMENT OF RENT**

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, his heirs or assigns, an annual rent of \$15,555.00 being computed at \$85.00 per acre.

One half of this rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before May 15, 1999, and the remaining one half due and payable on or before October 1, 1999 for the crop year. Option renewal payments will be due on April 1 and October 1 of corresponding year.

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Failure to pay rent on time will automatically result in non-renewal of lease.

**SECTION IV. LANDLORD CONTRIBUTION**

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land.

**SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY**

1. The tenant agrees to farm the land in a husbandlike manner.

**SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE**

Lease will provide renter exercise such recommended agriculture practices as they relate to non-plowing of identified surface drainage courses, leave straw on fields planted to wheat or oats, straw cut during harvest may be removed, fertilization of crops and use of only acceptable herbicides and pesticides which have no residual carry over.

Said lease shall be for purpose of use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

**SECTION VII. RIGHT OF ENTRY**

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

**SECTION VIII. HEIRS AND SUCCESSORS**

This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant. However, if the lease is for more than one year and: (1) the farm is sold or transferred during the term of this lease, the transaction is subject to terms of this lease. (2) In the event of the death of the tenant during the terms of the lease, the lease shall be terminated at the end of the lease year in which the death occurs at the option of the landlord.

**SECTION IX. ARBITRATION**

In case of inability to settle disagreements concerning this lease, the matter shall be submitted to arbitration. A committee of three disinterested persons, one to be chosen by the landlord, one by the tenant, and the two thus chosen shall select a third, shall arbitrate the conflict and their decision shall be binding on both parties.

**SECTION X. YIELDING POSSESSION AT END OF LEASE**

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear expected.

**SECTION XI. SUBLEASING**

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

**SECTION XII. ADDITIONAL FEATURES**

The tenant agrees that 35 of the 218 acres will be set aside for the application of treated sludge from the Olentangy Waste Water Treatment Plant and the Alum Creek Waste Water Treatment Plant, upon its completion, by the Delaware County Sanitary Engineer. The 35 acres will be rotated annually, and will be flagged by the Sanitary Engineer's Office before fall tillage.

The tenant further agrees to allow time after harvest for the application of sludge on any of the remaining 183 acres before fall tillage. All applications of sludge will meet EPA guidelines.

In witness whereof, the parties have signed this lease on the date named in Section I.

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



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**RESOLUTION NO. 99-331**

**IN THE MATTER OF APPROVING PERSONNEL ACTION FORMS:**

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

Crystal L. Griffin has declined Delaware County's offer of employment; therefore the need to rescind her Personnel Action Form

Barbara Lichy has given her letter of resignation; date of resignation is April 29, 1999

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

**10:00 AM**            Bid Opening for Worthington/Africa Road Intersection Improvements

**10:05 AM**            Bid Opening for North Galena Road Bridge Replacement

**10:15 AM**            Bid Opening for Office Supplies

**2:00 PM**            **Scioto Conversance District Information Meeting**

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

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