

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 25, 2000

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

Present: James Ward, Deborah Martin, Donald Wuertz

9:30 AM – Presentation –Sheryl Roberto and John Doutt – Storm Water 201/208 Plan

10:30 AM – Viewing the Intersection South Old 3-C Highway and State Route 3, County Road Number 24

10:45 AM – Viewing the Intersection Improvements to Maxtown and Tussic Street and Maxtown and Sunbury Road, Genoa Township

11:15 AM – Viewing of the Bricks for Service Building

RESOLUTION NO. 00-776

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD SEPTEMBER 18, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held September 18, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

Mrs. Martin reported on the status of the severe weather damage. (see minutes for more details). Discussed new annexation bill and it was determined to set up a meeting with Mr. Jon Peterson to discuss the bill.

RESOLUTION NO. 00-777

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 283098 THROUGH 283619:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 283098 through 283619 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-778

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Buildings is requesting that Sandy Lewis attend the Building and Zoning Software Training Session at Twinsburg, Ohio on September 29, 2000, in the amount of \$200.00.

Economic Development is requesting that Tim Boland attend the Ohio Development Association Annual Meeting and Fall Conference at Dublin on October 16 through October 17, 2000, in the amount of \$200.00.

Department of Job and Family Services is requesting that Candy Hendrickson attend the Domestic Violence Awareness Luncheon at Marion on October 6, 2000, in the amount of \$10.00.

Administrative Services is requesting that Rachel Stull and Myra Williamson participate in a Delaware County Job Fair at Delaware Best Western Hotel on October 11, 2000, in the amount of \$228.00.

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

RESOLUTION NO. 00-779

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

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

TRANSFER OF APPROPRIATIONS

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

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003-4550-020	003-4510-020	\$	35,000.00
JFS/Admin - Srvs & Chrgs	JFS/Inc. Maint. - Srvs & Chrgs		
003-4580-010	003-4510-020	\$	8,000.00
JFS/Soc. Srvs. - Salaries	JFS/Inc. Maint. - Srvs & Chrgs		
003-4580-011	003-4510-020	\$	8,000.00
JFS/ Soc. Srvs.- Benefits	JFS/Inc. Maint. - Srvs & Chrgs		
Vote on Motion	Mr. Ward	Aye	Mrs. Martin
		Aye	Mr. Wuertz
			Aye

**RESOLUTION NO. 00-780**

**IN THE MATTER OF APPROVING THE PLATS FOR WALKER WOOD, SECTION 7, PART 2; WALKER WOOD, SECTION 10, PART 2 AND HIGHLAND LAKES EAST, SECTION 11, PART 3; DITCH PETITIONS FOR WALKER WOOD, SECTION 9; WALKER WOOD, SECTION 12, PART 1 AND WALKER WOOD, SECTION 12, PART 2:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the plats and ditch petitions:

**Walker Wood, Section 7, Part 2**

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 17, United States Military Lands, being two areas of land containing a total of 13.639 acres, more or less, said 13.639 acres being comprised of a part of each of those tracts of land conveyed to PLANNED COMMUNITIES, INC. by deeds of record in Deed Book 618, Page 365, Deed Book 618, Page 768, and Deed Book Deed Book 627, Page 749, and parts of that tract of land conveyed to PLANNED COMMUNITIES, INC., by deeds of record in Deed Book 618, Page 571, Deed Book 618, Page 575, Deed Book 618, Page 579 and Deed Book 618, Page 583, all being records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$63.00.

**Walker Wood, Section 10, Part 2**

Situated in State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 23, Quarter Township 4, Township 3, Range 18, United States Military Lands, containing 3.164 acres of land, more or less, said 3.164 acres being part of that tract of land conveyed to PLANNED COMMUNITIES, INC. by deed of record in Deed Book 613, Page 564, Recorder’s office, Delaware County, Ohio. Lot fee in the amount \$21.00.

**Highland Lakes East, Section 11, Part 3**

Situated in the State of Ohio, County of Delaware, Township of Genoa, and in Farm Lots 15, 16, 17 and 8, Quarter Township 3, Township 3, Range 17, United States Military lands, containing 10.935 acres of land, more or less, (2.761 acres are in Farm Lot 15, 8.032 acres are in Farm Lot 16, 0.079 acre is in Farm Lot 17 and 0.063 acre is in Farm Lot 18) said 10.935 acres being part of that tract of land conveyed to DHMI LAKES, LTD. by deed of record in Deed Book 656, Page 833, Recorder’s Office, Delaware County, Ohio, Lot fee in the amount of \$90.00.

**Walker Wood, Section 9 – Ditch Petition**

We the undersigned owners of 4.887 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood, Section 9 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 Walker Wood, Section 9 Subdivision.

The cost of the drainage improvements is \$15,965.00 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. Eleven lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,451.36 per lot.

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An annual maintenance fee equal to 2% of this basis \$29.03 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 \$319.30 has been paid to Delaware County.

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

**Walker Wood, Section 12, Part 1 – Ditch Petition**

We the undersigned owners of 4.824 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood, Section 12, Phase 1 as evidenced by the subdivision plant (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 Walker Wood, Section 12, Phase 1 Subdivision.

The cost of the drainage improvements is \$24,875.00 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. Eleven 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, \$2,261.36 per lot. An annual maintenance fee equal to 2% of this basis \$45.23 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 \$497.50 has been paid to Delaware County.

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

**Walker Wood, Section 12, Part 2 – Ditch Petition**

We the undersigned owners of 5.331 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Walker Wood, Section 12, Phase 2 as evidenced by the subdivision plant (Exhibit "A" 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 Walker Wood, Section 12, Phase 2 Subdivision.

The cost of the drainage improvements is \$30,110.00 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. Thirteen 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, \$2,316.15 per lot. An annual maintenance fee equal to 2% of this basis \$46.32 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 \$602.20 has been paid to Delaware County.

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

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

**RESOLUTION NO. 00-781**

**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR SCIOTO RESERVE, SECTION 3, PHASE 2;**

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

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**Scioto Reserve, Section 3, Phase 2**

**THIS AGREEMENT** executed on this 25<sup>th</sup> day of September 2000, between **TRIANGLE PROPERTIES, INC.** as evidenced by the **SCIOTO RESERVE SECTION 3, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/15/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have



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**RESOLUTION NO. 00-785**

**IN THE MATTER OF RELEASING BOND FOR RIVER BEND, SECTION 1, PHASES 1 AND 3:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to release the bond:

The improvements made for the referenced projects have been completed to the Engineer satisfaction. As these projects are to remain private roads, there are no roadways, which will be accepted into the public system. The Engineer, therefore, request approval to release the letters of credit, which are being held for these projects to the developer, Planned Communities, Inc.

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

**RESOLUTION NO. 00-786**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000123	Del-Co Water	Todd St. Road	Install 6" waterline
U000124	Suburban Natural Gas	Mariner's Watch	Lay plastic pipe

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

**RESOLUTION NO. 00-787**

**IN THE MATTER OF APPROVING THE COOPERATION AGREEMENTS BETWEEN DELAWARE COUNTY AND LIBERTY TOWNSHIP; BERLIN TOWNSHIP; HARLEM TOWNSHIP; OXFORD TOWNSHIP; MARLBORO TOWNSHIP AND KINGSTON TOWNSHIP:**

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

**Liberty Township**

*"COOPERATION AGREEMENT"*  
*LIBERTY TOWNSHIP & DELAWARE COUNTY*  
*LIBERTY ROAD TURN LANE IMPROVEMENTS*

LIBERTY TOWNSHIP RESOLUTION NUMBER 00-252 \_\_\_\_\_ DATE

DELAWARE COUNTY RESOLUTION NUMBER \_\_\_\_\_ DATE

Liberty Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Liberty Road turn Lane Improvement project.

Liberty Township will provide funds totaling 14.0 % of the cost of the project name. Such funds will come from the road and bridge fund.

Delaware County through the County Engineer will provide funds totaling 14.0 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Liberty Township to be the lead applicant and to sign all necessary documents.

Liberty Township agrees to pay its 14.0% of the cost as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 14.0% (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Liberty Township at the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

**Berlin Township**

*"COOPERATION AGREEMENT"*  
*BERLIN TOWNSHIP & DELAWARE COUNTY*  
*PIATT ROAD - PHASE III IMPROVEMENTS*

BERLIN TOWNSHIP RESOLUTION NUMBER \_\_\_\_\_ DATE

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DELAWARE COUNTY RESOLUTION NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

Berlin Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Piatt Road Phase III Improvement project.

Berlin Township will provide funds totaling 16 % of the cost of the project name. Such funds will come from the general, gasoline, motor vehicle license or motor vehicle license permissive funds.

Delaware County through the County Engineer will provide funds totaling 16 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its 16 % of the cost, as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 16 % (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Berlin Township at the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

**Harlem Township**

*"COOPERATION AGREEMENT"*  
*HARLEM TOWNSHIP & DELAWARE COUNTY*  
*NEEDLES ROAD IMPROVEMENTS*

HARLEM TOWNSHIP RESOLUTION NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

DELAWARE COUNTY RESOLUTION NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

Harlem Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Needles Road Improvement project.

Harlem Township will provide funds totaling 12.59 % of the cost of the project name. Such funds will come from the general, gasoline, motor vehicle license or motor vehicle license permissive funds.

Delaware County through the County Engineer will provide funds totaling 12.59 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Harlem Township to be the lead applicant and to sign all necessary documents.

Harlem Township agrees to pay its 12.59 % of the cost, as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 12.59 % (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Berlin Township at the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

**Oxford Township**

*"COOPERATION AGREEMENT"*  
*OXFORD TOWNSHIP & DELAWARE COUNTY*  
*OXFORD TOWNSHIP CULVERT REPLACEMENT PROJECT*

OXFORD TOWNSHIP RESOLUTION NUMBER \_\_\_\_\_ Date \_\_\_\_\_

DELAWARE COUNTY RELSOUTION NUMBER \_\_\_\_\_ Date \_\_\_\_\_

Oxford Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Oxford Township Culvert Replacement Project.

Oxford Township will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the general fund.

Delaware County, through the County Engineer will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Oxford Township to be the lead applicant and to sign all necessary documents.

Oxford Township agrees to pay its 10.0 % of the cost as invoices are due.

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Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 10.0 % (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Oxford Township at the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

**Marlboro Township**

MARLBORO TOWNSHIP RESOLUTION NUMBER \_\_\_\_\_ Date \_\_\_\_\_

DELAWARE COUNTY RESOLUTION NUMBER \_\_\_\_\_ Date \_\_\_\_\_

Marlboro Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Weiser Road Culvert Replacement Project \_\_\_\_\_.

Marlboro Township will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the general fund.

Delaware County, through the County Engineer will provide funds totaling 10.0 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund \_\_\_\_\_.

Delaware County authorizes MarlboroTownship to be the lead applicant and to sign all necessary documents.

Marlboro Township agrees to pay its 10.0 % of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 5.0 % (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Oxford Township at the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

**Kingston Township**

“COOPERATION AGREEMENT”  
KINGSTON TOWNSHIP & DELAWARE COUNTY

**KINGSTON TOWNSHIP CULVERT REPLACEMENT PROJECT**

KINGSTON TOWNSHIP RESOLUTION NUMBER \_\_\_\_\_ DATE

DELAWARE COUNTY RELSOUTION NUMBER \_\_\_\_\_ DATE

Kingston Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Kingston Township Culvert Replacement Project \_\_\_\_\_.

Kingston Township will provide funds totaling 5.0 % of the cost of the project name. Such funds will come from the general fund.

Delaware County, through the County Engineer will provide funds totaling 5.0 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund \_\_\_\_\_.

Delaware County authorizes Kingston Township to be the lead applicant and to sign all necessary documents.

Kingston Township agrees to pay its 5.0 % of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 5.0 % (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Kingston Township at the award of the construction contract. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

**RESOLUTION NO. 00-788**

**IN THE MATTER OF APPROVING THE HARDSHIP EXEMPTION CRITERIA FOR OHIO WORKS FIRST RECIPIENTS WHO HAVE REACHED THEIR 36 MONTH TIME LIMIT:**

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

Whereas,            Section 5107.18 of the Ohio Revised Code limits participation in Ohio Works First (OWF) and cash assistance to 36 months, for families that include an adult head-of-household, or spouse of the head-of-house, or a pregnant minor head-of-household, minor parent head-of-household, or spouse of such head-of-household; and

Whereas,            Section 5107.18 of the Ohio Revised Code allows the County Department of Job and Family Services to exempt up to 20% of the average monthly number of families receiving OWF from



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the time limit on the grounds that they determine that the time limit is a hardship; and

Whereas, the determination of hardship criteria is a County Department of Job and Family Services determination;

Now, therefore, be it resolved that Commissioners of Delaware County approve the hardship criteria on OWF time limits as established by the County Department of Job and Family Services.

**OWF TIME LIMITS  
HARDSHIP CRITERIA FOR DELAWARE COUNTY**

**36 Month Time Limit**

Section 5107.18 of the Ohio Revised Code limits participation in Ohio Works First (OWF) and cash assistance to 36 months, for families that include an adult head-of-household or a spouse of the head-of-household, or a pregnant minor head-of-household, minor parent head-of-household, or spouse of such head-of-household. Time limits do not apply to food stamps, medical card or daycare services.

**20% Exemption Criteria**

Section 5107.18 of the Ohio Revised Code allows the County Department of Job and Family Services to exempt up to 20% of the average monthly number of families receiving OWF from the time limit on the grounds that they determine that the time limit is a hardship. The determination of hardship criteria is a County Department of Job and Family Services determination.

**Delaware County's Hardship Criteria**

Assistance Groups who have reached the 36 month time limit for participation and cash assistance in the OWF program may be exempted from the time limit if all the criteria in Section A are met along with one or more of the hardship criteria in Section B. Section C addresses limits on the number of months an assistance group may receive OWF benefits due to a hardship and frequency of reviews for assistance group meeting a hardship exemption. Section D addresses how OWF assistance groups that transfer in from other counties will be treated. Section E addresses how households reaching the 36 month time limit will be informed about the exemption criteria.

**Section A (Assistance group must meet all criteria in this section.)**

- 1) The total gross income of the OWF assistance group and all other household members, including but not limited to individuals who are normally excluded from the OWF standard filing unit as per OAC Section 5101:1-23-10, does not exceed the Allocation Allowance Standard in OAC Section 5101:1-23-20 for the appropriate household size. Household members, age 60 or older who are not natural or adoptive parents, or stepparents of a minor child in the OWF assistance group, and their income are excluded from this determination.
- 2) The total available resources as defined in FS Manual Section 5101:4-4-01 (A) of the OWF assistance group and all other household members, including but not limited to individuals who are normally excluded from the OWF standard filing unit as per OAC Section 5101:1-23-10, does not exceed \$5000. Household members, age 60 or older who are not natural or adoptive parents or stepparents of a minor child in the OWF assistance group and their resources are excluded from this determination.
- 3) OWF assistance group members who are required to cooperate with the Child Support Enforcement Agency (CSEA), are cooperating with CSEA and have not been sanctioned for failure to cooperate, without good cause, in the preceding 6 months, prior to reaching the 36-month time limit.
- 4) OWF assistance group members who are required to participate in OWF Work Activities or LEAP activities, are actively and successfully participating in those activities as per their individual self-sufficiency plans, and have not been sanctioned for non-participation without good cause, in the preceding 6 months, prior to reaching the 36 month time limit.

**Section B (The OWF adult or minor head-of household, subject to the time limits must meet one or more of these criteria.)**

- 1) Is required in the home to provide full time care for a dependent child who has documented physical health problems; is medically fragile; is diagnosed with mental health problems that require special care' and/or has special needs that require 24 hour care from a parent and no other resource is available.
- 2) Has a dependent child involved with court systems (i.e. custody, juvenile, and probate); mental health and/or counseling preventing employers from hiring that individual. Documentation required.
- 3) Documented chronic or acute illness or disability (to include mental, emotional, and physical disorders) of an adult or child in the family. The adult may require long term care but are not eligible for SSI benefits. Families must cooperate with treatment.

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- 4) Documented victims of domestic violence while they are relocating and are involved with support services.
- 5) Working but still doesn't make enough to get off of public assistance and has documented proven barriers to limit their work hours (i.e. childcare is not available, lack of transportation, health reasons).
- 6) Pregnant mothers, who are physically unable to work due to documented pregnancy risks, until the newborn child/children reach six weeks of age.

**Section C (Hardship exemptions granted, based on Sections A & B are subject to the time limits and reviews specified in this section).**

An OWF assistance group hardship exemption period will be determined relevant to individual circumstances. In no event shall an assistance group continue to receive OWF benefits for more than 24 months based on hardship.

Each exemption month in which cash is received is counted towards the 60 month Federal time limit.

An OWF assistance group's hardship exemption will be reviewed every 3 months to determine if the assistance group continues to meet the exemption criteria or whenever the agency is aware that the assistance group no longer meets the exemption criteria.

During the exemption period, the assistance group must cooperate with OWF and self-sufficiency plans according to participation requirements. Failure to cooperate will result in discontinuation of hardship exemption.

In the event that the number of assistance groups exempted from the 36 month time limits exceeds the allowable 20% amount for the county, OWF assistance groups with the least number of criteria in Section B will lose their hardship exemption first, followed by highest number of months.

**Section D (Transfer-In cases from other counties)**

All OWF assistance groups that transfer in to Delaware County, from other counties, will have their hardship exemption determined by the Criteria in Section A, B, and C, and exemption status will no longer be determined by the previous county's criteria.

**Section E (Informing households of exemption criteria)**

OWF assistance groups that are close to reaching the 36-month time limit will be identified. Notices are continually generated by the CRISE system notifying the assistance group of the number of months of OWF received. In addition to this, the county will send the household a manual notice at least 3 months prior to reaching the 36-month time limit. This notice will inform the assistance group of the number of months of OWF/cash received, the number of months remaining, and the projected date for OWF to end because of the 36 month limit. The notice will also notify the assistance group of an interview date to meet with agency staff to review the participants situation and their plans for when the 36 months time limit is reached. At this interview, the assistance group will be informed of the counties hardship criteria.

Upon termination of OWF after reaching the 36 month time limit, the assistance group will be responsible for contacting their Family Support Case Manager to apply for continuing OWF benefits based on meeting exemption criteria and to provide documentation of how they meet the criteria.

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

**RESOLUTION NO. 00-789**

**IN THE MATTER OF APPROVING THE PURCHASE OF SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND AL-EVA'S LEARNING CENTER:**

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

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
AL-EVA'S LEARNING CENTER**

This Contract is made and entered into on the 14th day of September 2000 between Delaware County Department of Job and Family Services, hereinafter referred to as "DCDJFS" and the AL-EVA'S LEARNING CENTER.

- 1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the

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Programmatic and Fiscal relationships between the DCDJFS and AL-EVA'S LEARNING CENTER for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.

2. **AGREEMENT PERIOD:** This Contract will be effective from September 25, 2000 through June 31, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. **All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.**

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

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the AL-EVA'S LEARNING CENTER for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$15,380. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The AL-EVA'S LEARNING CENTER 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 AL-EVA'S LEARNING CENTER will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

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

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

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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, AL-EVA'S LEARNING CENTER 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:** AL-EVA'S LEARNING CENTER 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 AL-EVA'S LEARNING CENTER.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** AL-EVA'S LEARNING CENTER 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 AL-EVA'S LEARNING CENTER 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 AL-EVA'S LEARNING CENTER agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. AL-EVA'S LEARNING CENTER is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** AL-EVA'S LEARNING CENTER 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 AL-EVA'S LEARNING CENTER 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 AL-EVA'S LEARNING CENTER 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 PRC participants appeal and state hearings in accordance with State Regulations. The AL-EVA'S LEARNING CENTER 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, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the PRC Development Reserve 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 PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership Agreement between the state and Delaware County. As these performance standards are refined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.

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20. **MONITORING AND EVALUATION:** DCDJFS and AL-EVA'S LEARNING CENTER will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
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 Ohio Department of Human Services, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The AL-EVA'S LEARNING CENTER 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 AL-EVA'S LEARNING CENTER 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.

**DESCRIPTION OF SERVICES**

The County Department of Job and Family Services agrees to purchase and Al-Eva's Learning Center agrees to furnish to eligible individuals the following specific services in the manner described below.

1. **For purposes of this agreement, a unit of service is defined as:  
"School year program involving tutoring and support services"**
2. **Provider shall provide services between hours:**  
  
**Tutoring services Monday-Wednesday 1:30p.m.-5:30p.m., Sept 18, 2000-June 8, 2001.  
The school year program will be closed the same days as Delaware City Schools.  
Available as needed for parent visits, teacher meetings and to provide other support services.**
3. **The provider shall deliver the following services in the described manner.**  
**Tutoring services for youth that are in school.**  
**Conduct pre and post tests and provide progress reports.**  
**Serve 75 youth during the school year program.**  
**Provide parental support through parent-teacher meetings, school visits to collaborate with teachers, and advocate for parents and children.**  
**Refer parents to other support services (ie. GED/career exploration, educational and training programs, other ACHIEVE services).**  
**Prepare quarterly progress reports to include # of youth served, individual progress toward outcomes, and referrals made to other agencies.**  
**Bill on a monthly basis.**
4. **The County Department of Human Services shall assist in delivery of services in the following manner:**  
**Assist in ensuring individuals served are PRC eligible.**  
**Monitor the program to ensure goals are met.**

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

**RESOLUTION NO. 00-790**

**IN THE MATTER OF APPROVING THE MODIFIED CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONER AND AFSCME, OHIO COUNCIL 8 AND LOCAL 3072:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve to modify the collective bargaining agreement as follows:

**Article XXI – Wages**

This article shall be deleted in its entirety and replaced with the following language:

“The employees’ wage rates shall be determined in accordance with the County’s Compensation Management System. The County shall determine where new hires are to be placed on the Compensation Management Systems’ Wage Schedule.”

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

**RESOLUTION NO. 00-791**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR NORTHBROOKE CORPORATE CENTER, PHASE 2:**

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

**Northbrooke Corporate Center, Phase 2**

This agreement executed on this 18<sup>th</sup> day of September 2000, by and between AIRTIGHT LTD., SUBDIVIDER, as evidenced by the NORTHBROOKE CORPORATE CENTER, PHASE 2 Sanitary Sewer Improvements and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$43,942.52) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,000.00, 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 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. Ward                      Aye                      Mrs. Martin                      Aye                      Mr. Wuertz                      Aye

**RESOLUTION NO. 00-792**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN SHERBROOK, PHASE 6, PART 1 AND THE SHORES, SECTION 12, PHASES 1 & 2:**

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

<b>Sherbrook, Phase 6, Part 1</b>	1,852 feet of 8 inch sewer	7 manholes
<b>The Shores, Section 12, Phases 1 &amp; 2</b>	1,530 feet of 8 inch sewer	
	2,710 feet of 15 inch sewer	22 manholes

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

**RESOLUTION NO. 00-793**

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

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

**6960 Sunbury Road**

In the amount of \$5,900.00 with \$289.10 finance charge (pro-rated over a 1-year period) making total of \$6,189.10 for placement on tax duplicate. Bi-annual payment being \$3,094.55.

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

RESOLUTION NO. 00-794

IN THE MATTER OF APPROVING THE RENEWAL AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND VERIZON NORTH INC. (GTE NORTH):

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Agreement with Verizon North Inc. (GTE North)(Centranet) for 65 lines at the rate of \$27.69 per line per month for the term of 84 months from in-service date or if the volume commitment is not fulfilled.

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

RESOLUTION NO. 00-795

IN THE MATTER OF ACCEPTING AND AWARDED THE BID SUBMITTED BY LEPI ENTERPRISES, INC. FOR THE ASBESTOS ABATEMENT FOR THE COUNTY OWNED HOMES ON NORTH SANDUSKY AND NORTH UNION STREETS:

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

Whereas, Delaware County went out to bid and bids were taken on September 19, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by LEPI Enterprises, Inc. has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by LEPI Enterprises, Inc., in the amount of \$48,000.00 for the Asbestos Abatement.

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

RESOLUTION NO. 00-796

IN THE MATTER OF ACCEPTING AND AWARDED THE BIDS SUBMITTED BY ROBERTS CONSTRUCTION AND DEMOLITION FOR THE DEMOLITION OF THE COUNTY OWNED HOMES ON NORTH SANDUSKY AND NORTH UNION STREETS:

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

Whereas, Delaware County went out to bid and bids were taken on September 19, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by Roberts Construction and Demolition has been determined to be the lowest and best bids;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Roberts Construction and Demolition for base package bid #2 in the amount of \$460,000.00 and alternate bid #5 for \$30,000.00.

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

9:30 AM - PRESENTATION – SHERYL ROBERTO & JOHN DOUTT- STORM WATER 201/208 PLAN

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners