

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2001**

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

Present: James Ward (Absent), Deborah Martin, Donald Wuertz

PUBLIC COMMENT

RESOLUTION NO. 01-1383

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 322370 THROUGH 322470:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 322370 through 322470 and Purchase Orders and Vouchers as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<u>Vouchers</u>				
1B42992	Kindercare, Neverland	Child care Services	4580-2080	\$ 12,634.00
1B42992	Kindercare, Neverland	Child care Services	4580-2080	\$ 478.00
1B43099	Del. Cty of Dev Disability	Board and Care	0270-2054	\$ 8,750.00
1B43003	DATA	Client/Residential Travel	4510-2025	\$ 2,983.40
1B43003	DATA	Client/Residential Travel	4510-2025	\$ 3,202.20
1B43003	DATA	Client/Residential Travel	4510-2025	\$ 168.10
1B43003	DATA	Client/Residential Travel	4510-2025	\$ 352.20

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

RESOLUTION NO. 01-1384

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM BP EXPLORATION & OIL COMPANY DBA SITE #52784 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that BP Exploration & Oil Company DBA site #52784 has requested new C1 & C2 permits located at St. Rt. 23 & Lewis Center Road, Delaware County, Ohio and

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

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

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

RESOLUTION NO. 01-1385

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Patricia Rayburn attend a Juvenile Sex Offender Workshop In Columbus, Ohio November 19-20, 2001, at the cost of \$30.00.

The Clerk of Courts Office is requesting that Betty Porter attend the Ohio Clerk of Courts Winter Conference in Columbus, Ohio December 11- 14, 2001, at the cost of \$378.00.

The Department of Job and Family Services is requesting that Mona Reilly attend a District Directors Meeting in Chillicothe, Ohio November 29, 2001, at the cost of \$15.00.

The Department of Job and Family Services is requesting that Carrie Block Attend a Adoptive Placement Visit in Hornell, New York November 29-30, 2001, at the cost of \$159.95.

The EMS Department is requesting that Pearline Howald, Bob Fish, Bill Barks and Brent Staley attend a Medical Management & Preparedness for Nuclear, Biologic & Chemical Weapons of Mass Destruction Workshop in

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Columbus, Ohio November 29, 2001, at no cost.

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

RESOLUTION NO. 01-1386

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Joan A. Benner has accepted the position as IM Worker III with the Department of Job and Family Services; effective date December 4, 2001.

Alan L. Lusk has accepted the position as Water Rec. Operator with the Alum Creek Department; effective date December 4, 2001.

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

RESOLUTION NO. 01-1387

IN THE MATTER OF APPOINTING THOMAS SEFCIK AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE COUNCIL FOR OLDER ADULTS:

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

Whereas, the Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individual(s) to the council for Older Adults for a three (3) year term, beginning January 1, 2002 and ending December 31, 2004.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Thomas Sefcik to the Council for Older Adults.

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

RESOLUTION NO. 01-1388

IN THE MATTER OF APPROVING CONTRACT WITH GLEESON CONSTRUCTION INC. (FINISH CARPENTRY/MISCELLANEOUS ACCESSORIES) FOR THE NEW SERVICES BUILDING:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Gleeson Construction, Inc.
189 East Washington Street
Chagrin Falls, OH 44022**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Fifteen – FINISH CARPENTRY/MISCELLANEOUS ACCESSORIES
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015**

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ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Two Hundred Fifty-Four Thousand Dollars (\$254,000.00), based upon the Bid Form, dated May 11, 2001 submitted by the Contractor.

\$254,000 Base Bid
no alternates awarded
Total Contract Amount \$254,000

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before* Substantial Completion for all Bid Package Contracts 3/6/2002
Completion of all Architects Prepared Punch list Items 4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their

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successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 01-1389

**IN THE MATTER OF APPROVING CONTRACT WITH GLEESON CONSTRUCTION INC.
(INTERIOR ARCHITECTURAL WOODWORK/MISCELLANEOUS SPECIALTIES) FOR THE NEW
SERVICES BUILDING:**

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

DELAWARE COUNTY BOARD OF COMMISSIONERS

CONTRACT

This Contract made by and between:

**Gleeson Construction, Inc.
189 East Washington Street
Chagrin Falls, OH 44022**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Twenty-four – INTERIOR ARCHITECTURAL
WOODWORK/MISCELLANEOUS
SPECIALTIES
Delaware County Services Building
140 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Seven Hundred Twenty-eight Thousand, Eight Hundred Sixty dollars (\$728,860), based upon the Bid Form, dated July 24, 2001 submitted by the Contractor.

***\$728,860 Base Bid
no alternates awarded
Total Contract Amount \$728,860***

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid

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Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before* Substantial Completion for all Bid Package Contracts 3/6/2002
 Completion of all Architects Prepared Punch list Items 4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
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More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

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ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 01-1390

IN THE MATTER OF APPROVING PLAT FOR WALKER WOOD SECTION 5 AND DITCH MAINTENANCE PETITIONS FOR SUMMERWOOD SECTION 2 AND REVISED GOLF VILLAGE SECTION 3:

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

Walker Wood Section 5

Situated In The 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 A Total Of 17.050 Acres Of Land, More Or Less, Said 17.050 Acres Being Comprised Of 12.407 Acres And 4.643 Acres Portions Of That Tract Of Land Conveyed To Planned Communities, Inc. By Deed Of Record In Deed Book 627, Page 749, Recorder's Office, Delaware County, Ohio. Cost \$51.00.

Ditch Maintenance Petition-Summerwood Section 2

We the undersigned owners of 16.46 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as **Summerwood Section 2** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Summerwood Section 2** Subdivision.

The cost of the drainage improvements is \$21,924.00 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. Twelve (12) 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, \$1,827.00 per lot. An annual maintenance fee equal to 2% of this basis \$36.54 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 \$438.48 has been paid to Delaware County.

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

Revised Ditch Maintenance Petition-Golf Village Section 3

We the undersigned owners of 33.661 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Golf Village Section 3** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in

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conjunction with the approval of the **Golf Village Section 3** Subdivision.

The cost of the drainage improvements is \$220,736.97 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. Fifty-seven (57) 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, \$3,872.58 per lot. An annual maintenance fee equal to 2% of this basis \$77.45 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 \$ 4,414.74 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-1391

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR WALKER WOOD SECTION 5:

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

Walker Wood Section 5

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

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$18,400** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached.

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

RESOLUTION NO. 01 -1392

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U-010199	Verizon	Berlin Station	Place telephone cable
U-010200	Ameritech	Red Bank Road	Place conduit
U-010201	Verizon	Steamtown Road	Place telephone cable
U-010202	Verizon	Ashley Road	Place telephone cable
U-010203	Columbia Gas	Maketewah Drive	Install gas main
U-010204	Suburban Natural Gas	Walker Wood 13	Install gas main
U-010205	Suburban Natural Gas	Big Walnut Road	Install gas main
U-010206	Suburban Natural Gas	Big Walnut Road	Lay plastic pipe
U-010207	Suburban Natural Gas	Worthington Galena Road	Bore under road
U-010208	Suburban Natural Gas	Crosskirk Drive	Lay gas main

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

RESOLUTION NO. 01-1393

IN THE MATTER OF DECLARING THE DRIVEPIPE AT 11851 TRENTON ROAD AN OBSTRUCTION IN THE ROAD RIGHT-OF-WAY AND APPROVING THE ENGINEER'S ACTIONS TO RECTIFY THE SITUATION:

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

The Engineer's office has noticed an unsafe condition at the residence of William and Melodee Yount at 11851 Trenton Road whereas the drivepipe has deteriorated to the point that, under heavy rains, water backs up on the roadway causing a very unsafe condition. This also results in causing water problems for surrounding homeowners.

The Engineer's Office has tried unsuccessfully to contact Mr. and Mrs. Yount to discuss this situation. A letter was sent in July of this year but received no response. A certified letter was sent in October but, as of this date, the letter has not been claimed by the Younts. Both letters are available for information.

Under the guidelines of Section 5547.04, 5547.03 and 5547.02 of the Ohio Revised Code, the Delaware County Engineer's Office is requesting the Board to declare this drivepipe an obstruction in the road right-of-way and

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approve the Engineer's actions to rectify this situation.

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

RESOLUTION NO. 01- 1394

IN THE MATTER OF APPROVING COOPERATION AGREEMENT WITH BERLIN TOWNSHIP & DELAWARE COUNTY FOR PIATT ROAD IMPROVEMENTS (BETWEEN CHESIRE ROAD AND PEACHBLOW) FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
BERLIN TOWNSHIP AND DELAWARE COUNTY
PAITT ROAD IMPROVEMENT PROJECT**

BERLIN TOWNSHIP RESOLUTION NUMBER 01-09-07 Date September 24, 2001

DELAWARE COUNTY RESOLUTION NUMBER 01-1394 Date 11-26-01

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Piatt Road 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 fund.

Delaware County, through the County Engineer will provide funds totaling 11.62% 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 percent of project costs as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its 11.62 % (not to exceed \$50,000) of the cost through the engineering services contract and any balance to the 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. This agreement is valid for this application and this application year (2001) only.

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners