

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2001

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

Present: James Ward, Deborah Martin, Donald Wuertz.

PUBLIC COMMENT

RESOLUTION NO. 01-1276

IN THE MATTER OF INSTRUCTING THE COUNTY ADMINISTRATOR TO PREPARE A RESOLUTION OPPOSING THE 2 DAY SALE TAX SUSPENSION:

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

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

RESOLUTION NO. 01-1277

A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND IN ADDITION TO COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT FUNDS FOR PRIVATE REHABILITATION ACTIVITIES CONSISTENT WITH THE (CHIP) GRANT TO ASSIST ELIGIBLE LOW-MODERATE INCOME HOUSEHOLDS

It was moved by Mrs. Martin, seconded by Mr. Wuertz to authorize the use of Revolving Loan Fund:

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

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

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

WHEREAS, Delaware County currently has been granted an extension until November 30, 2001 to complete activities approved under the FY99 CHIP; and

WHEREAS, Delaware County is in the process of bidding and contracting for services for the Private Housing Rehabilitation portion of the CHIP and may require additional funding to complete this activity in addition to the remaining CHIP grant funds; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households, and can be used to assist such households through the CHIP.

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

Section 1. That the Delaware County Board of Commissioners authorize the use of the Delaware County Revolving Loan fund in an amount not to exceed \$90,000 in addition to available CHIP Grant funds for Private Housing Rehabilitation activities.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 01-1278

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR FY99 CHIP PRIVATE HOUSING REHABILITATION:

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

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

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

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

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

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 112 W. North Street, Ostrander, Ohio in the amount of \$51,675.00 consistent with the requirements of the Delaware County FY99 CHIP.

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

Section 1. That Chris Pappert, Housing Rehab Specialist, determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 112 W. North Street, Ostrander, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Tyeveco Inc. for the FY99 CHIP in the amount of Fifty-One Thousand six Hundred Seventy-Five Dollars (\$51,675.00).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 31st day of October 2001, by and between Erdean Egger (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at 112 W. North St., Ostrander, Ohio.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$51,675.00 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$51,675.00 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$51,675.00.

OWNER AND CONTRACTOR AGREE:

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.
7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

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

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

Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	45%	= \$23,253.75
2	45%	= \$23,253.75
10% Retainage	100% & 30 Days	10% = \$5,167.50

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

9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than December 31, 2001.
14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

RESOLUTION NO. 01-1279

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR FY99 CHIP PRIVATE HOUSING REHABILITATION:

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

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

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving

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financial assistance under the CDBG and HOME programs for the purpose of addressing local housing needs throughout Delaware County; and

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

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

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 178 E. High Street, Ostrander, Ohio in the amount of \$18,297.00 consistent with the requirements of the Delaware County FY99 CHIP.

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

Section 1. That Chris Pappert, Housing Rehab Specialist, determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 178 E. High Street, Ostrander, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Tyeveco Inc. for the FY99 CHIP in the amount of Eighteen Thousand Two Hundred Ninety-Seven Dollars (\$18,297.00).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 31st day of October 2001, by and between Charlotte Jenkins (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at 178 E. High St., Ostrander, Ohio.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$18,297.00 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$18,297.00 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$18,297.00.

OWNER AND CONTRACTOR AGREE:

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.
7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

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

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

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completion:

Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	45%	= \$8,233.65
2	45%	= \$8,233.65
10% Retainage	100% & 30 Days	10% = \$1,829.70

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

9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than December 31, 2001.
14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

RESOLUTION NO. 01-1280

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR FY99 CHIP PRIVATE HOUSING REHABILITATION:

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

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

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

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

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

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 242 W. High St., Ostrander, Ohio in the amount of \$35,156.00 consistent with the requirements of the Delaware County FY99 CHIP.

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

Section 1. That Chris Pappert, Housing Rehab Specialist, determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 242 W. High Street, Ostrander, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Tyeveco Inc. for the FY99 CHIP in the amount of Thirty-Five Thousand One Hundred and Fifty-Six Dollars (\$35,156.00).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 31st day of October 2001, by and between Kent and Karen Kramer (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at 242 W. High St., Ostrander, Ohio.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$35,156.00 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$35,156.00 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$35,156.00.

OWNER AND CONTRACTOR AGREE:

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.
7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

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

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

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Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	45%	= \$15,820.20
2	45%	= \$15,820.20
10% Retainage	100% & 30 Days	10% = \$3,515.60

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

9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than December 31, 2001.
14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

RESOLUTION NO. 01-1281

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR FY99 CHIP PRIVATE HOUSING REHABILITATION:

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

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

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

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

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1999; and

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

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 3521 Rich Drive, Galena, Ohio in the amount of \$45,895.00 consistent with the requirements of the Delaware County FY99 CHIP.

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

Section 1. That Chris Pappert, Housing Rehab Specialist, determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 3521 Rich Drive, Galena, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Tyeveco Inc. for the FY99 CHIP in the amount of Forty-Five Thousand Eight Hundred and Ninety-Five Dollars (\$45,895.00).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 31st day of October 2001, by and between Kim Cole (Owners) and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner’s property located at 3521 Rich Drive, Galena, Ohio.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$45,895.00 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit “A” - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$45,895.00 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit “A” - Work Specifications for a total price of \$45,895.00.

OWNER AND CONTRACTOR AGREE:

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.
7. We agree not to make any “side agreements” or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

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

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

Payment Number	Percentage of Work	Payment Amount
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	Completed	(% of Total Cost)
1	45%	= \$20,652.75
2	45%	= \$20,652.75
10% Retainage	100% & 30 Days	10% = \$4,589.50

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

9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than December 31, 2001.
14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

RESOLUTION NO. 01-1282

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR FY99 CHIP PRIVATE HOUSING REHABILITATION:

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

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

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

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

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1999; and

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

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 49 N. Main St., Ostrander, Ohio in the amount of \$50,693.85 consistent with the requirements of the Delaware County FY99 CHIP.

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

Section 1. That Chris Pappert, Housing Rehab Specialist, determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 49 N. Main St., Ostrander, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Tyeveco Inc. for the FY99 CHIP in the amount of Fifty Thousand Six Hundred and Ninety-Three Dollars and 85/100 (\$50,693.85).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 31st day of October 2001, by and between Doris Henry and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at 49 N. Main St., Ostrander, Ohio.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$50,693.85 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$50,693.85 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$50,693.85.

OWNER AND CONTRACTOR AGREE:

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.
7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

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

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

Payment Number	Percentage of Work	Payment Amount
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	Completed	(% of Total Cost)
1	45%	= \$22,812.23
2	45%	= \$22,812.23
10% Retainage	100% & 30 Days	10% = \$5,069.39

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

9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit Work Specifications.
12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than December 31, 2001.
14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

RESOLUTION NO. 01-1283

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY TYEVCO INC., FOR FY99 CHIP PRIVATE HOUSING REHABILITATION:

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

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

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

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

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

WHEREAS, Tyeveco Inc., 1678 W. Audubon Blvd., Lancaster, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property located at 9 Vine Street, Ashley, Ohio in the amount of \$11,146.00 consistent with the requirements of the Delaware County FY99 CHIP.

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

Section 1. That Chris Pappert, Housing Rehab Specialist, determined that on the basis of price and experience, Tyeveco Inc, has submitted the lowest and best bid to provide housing rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 9 Vine St., Ashley, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Tyeveco Inc. for the FY99 CHIP in the amount of Eleven Thousand One Hundred and Forty-Six Dollars (11,146.00).

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 31st day of October 2001, by and between Robert and Vada Fellows and Tyeveco Inc., (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner’s property located at 9 Vine St., Ashley, Ohio.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$11,146.00 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit “A” - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$11,146.00 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit “A” - Work Specifications for a total price of \$11,146.00.

OWNER AND CONTRACTOR AGREE:

6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.
7. We agree not to make any “side agreements” or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

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

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

Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
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1	45%	= \$5,015.70
2	45%	= \$5,015.70
10% Retainage	100% & 30 Days	10% = \$1,114.60

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

9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than December 31, 2001.
14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

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

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

There being no further business the meeting adjourned.

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Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners