

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 4, 2002

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

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

- 10:00 AM Bid Opening Date For Sawmill/Bradford And Worthington/ Powell Signal Projects (50 Channing Street)
- 1:30 PM Viewing For Consideration Of A Ditch Petition Filed By Marcus Fisher And Others; Commencing Across From 7350 Berkshire Road
- 7:30 PM Reconvening The Public Hearing For Annexation Of 1.963 Acres From Orange Township To The City Of Columbus
- 7:45 PM Reconvening The Public Hearing For Annexation Of 50.16 Acres From Liberty Township To The City Of Delaware
- 8:00 PM Public Hearing # 1 For The Delaware County Community Development Block Grant Program
- 8:10 PM Public Hearing For The Delaware County Community Housing Improvement Strategy Amendment

RESOLUTION NO. 02-277

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 02-278

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Wuertz to adjourn out of Executive Session at 9:02AM.

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

PUBLIC COMMENT -- Mr. Wuertz spoke regarding the tragic fire at the Buns Restaurant of this morning. He noted the county is assisting the employees and the owner

RESOLUTION NO. 02-279

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS NUMBERED 331258 THROUGH 331360:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants numbered 331258 through 331360 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B13388	Air Experts	HVAC Change Orders	8612-4011	\$ 13,658.00
2B13387	Air Experts	Interior HVAC Changes	8612-4011	\$ 25,667.00
2B13394	Juvenile Court	CSEA Contract 2002	0120-2035	\$ 35,000.00
2P11612	M/I Homes	Balance /Inspection fees/Covington Meadows	3510-2361	\$ 5,808.50
2P11584	OH Utilities Protection Services	Annual LBP fees	3510-2854	\$ 5,317.20
2B13105	L. Robert Kimball & Assoc. Inc	Professional services	4814-4031	\$ 17,359.84
INCREASE				
2B08325	Sellers Electric		8612-4011	\$ 41,667.00
VOUCHERS				
2B08328	Jones Excavation	Demolition	8612-4011	\$ 8,750.00
2B13157	RCC Consultants, Inc.	Radio frequency analysis	4814-4120	\$ 14,007.92
2B43297	Symbiont	Cluster	4535-2081	\$ 6,300.00
2B11023	Del Cty Engineer Dept	Liability/Property Ins. Claims	0060-2505	\$ 11,065.01
1B12621	Various Vendors	DKMM Recyclable Containers	0120-4160	\$ 54,155.26
			0450-4160	\$ 1,944.74

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

RESOLUTION NO. 02 -280

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IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

- The Economic Development Department is requesting that Dottie Brown attend Office of Housing and Community Partnerships Meeting on Lead Based Paint in Columbus, Ohio March 7, 2002, at no cost.
- The Economic Development Department is requesting that Dottie Brown attend an Ohio Department of Development –CHIP 2002 Seminar in Columbus, Ohio March 11, 2002, at no cost.
- The Veterans Services Department is requesting that Valerie Crane, Richard Bennett and John VanDyck attend a School and Conference For National Association of County Veteran Services Officers in Las Vegas, NV June 9 through June 15, 2002, at the cost of \$3,393.00. (To Keep National Certification current).
- The EMS Department is requesting that Sheila Perin attend a Intro to Emergency Management Course at Deer Creek State Park April 8-11, 2002, at no cost.
- The Department of Jobs and Family Services is requesting that Perry Harper attend a Civil Rights Training Seminar in Green County March 5, 2002, at the cost of \$70.00. (Required Training).
- The Engineer Department is requesting that Rob Riley attend a Design Considerations for Bridges Course in Columbus, Ohio April 23, 2002, at the cost of \$75.00.
- Juvenile Court is Requesting that Dawn Huston attend a Wage and Hour Law Seminar in Toledo, Ohio March 26, 2002, at the cost of \$239.00. (Required Training).
- Common Pleas Court is requesting that Erin Kline and Mark Taglione attend a Course on Individual Chemical Repellent in London, Ohio May 2-3, 2002, at the cost of \$280.00. (Safety).

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

RESOLUTION NO. 02-281

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Tuition Assistance requests as follows:

Kenneth Rosenbaum Two classes \$513.00

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

RESOLUTION NO. 02-282

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED COMMERCIAL AND OFFICE DISTRICT (PC) FOR A TWO-ACRE TRACT IN RADNOR TOWNSHIP OWNED BY RANDY WILGUS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to set **Monday, March 25, 2002, at 8:15 pm**, in the Office of the Delaware County Commissioners as the date, time and place for public hearing on the rezoning application of Randy Wilgus, 3769 Warrensburg Road, Delaware, Ohio 43015. The application requests a zoning District Change from Farm Residence District (FR-1) to Planned Commercial and Office District (PC) for a two-acre tract located west of 3769 Warrensburg Road, Delaware, Ohio in Radnor Township. The petitioners are proposing the development of an agricultural retail supply which is to include the sale of some nonagricultural commodities. Interested persons may appear and voice opinion in respect to this proposed zoning amendment.

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

RESOLUTION NO. 02-283

IN THE MATTER OF APPROVING THE AMENDED SOLID WASTE MANAGEMENT PLAN OF THE DELAWARE, KNOX, MARION, MORROW JOINT COUNTY WASTE MANAGEMENT DISTRICT:

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

Whereas, the Board of County Commissioners of Delaware, Knox, Marion and Morrow Counties have established the Delaware, Knox, Marion, Morrow Joint County Solid Waste Management Policy Committee (the “Policy Committee”) in accordance with Section 3734.54 of the Revised Code to amend the District’s Solid Waste Management Plan (the “Amended Plan”) for the District as required by Section 3734.54; and

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Whereas, the Policy Committee completed a draft Amended Plan for the District and Submitted that Plan to the Director of the Ohio Environmental Protection Agency for preliminary review and comment in accordance with Sections 3734.54 and 3734.55 of the Revised Code; and

Whereas, the Policy Committee received the EPA Director’s written, nonbonding advisory opinion regarding the draft Amended Plan, established a public comment period and held a public hearing concerning the draft Amended Plan; and

Whereas, the Policy Committee, after consideration of comments and recommendations received concerning the draft Amended Plan, has adopted and submitted to this legislative authority a copy of the draft Amended Plan for the District (the Final Draft Amended Plan”); and

Whereas, this legislative authority is required by Division (B) of Section 3734.55 of the Revised Code to approve or disapprove the Final Draft Amended Plan within 90days after receiving a copy of the Final Draft Amended Plan and has been requested to approve the Final Draft Plan;

Now therefore, be it resolved by the Board of Commissioners of the County of Delaware, State of Ohio, that:

Section 1. The Final Draft Amended Plan is hereby approved in the form submitted to this legislative authority and presently on file with the Clerk of this legislative authority.

Section 2. The Clerk of this legislative authority is hereby authorized and directed to mail or otherwise deliver promptly a certified copy of this Resolution to the Policy Committee.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Resolution shall be in full force and effect from and immediately upon its adoption.

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

RESOLUTION NO. 02-284

IN THE MATTER OF DELAWARE COUNTY ADOPTING A RESOLUTION PROCLAIMING
MARCH 2002 AS MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES MONTH:

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

Whereas: mental retardation and developmental disabilities are conditions which affect more than six-million American children and adults and their families;

Whereas: the most effective weapons for alleviation of the serious problems associated with developmental disabilities are public knowledge and understanding;

Whereas: we encourage all our citizens to realize that every face in our community belongs and that individuals with developmental disabilities should be afforded full access to community housing, employment and leisure activities; and

Whereas: the potential for citizens with developmental disabilities to function more independently and productively must be fostered;

Now, therefore, we, the Delaware County Commissioners, do hereby proclaim the month of March 2002 as Mental Retardation and Developmental Disabilities Month...

...and give full support to efforts toward enabling people with developmental disabilities to live productive lives and achieve their potential.

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

MRDD- Family Presentation

RESOLUTION NO. 02-285

IN THE MATTER OF ESTABLISHING A NEW FUND:

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

NEW FUND

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042-00-0000	Undivided Property Tax Replacement Fund				Agency Fund	
Vote on Motion	Mrs. Martin	Absent	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-286

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR’S OFFICE:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
001-0310-010	Gen Fund/Auditor – Salaries	\$ 5,000.00

Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Absent	Mr. Ward	Aye
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RESOLUTION NO. 02-287

IN THE MATTER OF APPROVING PLAN FOR SHERBROOK PHASE 10 AND DITCH MAINTENANCE PETITION FOR SHERBROOK PHASE 10:

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

Sherbrook Phase 10

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Lying In Farm Lots 1 And 2, Quarter Township 3, Township 3 North, Range 17 West, United States Military District, Containing 4.118 Acres In Farm Lot 1 And 12.274 Acres In Farm Lot 2, And Being 16.392 Acres, More Or Less, Including 2.908 Acres Of Right-Of-Way, Out Of A 39.787 Acre Tract Of Land Conveyed To Tussic Road Associated By Deed Of Record In Official Record 84, Pages 2246-2248, Records Of The Recorders Office, Delaware County, Ohio. Cost \$138.00.

Ditch Maintenance Petition- Sherbrook Phase 10

We the undersigned owners of 16.392 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Sherbrook Phase 10** 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 **Sherbrook Phase 10** subdivision.

The cost of the drainage improvements is \$ 96,481.75 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. 46 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, \$ 2,025.66 per lot. An annual maintenance fee equal to 2% of this basis \$ 40.51 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,929.63 has been paid to Delaware County. Easements to provide for the maintenance of the improvements have been provided on the plat.

Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Absent
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RESOLUTION NO. 02-288

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR SCIOTO RESERVE SECTION 1, PHASE 5; SCIOTO RESERVE SECTION 1, PHASE 6 AND WEDGEWOOD PLACE SECTION 2:

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

Scioto Reserve Section 1, Phase 5

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SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 4th day of March 2002, between **ROCKFORD HOMES** as evidenced by the **SCIOTO RESERVE SECTION 1, PHASE 5** 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 8/24/01, 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 **NINETEEN THOUSAND SEVEN 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. 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 been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor

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or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

Scioto Reserve Section 1, Phase 6

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 4th day of March 2002, between **JOSHUA HOMES** as evidenced by the **SCIOTO RESERVE SECTION 1, PHASE 6** 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 8/24/01, 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 **SEVENTEEN THOUSAND SEVEN 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. 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**

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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 been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

Wedgewood Place Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 4th day of March 2002, between **VIRGINIA HOMES, LTD.** as evidenced by the **WEDGEWOOD PLACE SECTION 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 2/6/02, 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

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NINETEEN THOUSAND TWO HUNDRED FIFTY 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. 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 been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

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

RESOLUTION NO. 02-289

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR RIVER'S EDGE AT ALUM CREEK SECTION 1:

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

River's Edge at Alum Creek Section 1

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 **\$33,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is currently in place. He also request approval to return the Letter of Credit being held as construction surety to the developer, Landvest LLC.

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

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RESOLUTION NO. 02-290

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

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

Permit #	Applicant	Location	Type of Work
U02012	Sprint	County Line Road	Place Buried Cable

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

RESOLUTION NO. 02-291

IN THE MATTER OF AUTHORIZING A REQUEST THAT ODOT ENACT A SPEED LIMIT
REVISION ON SOUTH OLD 3C HIGHWAY (COUNTY ROAD 24):

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize speed limit revision as follows:

Speed Limit Reduction on South Old 3C Highway (County Road 24)

The Genoa Township Trustees have requested that the County Engineer conduct a speed limit study on South Old 3C Highway. This road had been incorrectly posted at 35 miles per hour for an unknown period of time when the road is, in fact, journalized at a 55 mile per hour speed limit. The Township recently removed the 35 miles per hour signs but asked to have the speed limit officially established at 35 miles per hour. The Engineer has performed a speed limit study for this road and, as a result of the study, find that the safe prima fascia speed limit for South Old 3C Highway is 45 miles per hour.

Therefore, the Engineer recommends that your Board enact a resolution requesting that the Director of the Ohio Department of Transportation declare and journalize a safe prima fascia speed limit of 45 miles per hour for South Old 3C Highway from the intersection with State Route 3 to the intersection with County Road Number 111.

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

RESOLUTION NO. 02-292

IN THE MATTER OF AUTHORIZING A REQUEST THAT ODOT ENACT A SPEED LIMIT
REVISION ON WILSON ROAD (TOWNSHIP ROAD 56):

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize speed limit revision as follows:

Speed Limit Reduction on Wilson Road (Township Road 56)

At the request of the Kingston Township Trustees, this office has performed a speed limit study for the portion of Wilson Road which is within Kingston Township. The present speed limit on this road is 55 miles per hour. The Office has found that, due to the physical characteristics of this road and further due to the heavy traffic volume and large number of accidents, a speed limit of 45 miles per hour is warranted for Wilson Road from the Brown/Kingston Township line to State Route 61.

Therefore, the Engineer recommends that your Board enact a resolution requesting that the Director of the Ohio Department of Transportation cause the prima fascia speed limit on said section of Wilson Road be reduced from 55 miles per hour to 45 miles per hour.

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

RESOLUTION NO. 02-293

IN THE MATTER OF APPROVING THE CONTRACT MODIFICATION FOR THE STILSON
CONSULTING GROUP FOR ENGINEERING WORK ON MAXTOWN ROAD INTERSECTION:

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

CONTRACT (Modification) # 1

MODIFCATION AGREEMENT made and entered into this 4th day of March, 2002, by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and STILSON CONSULTING GROUP, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated **July 23, 2001**, by and between the **DELAWARE COUNTY COMMISSIONERS** and **STILSON CONSULTING GROUP**.

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That said **FIRST AND SECOND PARTY**, hereby agree to increase the current contract amount of **\$94,900.00 (\$78,000.00 basic scope plus \$15,500 for 2 signal designs) by \$28,500.00** for additional engineering work related as deemed necessary and agreed to by the Delaware County Engineer. The revised contract amount is, therefore, increased to a **TOTAL of ONE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED DOLLARAS AND ZERO CENTS, (\$123,400.00)** to be paid as specified in the terms of the original agreement.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer's Office.

The consultant hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under their foregoing policies of insurance.

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

RESOLUTION NO. 02-294

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PURCHASE OF THREE DUMP BEDS WITH HYDRAULICS:

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

Sealed bids will be received by the Delaware County Commissioners **at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015** for **Three Dump Beds with Hydraulics**. Said bid shall be based upon pricing per the specifications available at the Office of the Delaware County Engineer. Bids will be received until **10:00 a.m. on Monday, March 25, 2002**, at which time said bids shall be opened. An award shall be made at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

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

RESOLUTION NO. 02-295

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR EMA:

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

SUPPLEMENTAL APPROPRIATIONS		
FUND NUMBER:	FUND NAME:	AMOUNT:
101-1010-015	EMA - Mat & Sup	\$ 2,779.43

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

RESOLUTION NO. 02-296

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS:

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

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective January 1, 2002, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and the following list of child care providers entered into as listed.

Name	Address
A+ Child Care and Learning Center	398 Denascus Road, Marysville, Ohio 43040
Crayon Kids of Dublin	6190 Shamrock Ct., Dublin, Ohio 43017
Delaware City School Age Child Care	Various
Do Drop Inn	4333 G. Tuller Road, Dublin, Ohio 43017
Georgiana Finchum	7260 Marion TWP Road 243, Findlay, Ohio 43015
Brianna Kinniard	34 East Street, Delaware, Ohio 43015

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Shanna Watson

635 Pebble Place, Apt B, Delaware, Ohio 43015

SITE:

Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a.

I. Article 3. Contract Services: No change.

II. Article 4. Cost and Delivery of Purchased Services:

Absentee Payment Policy: The maximum number of absent days reimbursed to the Provider shall not exceed ten (10) days in a six-month period during which publicly funded child day-care is provided to the child regardless of the number of providers that provide publicly funded child day-care to the child during that period. (ORC 5104.32 C) After two consecutive absentee days, the Provider shall report the absences to the Department. Failure of the Provider to report absences on a timely basis may result in the termination of payment after the second consecutive day.

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

RESOLUTION NO. 02-297

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND ERGON FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County"), and Ergon (hereafter "Ergon").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Ergon is willing to provide services or, contract out for services, and Ergon is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Ergon will provide services for WIA/TANF-eligible participants. Services will include:

1. Youth: Development and monitoring opportunities with local employers for a maximum of 15 youth to work in unpaid internships and 5 youth to work in paid on-the-job training (OJT). Ergon will accept 3 referrals per month for internships and 1 per month for OJT.

2. Adult Service Coordination: Links the participant to community agencies for needed services and acts as the single point of contact for a participant that is working with multiple agencies. Service coordination will help the participant by organizing child care, arranging transportation, meal planning, getting doctor appointment schedules, etc. Ergon will accept 2 referrals per month.

3. Adult Work Experience Site: Develop and monitor work experience sites with local employers. These will be unpaid experiences with public, private, and non-profit businesses/agencies. Ergon will accept 2 referrals per month.

B. The cost of Ergon services will be as follows (as per proposal):

Youth Internships/OJT	\$ 300 per youth per month
Adult Service Coordination	\$ 35 per hour of service
Job Coaching	\$ 35 per hour of service
Develop Work Experience Sites	\$8,000

Expenditures under this contract will not exceed \$30,000.

C. The time period for this contract is from February 25, 2002 through June 31, 2002.

D. Ergon shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Ergon understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be

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effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Ergon agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Ergon agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Ergon agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Ergon agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Ergon will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by Ergon or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Ergon must notify the Department immediately.

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

RESOLUTION NO. 02-298

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND JOBS FOR OHIO’S GRADUATES FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, “Department”), the Delaware County Board of Commissioners (hereafter “County:), and Jobs for Ohio’s Graduates (hereafter “JOG”).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and JOG is willing to provide services or, contract out for services, and JOG is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. JOG will provide services for WIA/TANF-eligible participants. JOG program and services will serve a minimum of 47 in-school youth between the ages of 14 and 21 and JOG will enroll 15 out-of-school youth between the ages of 16 and 21. Services will include:

- 1. Tutoring, study skills, and instruction, leading to completion of secondary school;
- 2. Paid and unpaid work experience, including internships and job shadowing, as appropriate;
- 3. Occupational skills training;
- 4. Leadership development opportunities;
- 5. Support services
- 6. Follow-up services for not less than 12 months after completion of the program for all youth;
- 7. Comprehensive guidance and counseling, which may include drug and alcohol, abuse and counseling and referral.

B. The cost of JOG services is \$4,500 per month. Expenditures for this contract will not exceed \$20,000.

C. The time period for this contract is from February 25, 2002 through June 31, 2002.

D. JOG shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. JOG understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

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G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. JOG agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. JOG agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. JOG agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and JOG agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that JOG will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by JOG or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, JOG must notify the Department immediately.

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

RESOLUTION NO. 02-299

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND THE DELAWARE JVS ADULT EDUCATION FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:), and Delaware JVS Adult Education (hereafter "Delaware JVS Adult Education").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Delaware JVS Adult Education is willing to provide services or, contract out for services, and Delaware JVS Adult Education is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Delaware JVS Adult Education will provide services for WIA/TANF-eligible participants. Services will include:
- 1. Delaware JVS Adult Education will provide 12, 50-hour classes to include prevocational training and training services such as diversity training, thinking outside the box (paradigms), and safety on the job. Classes will be arranged for a minimum of 4 individuals up to a maximum of 15.
 - B. The cost of Delaware JVS Adult Education services is \$3,250 per class. Expenditures for this contract will not exceed \$39,000.
 - C. The time period for this contract is from February 25, 2002 through June 31, 2002.
 - D. Delaware JVS Adult Education shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
 - E. Delaware JVS Adult Education understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
 - F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

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G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Delaware JVS Adult Education agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Delaware JVS Adult Education agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. JVS Adult Education agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Delaware JVS Adult Education agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Delaware JVS Adult Education will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by Delaware JVS Adult Education or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Delaware JVS Adult Education must notify the Department immediately.

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

RESOLUTION NO. 02-300

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND OSBORN CONSULTING FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:), and Osborn Consulting (hereafter "Osborn Consulting").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Osborn Consulting is willing to provide services or, contract out for services, and Osborn Consulting is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Osborn Consulting will provide services for WIA/TANF-eligible participants. The program and services will provide workshops and individual sessions to help dislocated workers deal with challenges associated with being suddenly unemployed. Services will include:

- 1. Employee in Transition workshop;
- 2. Moving Through Change Network Group;
- 3. Individual Sessions.

B. The cost of Osborn Consulting services is:

Employees in Transition Workshop	\$625.00per workshop
Moving Through Change Network Groups	\$175.00per group session
Individuals Sessions	\$ 75.00per individual session

The total cost of the contract shall not exceed \$6,375.

C. The time period for this contract is from February 25, 2002 through June 31, 2002.

D. Osborn Consulting shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

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E. Osborn Consulting understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Osborn Consulting agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Osborn Consulting agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Osborn Consulting agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Osborn Consulting agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Osborn Consulting will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by Osborn Consulting or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Osborn Consulting must notify the Department immediately.

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

RESOLUTION NO. 02-301

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND DELAWARE JVS COMMUNITY CAREER RESOURCE CENTER FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:), and Delaware JVS Community Career Resource Center (hereafter "CCRC").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CCRC will provide services for WIA/TANF-eligible participants. A series of workshops and individual sessions will be provided two days per week. Services will include:

- 1. Orientation workshop. Using a barrier assessment tool, clients will identify issues, problem-solve, and network with community resources and One-Stop partners.
- 2. Individuals will be scheduled for one-hour appointments to develop employment goals and plans to overcome barriers identified in the orientation workshop.
- 3. Rotating workshops will be offered twice per month to include:
 - a. Job/Career Research;
 - b. Resume Development/Skill Identification;
 - c. Taking The Next Step: Information interviews, phone calls, contacts;
 - d. The Balancing Act: Balancing work, family, and fun.

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B. The cost of CCRC services is \$369.39 per service day. Expenditures for this contract will not exceed \$15,514.21.

C. The time period for this contract is from February 25, 2002 through June 31, 2002.

D. CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. CCRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. CCRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

.K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by CCRC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CCRC must notify the Department immediately.

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

RESOLUTION NO. 02-302

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES AND DELAWARE JVS COMMUNITY CAREER RESOURCE CENTER FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:

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

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:), and Delaware JVS Community Career Resource Center (hereafter "CCRC").

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CCRC will provide services for WIA/TANF-eligible participants. CCRC program and services will serve a minimum of 3 participants weekly. Services will include:

Job Club Support Network: This will be a 2-hour meeting at the Community Career Resource Center at Delaware JVS South Campus. This Job Club will provide a regular time and place for active job seekers to receive technical, practical, personal assistance and support while conducting job search or career change.

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B. The cost of CCRC services is \$103.71 per session. Expenditures for services and project operation under this contract will not exceed \$4,148.50.

C. The time period for this contract is from February 25, 2002 through June 31, 2002.

D. CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. CCRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. CCRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully 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 serviced under this Agreement.

M. This Agreement may be terminated by CCRC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CCRC must notify the Department immediately.

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

RESOLUTION NO. 02-303

7:30 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 1 821 (1.963) ACRES
FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to open the Hearing at 7:30PM.

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

RESOLUTION NO. 02- 304

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 1.821 (1.963)
ACRES FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to close the Hearing at 7:40PM.

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

RESOLUTION NO. 02-305

ORDER OF COMMISSIONERS FOR ANNEXATION OF 1.821 (1.963) ACRES FROM ORANGE
TOWNSHIP TO THE CITY OF COLUMBUS:

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

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The Commissioners of Delaware County, Ohio having on the 4th day of March 2002, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the City of Columbus, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

- 1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
- 2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the City of Columbus as required by Section 709.031(B) of the Revised Code;
- 3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the City of Columbus.

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

(Resolution # 02-306 was not utilized)

RESOLUTION NO. 02-307

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR
SCIOTO RESERVE SECTION 1, PHASE 6A; SCIOTO RESERVE SECTION 1, PHASE 6B AND
GOLF VILLAGE COMMERCIAL SITE 1 PLAT:

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

Scioto Reserve Section 1, Phase 6A

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 4th day of March 2002, by and between **Rockford Homes, Inc.**, SUBDIVIDER, as evidenced by the **Scioto Reserve, Section 1, Phase 6A** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (\$26,200.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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 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.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$1,800.00**, 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 a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

In consideration whereof, the Delaware County Board of Commissioners hereby grants the subdivider or his agent the right and privilege to make the improvements stipulated herein and as shown on the approved plans.

Scioto Reserve Section 1, Phase 6B

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 4th day of March 2002, by and between **Rockford Homes, Inc.**, SUBDIVIDER, as evidenced by the **Scioto Reserve, Section 1, Phase 6B** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of

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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 (\$28,400.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,000.00, 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 a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and

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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.

Golf Village Commercial Site 1 Plat

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 4th day of March 2002, by and between Rockford Homes, Inc., SUBDIVIDER, as evidenced by the Golf Village Commercial Site 1 Plat Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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 (**14,600.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$0.00**, (not applicable) 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 a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a 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 rights-of-way 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:

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

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

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

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

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

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

In consideration whereof, the Delaware County Bard of Commissioners herby 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 Mrs. Martin Absent Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 02-308

IN THE MATTER OF APPROVING CHANGE ORDER WITH COMPLETE GENERAL
CONSTRUCTION COMPANY:

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

Alum Creek Effluent Line and Force Mains- Powell Road Segment

Completer General Construction Company – Change Order #5 – S99-4

Bid Proposal	\$	4,161,888.00
Previous Chang Orders	\$	123,812.69
Decrease CO # 5	\$	(6,962.08)
Total Contract to Date	\$	4,278,738.61

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

RESOLUTION NO. 02-309

IN THE MATTER OF APPROVING THE DATE AND TIME FOR THE SUBMITTAL OF
QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR THE PERRY TAGGART PROJECT
WITH THE ENVIRONMENTAL SERVICES DEPARTMENT:

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

Perry Taggart Project- Qualifications For Professional Services

Surveying
Appraisals
Easement Negotiations
Geotechincal Engineering/Subsurface Investigation

Submitted by 5:00pm March 12, 2002

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

RESOLUTION NO. 02-310

IN THE MATTER OF SETTING BID DATE AND TIME FOR MOVING SERVICES FOR THE
DELAWARE COUNTY SERVICES BUILDING:

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, March 25, 2002**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for moving services for the Delaware County Services Building. A pre-bid conference and site visit will be held at 10:00 AM on Monday, March 18, 2002 in the Commissioners Meeting Room.

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

RESOLUTION NO. 02-311

7:45 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 50.16 ACRES FROM LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to open the Hearing at 7:45PM:

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

RESOLUTION NO. 02-312

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 50.16 ACRES FROM LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mr. Wuertz to close the Hearing at 8:02PM.

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

RESOLUTION NO. 02-313

IN THE MATTER OF THE COMMISSIONERS’ VOTE FOR ORDER OF ANNEXATION OF 50.16 ACRES FROM LIBERTY TOWNSHIP TO THE CITY OF DELAWARE TAKING PLACE AT 9:15AM MONDAY MARCH 11, 2002:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the vote for the order of the annexation to take place at 9:15am Monday March 11, 2002.

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

RESOLUTION NO. 02-314

8:00 PM PUBLIC HEARING # 1 FOR THE DELAWARE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM:

It was moved by Mr. Ward, seconded by Mr. Wuertz to open the Hearing at 8:03PM:

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

RESOLUTION NO. 02-315

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR THE DELAWARE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM:

It was moved by Mr. Ward, seconded by Mr. Wuertz to close the Hearing at 8:22PM.

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

RESOLUTION NO. 02-316

8:10 PM PUBLIC HEARING FOR THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY AMENDMENT:

It was moved by Mr. Ward, seconded by Mr. Wuertz to open the Hearing at 8:23PM.

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

RESOLUTION NO. 02-317

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY AMENDMENT:

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 4, 2002

It was moved by Mr. Ward, seconded by Mr. Wuertz to close the Hearing at 8:42PM.

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

RESOLUTION NO. 02-318

A RESOLUTION ACCEPTING THE AMENDMENT OF THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) UPDATE:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

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

WHEREAS, Delaware County anticipates applying for future CDBG program funding for the Delaware County CHIP; and

WHEREAS, to remain eligible for funding under the CDBG program for the CHIP, Delaware County is required to have an updated Community Housing Improvement Strategy (CHIS); and

WHEREAS, Delaware County, upon passage of Resolution 01-309, through use of FY00 CDBG Formula Program funds, did updating the County’s CHIS as prepared by Leighty & Snider, Inc.; and

WHEREAS, upon further review of the CHIS and as a result of the County’s experiences from directly administering the CHIP throughout 2001, it has been determined that the CHIS Update Three Year Strategy should be further amended to more accurately reflect the Low-Moderate income housing needs throughout the County; and

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 accepts the attached amendment of the CHIS Update report regarding the Three Year Strategy and that this amended report shall be considered the Delaware County CHIS for the years 2001 - 2004.

Section 2. That the Delaware County Board of Commissioners direct the Delaware County Economic Development Director to submit the amended CHIS Update report to the Ohio Department of Development.

II. Three Year Action Strategy – Amendment

a. Annual Action Plan

1. Summary

This new Three Year Strategy is completed, as are most plans and strategies, with imperfect knowledge. The 1990 U.S. Census data is over ten years old. New Census data is anticipated at any time. A new national administration is in place with an unknown agenda for housing. On the local level, while numerous local organizations and governments were consulted, opportunities, interests, people and needs change, often constantly and dramatically.

All of the above is being said to make clear the fact that, while the County has proposed a Three Year Strategy in this CHIS update, it reserves the right to modify and change this Strategy based on the many unknowns cited above, and many not cited. Of course, it understands such shifts must be in the interest of meeting a demonstratable local housing need. In light of this possibility it has again inserted HUD CHAS Table 2 which sets forth the housing priorities of the County. This Table would be used as a basis for changing to activities, programs and projects not identified in the following strategy.

It is apparent from the data that Delaware County has a substantial need for additional assisted housing and housing assistance. This is obvious from the data concerning renters who have housing problems (mainly cost burden), and the large number of substandard dwelling units. It is also apparent the problem has gotten worse over the past several years due to unprecedented growth in population. While the County, and City, have added new assisted units and services, they are relatively small compared to the need, and the inflation in housing prices.

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In the past the County has placed great emphasis on the rehabilitation of existing dwelling units. However, the new HUD Lead Paint Regulations, coupled with the Ohio lead paint law, and the dire shortage of affordable housing units have caused the County to perform a comprehensive review of this strategy. Also, during 2001, the County brought the administration of its CHIP Program “in-house” under direct supervision by the County. The County had not received a large number of inquiries into the Program up to that time. The County expanded the Rehabilitation Program County-wide, where previously, the Program had been targeted to certain areas within the County. The County heavily marketed the Program to townships and municipalities throughout the County. As a result, the County experienced tremendous interest in the Rehabilitation Program. It has been determined that based on this experience, and the County’s ability to successfully administer the Program, along with meeting all lead paint regulations, Rehabilitation should continue to be an important element of its housing strategy. In addition, the County believes that, given the local housing market, there is also a strong need to expand the supply of new units available to lower income households. Thus, the County will, in its Program, be placing continued emphasis on Rehabilitation, combined with an emerging emphasis on new units.

Thus, the proposed strategy will include past successful efforts, like tenant based assistance (TBA), coupled with rental and homeowner rehabilitation, new construction for homebuyers, and emergency repairs for existing owner units.

Given the booming population growth in the City and County, it is evident additional new construction needs to be part of the overall three year plan. Even though it is relatively easy to see (from data and by observation) that the vast majority of the new population is middle, upper middle and upper income, there are undoubtedly some who are lower income who see job opportunities in the new service and manufacturing industries in the County. In addition, the growth is squeezing the existing lower income renters as the newcomers outbid them, or buy, rental properties.

Given the nature of the proposed programs, the County is not proposing any geographical targeting. The only targeting will be based on income. Only households under 50% of median income for the area will be eligible for emergency repairs and TBA.

Year 1, 2002

CHIP Round 14

The rehabilitation of existing housing owned or rented by Low-Moderate Income households and the construction of new housing units for purchase by lower income households will be the primary focus of this CHIP. The County is allocating \$330,000 for this purpose. It is estimated that \$270,000 of these funds will be used for private and rental rehabilitation activities, resulting in 13 units being rehabilitated. The remaining \$60,000 is earmarked for new construction either through Habitat For Humanity or the County purchasing vacant rehabilitable units, vacant lots or derelict structures to construct up to three units. Because of the type of program they operate, units to be constructed through Habitat For Humanity will be sold to households with incomes under 50% of the median income for the area. Habitat For Humanity has informed the County that they have the capacity to construct 1 – 2 units per year throughout the County, including in the City of Delaware, which has its own CHIP Program. For new housing using direct County participation, the units would probably be sold, using private mortgage funding, to households in the 50% to 80% range. The County estimates that it will write down the cost of these units an average of \$55,000 each in order to make them affordable to lower income households. If the County is able to find an existing unit that is rehabilitable at a reasonable price, it may purchase such a unit, rehabilitate it, and sell it to a qualified buyer.

In addition to rehabilitation and new construction, the County will continue to fund TBA at \$70,000. It will continue to be administered by DMHA which has successfully operated this effort since 1994. While the exact number of households to be assisted will vary depending on the level of assistance required, it is estimated that 14 households will receive TBA from the CHIP.

Finally, the County will provide \$40,000 for assisting low-income owner occupants with emergency repairs. Emergency repairs are defined as those “immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage”. It is estimated that the County will assist 5 units with this effort.

Private consultants engaged by the County will carry out the non-Habitat new construction effort, and the Emergency Repairs effort. The County will follow all necessary procurement requirements in hiring said consultant. The County Economic Development Director will oversee the County Program. He has extensive experience in working with numerous State and Federal programs.

As noted above, it is anticipated that part of the new construction effort (3 units) will be undertaken by the Delaware Habitat For Humanity. This experienced group has, to date, constructed 14 new single-family units in the City and one in the County. They constructed four units under the City’s last CHIP, and have completed one under the current County CHIP. They have more than demonstrated their ability and capacity to undertake such a program, and will continue to do so in the next two CHIP applications.

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The Delaware Metropolitan Housing Authority and its staff will administer the Tenant Based Assistance (TBA) portion of the Program. DMHA staff has extensive experience administering Section 8 vouchers/certificates, including the FSS program. They also have prior experience administering a TBA program for the County and the City. They would, of course, operate this activity out of their present quarters. The overall administration of this effort would be under Director Ginger Kauble.

All of the above persons have extensive experience with the CDBG/HOME programs, housing rehabilitation, etc. and have demonstrated ability to undertake the proposed effort. Their resumes are enclosed in Appendix 7.

Program Income eligibility is as follows:

- ❖ Tenant Based Assistance
0% - 50% of area median income
- ❖ New Construction
0% - 80%
- ❖ Emergency Repairs
0% - 50% of area median income

If the County does not obtain funding in Round 14, and circumstances do not change, the County will reapply for this same general program in Round 15.

Year 3, 2004

CHIP Round 16

This CHIP round program would be an exact duplication of the prior CHIP. All programs, funding levels and method of implementation would be the same. As a result, none of the information provided above is repeated.

Types of Programs Proposed

- Direct Tenant Payment Assistance – Will function in much the same manner as the HUD Section 8 Voucher program presently operated by DMHA. Will be limited to residents of Delaware County. Will provide rental payments between area Fair Market Rents and 30% of adjusted gross income. Limited to households under 50% of area median income.
- Private and Rental Rehabilitation – As has been done in the past, income eligible households will be provided rehabilitation assistance for qualifying existing housing units.
- Purchase/Rehab or Construct/Sale – This activity, which will be presented as a project specific undertaking in the 2002 CHIP Application, actually involves two approaches:

One approach is to continue to assist the Habitat For Humanity effort in the community. This has been done under previous CHIPs. The County will assist this group to purchase building sites, buy construction materials, etc. Habitat will, using volunteer labor, construct units for sale to very low-income households. By its own rules Habitat sells units only to households with incomes under 50% of the area median income.

The second approach will be carried out by the County. It will purchase existing vacant, but rehabilitable properties, rehabilitate them and sell them to lower income households using private mortgage financing. The rehabilitation or new construction would be undertaken using private contractors, thus the greater cost per unit than the Habitat units. It is also possible that factory built units might be used. Because of the higher costs this activity would likely serve households in the 50%-80% income range. County staff and consultants will carry out this activity.

- Emergency Repairs – This would be undertaken by the County and consultants. The assistance would be targeted to owner households below 50% of median income. Those needing Emergency Repairs would apply to the County which would, using consultants, qualify the household and undertake the necessary repairs using private contractors. Required repairs must constitute a threat to the health and safety of the occupants or constitute a threat to the continued viability of the structure.

The County has not proposed any actions, beyond direct Emergency repairs, to deal with the homeless, or the “at risk” of being homeless. Present facilities and services appear adequate to meet the needs in this area, although more would always be welcome. Of course, providing additional direct rental assistance will provide DMHA additional ability to deal with truly homeless situations because such households receive a priority in the rating system. If existing conditions change, or

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Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Absent
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There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners