

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 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, James D. Ward

9:30 AM County’s FY 2001CDBG Program Public Hearing # 2

10:00 AM Bid Opening For Material For The Improvement, And/Or For The Construction Or The Improvement Of The Zimmerman Ditch (50 Channing Street)

PUBLIC COMMENT – Mr. Rob Reed, Fair Manger, welcomed the commissioners to the fair. He requested additional funds to pay for added security

Commissioner Martin tanked Mr. Hugh Dick for his hard work organizing the 9-11 memorial program.

Mr. Larry Fisher presented the commissioners with the SERC (State Emergency Response Commission ) award.

RESOLUTION NO. 02-1175

IN THE MATTER OF APPROVING A \$5,000.00 SUPPLEMENTAL APPROPRIATION FOR FAIR SECURITY:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
100-11102-5601	Gen Fund/Comm – Grant	\$ 5,000.00

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

Presentation Of SERC Award (State Emergency Response Commission)

RESOLUTION NO. 02-1176

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0913:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0913 and Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>INCREASES</b>			
Children's World, Sunbury Rd.	Child Care	22411606-5348	\$ 10,000.00
Toddler Inn	Child Care	22411606-5348	\$ 5,000.00
Kindercare, Neverland	Child Care	22411606-5348	\$ 10,000.00
<b>VOUCHERS</b>			
House of New Hope, Inc.	Residential Treatment	22511607-534234215	\$ 5,192.50
Tuttle Construction	Concrete Walks	40411412-541041002	\$ 11,510.64
Ferguson Steel	Steel/Hayes Building	40411412-541041002	\$ 10,775.20
Design Crete	Curbs & Gutters	40411412-541041002	\$ 30,851.56
Del. Co. Family Services	Help Me Grow	22411601-530130102	\$ 12,179.21
Ben Bro Enterprises INC.	Bld/Land Rental	10011105-533533502	\$ 14,625.00
US Postal Service	Postal Services	10011105-5331	\$ 20,000.00

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

RESOLUTION NO. 02-1177

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Treasurer’s Report.

(Copy available for review at the Commissioner’s office until no longer of administrative use.)

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

RESOLUTION NO. 02-1178

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

---

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE SEPTEMBER 30, 2002,  
COMMISSIONER’S SESSION FROM 7:00PM TO 9:00AM:

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

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

RESOLUTION NO. 02-1179

IN THE MATTER OF CHANGING THE DATE, TIME AND PLACE FOR THE FINAL HEARING BY  
THE COMMISSIONERS FOR DELAWARE RUN DITCH PETITION FILED BY RONALD  
RHOADES AND OTHERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to go forward with the project with a revised date for the hearing.

Whereas the Board of Commissioners of Delaware County on August 19, 2002, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Delaware Run Ditch Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas on August 19, 2002, the Delaware County Engineer notified the commissioners that the plans, reports, and schedules for the construction of the Delaware Run Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **21st day of October, 2002, at 7:00 PM** at the Rutherford B. Hayes Services Building- Room G35 as the time and place of the final hearing by the commissioners on the report of the County Engineer. (Revised from 14<sup>th</sup> of October 2002).

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

RESOLUTION NO. 02 -1180

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Kris Steele, Darlene Miller, Erin Givens, Tracy Bowen, Ed Uhlman, Dawn Huston and Howard Heston attend a Myths & Barriers to Reporting Sexual Assault Seminar at the Hayes Services Building September 23 or 24, 2002, at the cost of \$140.00.

Juvenile Court is requesting that Lisa Risinger attend a Myths & Barriers to Reporting Sexual Assault Seminar at the Hayes Services Building September 23, 2002, at the cost of \$20.00.

The Environmental Services Department is requesting that Paul Sandstrom attend a Pretreatment Training Course in Columbus, Ohio October 16, 2002, at the cost of \$281.60.

The Environmental Services Department is requesting that Tami Leffingwell and Greg Miller attend a How To Handle People With Tact and Skill Seminar in Columbus, Ohio October 16, 2002, at the cost of \$298.00.

The Environmental Services Department is requesting that Beverly Pittman attend a Customer Service Seminar in Columbus, Ohio November 11, 2002, at the cost of \$169.00.

The Department of Job and Family Services is requesting that Mona Reilly, Angela Thomas and Rhonda Leasure attend a Evaluation Training at Ohio Wesleyan University on October 1, 2002, at the cost of \$120.00

The EMS Department is requesting that Tom Shover and Bill Barks attend an EMS expo in Nashville, Tennessee October 3-5, 2002, at the cost of \$2,415.00.

The Maintenance Department is requesting that Randy Ormeroid attend a Hazmat workshop in Columbus, Ohio September 19, 2002, at the cost of \$225.00.

The Maintenance Department is requesting that Randy Ormeroid, Lance Hauersperger and Scott Gaines attend a workshop on Intellipak Operators and Maintenance in Columbus, Ohio September 25, 2002, at the cost of \$675.00

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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

RESOLUTION NO. 02-1181

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
28731312-520	Law Enforcement Computerization - Mat & Sup	\$ 5,880.00
28731312-540	Law Enforcement Computerization - Equipment	\$ 27,721.00
FUND NUMBER:	FUND NAME:	AMOUNT:
10031302 - 530	General Fund/Prisoner Transport - Srvs & Chrgs	\$ 9,214.40

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

RESOLUTION NO. 02-1182

IN THE MATTER OF AUTHORIZING THE CONTRACT RENEWAL WITH NORTHWESTERN OHIO SECURITY SYSTEMS FOR THE DELAWARE COUNTY JAIL:

It was moved by Mrs. Martin, seconded by Mr. Ward to authorize the contract renewal with Northwestern Ohio Security Systems for the Delaware County Jail in the amount of \$225.00 per month for a 2 year period.

(Contract available for review at the Commissioner’s office until no longer of administrative use.)

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

RESOLUTION NO. 02-1183

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR ESTATES OF GLEN OAK SECTION 1, PHASE A; ESTATES OF GLEN OAK SECTION 1, PHASE B AND SAGE CREEK SECTION III:

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

Estates Of Glen Oak Section 1, Phase A

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of September 2002, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and DOMINION HOMES, hereinafter called the SUBDIVIDER, as evidenced by the Engineering and Construction Plan entitled “ESTATES OF GLEN OAK SECTION 1, PHASE A” which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

1. The SUBDIVIDER is to complete the dirt work as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.
2. The SUBDIVIDER shall pay the entire cost and expenses of said improvements.
3. The SUBDIVIDER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of ONE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and the current “Subdivision Regulations of Delaware County, Ohio”.
4. The SUBDIVIDER shall deposit FIFTEEN THOUSAND SIX HUNDRED DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. 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.
5. The SUBDIVIDER is to complete all construction to the satisfaction of the COUNTY as evidenced by an approval letter from the Delaware County Engineer.
6. The SUBDIVIDER shall hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The SUBDIVIDER shall perform and complete all said improvements prior to MAY 31, 2003.
8. The SUBDIVIDER will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002**

---

**“Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.**

9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

10. If the **SUBDIVIDER** should 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**.

11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

**Estates Of Glen Oak Section 1, Phase B**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** made and entered into this 16<sup>th</sup> day of September 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **DOMINION HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **“ESTATES OF GLEN OAK SECTION 1, PHASE B”** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to complete the dirt work as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.

2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.

3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SIXTY THOUSAND ONE HUNDRED FIFTY DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and the current **“Subdivision Regulations of Delaware County, Ohio”**.

4. The **SUBDIVIDER** shall deposit **FOUR THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.

5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2003**.

8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.

9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

10. If the **SUBDIVIDER** should 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**.

11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

**Sage Creek Section III**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of September 2002, between **TRENTON LAND COMPANY** as evidenced by the **SAGE CREEK SECTION III** 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

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002**

---

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 7/22/02, 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 **TEN THOUSAND NINE 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 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**.

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

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              Aye              Mr. Wuertz              Aye              Mr. Ward              Aye

**RESOLUTION NO. 02-1184**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR NORTH ORANGE SECTION 5:**

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

**North Orange Section 5**

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$2,200** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

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

**RESOLUTION NO. 02 -1185**

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

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

Permit #	Applicant	Location	Type of Work
U02150	Verizon	Blue Church Road	Lay cable
U02151	Verizon	S. Old State Road	Lay cable
U02154	Columbia Gas	S. Old 3C Highway	Install gas service
U02155	Sprint	Trenton Road	Replace defective cable
U02156	Suburban Natural Gas	S. Old 3C Highway	Install gas line
U02158	Del-Co Water	Green Cook Road	Install waterline
U02159	Del-Co Water	Old 3C Highway	Install waterline

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

**RESOLUTION NO. 02 -1186**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN BERKSHIRE TOWNSHIP & DELAWARE COUNTY FOR THE DUSTIN ROAD IMPROVEMENTS PROJECT:**

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

**“COOPERATION AGREEMENT”  
BERKSHIRE TOWNSHIP & DELAWARE COUNTY  
DUSTIN ROAD IMPROVEMENTS PROJECT**

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 02-08-05 PASSED 8/12/02  
DELAWARE COUNTY RESOLUTION NUMBER 02-1186 PASSED 9/16/02

Berkshire Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio public Works Commission for the Dustin Road Improvements Project.

Berkshire Township will provide funds totaling 17.5% of the project cost. Such funds will come from the General Fund.

Delaware County through the County Engineer will provide funds totaling 12.5% of the project cost. Such funds will come from the Road and Bridge Fund.

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

Berkshire Township agrees to pay their percentage of project costs as invoices are due.

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 12.5% (not to exceed \$50,000) of the cost through the design engineering services contract and any balance toward the construction of the project as invoices are due. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

RESOLUTION NO. 02 -1187

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN LIBERTY TOWNSHIP & DELAWARE COUNTY FOR THE SELDOM SEEN ROAD CURVE RECONSTRUCTION:

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

“COOPERATION AGREEMENT”  
LIBERTY TOWNSHIP & DELAWARE COUNTY  
SELDOM SEEN ROAD CURVE RECONSTRUCTION

LIBERTY TOWNSHIP RESOLUTION NUMBER 02-253 COST PASSED 8/19/02  
DELAWARE COUNTY RESOLUTION NUMBER 02-1187 PASSED 9/16/02

Liberty Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio public Works Commission for the Seldom Seen Road Curve Reconstruction.

Liberty Township will provide funds totaling 14.5% of the project cost. Such funds will come from the road and bridge fund.

Delaware County through the County Engineer will provide funds totaling 14.5% of the project cost. Such funds will come from the Gasoline and Motor Tax Fund.

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

Liberty Township agrees to pay its 14.5% of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 14.5% (not to exceed \$50,000) of the cost through the engineering services contract and any balance to Liberty Township at the award of the construction contract. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

RESOLUTION NO. 02 -1188

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN RADNOR TOWNSHIP & DELAWARE COUNTY FOR RADNOR TOWNSHIP ROBERTS ROAD REALIGNMENT PROJECT:

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

“COOPERATION AGREEMENT”  
RADNOR TOWNSHIP & DELAWARE COUNTY  
RADNOR TOWNSHIP ROBERTS ROAD REALIGNMENT PROJECT

RADNOR TOWNSHIP RESOLUTION NUMBER                      Date \_\_\_\_\_

DELAWARE COUNTY RESOLUTION NUMBER 02-1188    Date 9/16/02

Radnor Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Radnor Township Roberts Road Realignment Project. Radnor Township will provide funds totaling \$0.00 of the cost of the project name. Such funds will come from the general fund.

Delaware County, through the County Engineer will provide funds totaling \$294,360 of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Radnor Township to be the lead applicant and to sign all necessary documents. Radnor Township agrees to pay its \$0.00 of the cost as invoices are due.

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

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

RESOLUTION NO. 02 -1189

IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING DONALD E. WUERTZ, CHAIRMAN, DELAWARE COUNTY COMMISSIONERS TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED FOR LIBERTY ROAD NORTH BRIDGES:

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

“AUTHORIZING LEGISLATION”  
DELAWARE COUNTY  
LIBERTY ROAD NORTH BRIDGES

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Delaware County Board of Commissioners is planning to make capital improvements to Liberty Road North Bridges 9-5.02, 9-7.57 and 9-8.67, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County:

Section 1: That Donald E. Wuertz is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That Donald E. Wuertz is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

RESOLUTION NO. 02 -1190

IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING DONALD E. WUERTZ, CHAIRMAN, DELAWARE COUNTY COMMISSIONERS TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED FOR COOK ROAD BRIDGE OVER EVERSOLE RUN:

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

AUTHORIZING LEGISLATION”  
DELAWARE COUNTY  
COOK ROAD BRIDGE OVER EVERSOLE RUN

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Delaware County Board of Commissioners is planning to make capital improvements to Cook Road Bridge over Eversole Run, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County:

Section 1: That Donald E. Wuertz is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That Donald E. Wuertz is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

RESOLUTION NO. 02-1191



COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

IN THE MATTER OF APPROVING NEW FUND/ORGANIZATION KEYS, A TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER’S OFFICE:

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

NEW FUND/ORGANIZATION KEY

29240409	Concord Road Culvert - Equip
29240410	Blue Church Bridge - Equip
40940411	Issue II/Blue Church Bridge Replacement

TRANSFER OF APPROPRIATIONS

FROM:	TO:	AMOUNT:
29240402-540	29240409-540	\$ 220,218.00
Motor & Gas - Capital Outlay	M&G/Concord Road Culvert – Equip	
29240402-540	29240410-540	\$ 106,100.00
Motor & Gas - Capital Outlay	M&G/Blue Church Bridge – Equip	
40740406-530	40740406-540	\$ 150,000.00
Issue II – Srvs & Chrgs	Issue II - Equip	

NAME CHANGE OF ACCOUNT

40740406	
From	To
Issue II Current Projects	Issue II/Concord Road Culvert
SUPPLEMENTAL APPROPRIATION	\$ 36,557.05
FUND NUMBER	FUND NAME
40740406-540	Issue II/Concord Road Culvert – Equip
40940411-540	Issue II/Blue Church Bridge Replacement - Equip

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

RESOLUTION NO. 02-1192

IN THE MATTER OF ACCEPTING DITCH INSPECTION REPORT AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2003:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the Ditch Inspection Report and establish percentage of maintenance assessments for 2003, as follows:

COUNTY 2003 TAXES

<u>Ditch Name</u>	<u>Ditch #</u>	<u>Percent</u>
Covington Meadow Sec 3	0216	2%
Dornoch Estates Sec 4	0223	2%
Genoa Farm Sec 2	0212	2%
Grand Oaks Cond.	0206	2%
Grand Oaks Sec 1	0207	2%
Harbor Point Sec 3 Ph A & B	0218	2%
North Orange Sec 1 Ph 1	0213	2%
North Orange Sec 3 Ph 1	0214	2%
Oak at Highland Lakes Ph 2	0201	2%
Oak at Highland Lakes Ph 3	0210	2%
Scioto Highland No 3	0222	2%
Scioto Reserve Sec 1 Ph 5 & 6	0225	2%
Scioto Reserve Sec 3 Ph 5	0220	2%
Scioto Reserve Sec 4 Ph 5	0221	2%
Scioto Reserve Sec 4 Ph 8	0204	2%
Sherbrook Ph 10	0208	2%
Village at Alum Creek Sec 6	0224	2%
Wedgewood Park	0205	2%
Willow Bend Sec 1	0202	2%
Woodland Hall	0209	2%
Woods of Dornoch Sec 3	0211	2%

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

Woods on Seldom Seen III Ph 2	0203	2%
-------------------------------	------	----

(Copy of report available for review at the Commissioner’s office until no longer of administrative use.)

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

RESOLUTION NO. 02-1193

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GENOA GROVE  
CONDOS AND SCIOTO RESERVE SECTION 4 PHASE 5:

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

Genoa Grove Condos	478 feet of 8 inch sewer	2 manholes
Scioto Reserve Section 4 Phase 5	1,292 feet of 8 inch sewer	6 manholes

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

RESOLUTION NO. 02-1194

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR  
WEDGEWOOD SECTION 2A; GOLF VILLAGE COMMERCIAL SITE AT HOME ROAD AND  
POWELL PLACE PHASE 4:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plan for Wedgewood Section 2A; Golf Village Commercial Site At Home Road And Powell Place Phase 4 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-1195

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE  
ENVIRONMENTAL SERVICES DEPARTMENT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
65111904-520	Sanitary Engineer/Administration - Materials & Supplies	\$ 3,029.00

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

RESOLUTION NO. 02-1196

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR  
ESTATES AT GLEN OAK SECTION 1 PHASE A; ESTATES AT GLEN OAK SECTION 1 PHASE B  
AND SCIOTO RESERVE SECTION 4 PHASE 9:

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

Estates At Glen Oak Section 1 Phase A

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 16<sup>th</sup> day of September 2002, by and between **DOMINION HOMES SUBDIVIDER**, as evidenced by the **ESTATES AT GLEN OAK SECTION 1 PHASE A** 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:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$38,350.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 13 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer.

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002**

---

Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$115,220.00) 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 \$8,065.00, 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

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002**

---

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.

**Estates At Glen Oak Section 1 Phase B**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 16<sup>th</sup> day of September 2002, by and between **DOMINION HOMES SUBDIVIDER**, as evidenced by the **ESTATES AT GLEN OAK SECTION 1 PHASE B** 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:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$56,050.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 19 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$43,820.00) 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 \$3,070.00, 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.

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002**

---

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 4, Phase 9**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 16<sup>th</sup> day of September 2002, by and between HOMEWOOD CORPORATION SUBDIVIDER, as evidenced by the SCIOTO RESERVE SECTION 4, PHASE 9 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 (\$131,605.00) 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

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

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 \$7,896.00, 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.

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

RESOLUTION NO. 02-1197

IN THE MATTER OF APPROVING CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE CHILD CARE PROVIDER “ DELAWARE CITY SCHOOL AGE CHILD CARE”:

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

Provider	Rates	Adjustments
Delaware City School Age Child Care	<b>Basic Rates</b> (All rates are per week)	\$20.00 Registration fee
	<b>Kindergarten SACC:</b>	
	6:30am-6:00pm                                      \$85.00 6:30am-12:30pm or 11:45am-6:00pm                                      \$60.00	

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

	6:30am-9am or 3:15pm-6:00pm	\$45.00	
	<b>Elementary Grades 1-4:</b>		
	Before School Only	\$45.00	
	After School Only	\$45.00	
	Before and After School	\$60.00	
	<b>Willis Grades 5-6:</b>		
	Before and After School	\$55.00	
	<b>Before or After School:</b>		
	5 days per week	\$30.00	
	4 days per week	\$27.00	
	3 days per week	\$23.00	
	2 days per week	\$18.00	
	Drop in rate Per Visit	\$12.00	
	<b>Dempsey Grades 7-8:</b>		
	Morning:		
	5 days per week	\$12.00	
	4 days per week	\$10.00	
	3 days per week	\$ 8.00	
	2 days per week	\$ 6.00	
	Drop in rate Per Visit	\$10.00	
	Afternoon:		
	5 days per week	\$38.00	
	4 days per week	\$34.00	
	3 days per week	\$28.00	
	2 days per week	\$20.00	
	Drop in rate Per Visit	\$10.00	
Delaware City School Age Child Care	Summer Program		\$30.00 Activity fee
	Grades K-6:		\$20.00 registration
	6:30 am- 6:00pm	\$95.00 per week	fee
	7:00 am –5:30 pm	\$85.00 per week	
	Grades 7 and 8:		
	8:00am-4:30pm 21 days or less	\$16.00 per day	
	8:00am-4:30pm 22 days or more	\$15.00 per day	
	6:30am-6:00pm 21 days or less	\$18.00 per day	
	6:30am-6:00pm 22 days or more	\$17.00 per day	

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

RESOLUTION NO. 02-1198

IN THE MATTER OF APPROVING THE PURCHASE OF SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY JUVENILE COURT:

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

PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE COUNTY JUVENILE COURT

This Contract is made and entered into on the 1st day of July, 2002 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE COUNTY JUVENILE COURT, hereinafter referred to as "Juvenile Cou

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and Juvenile Court for the implementation of TANF Child Welfare/Juvenile Diversion Services. Services being provided are detailed in the attached Proposal dated November 6, 2001.
2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2002 through June 30, 2003, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Juvenile Court warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.

**COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002**

---

**4. FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse Juvenile Court for actual costs for services outlined in the Proposal. Said reimbursement shall not exceed \$43,000. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the TANF Child Welfare/Juvenile Diversion Program. Juvenile Court agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. Juvenile Court will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 15 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

**5. INFORMATION REQUIREMENTS:** Juvenile Court must provide the DCDJFS with the appropriate information necessary to support the county's state and federal TANF Child Welfare/Juvenile Diversion Program administrative requirements. Juvenile Court will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide Juvenile Court with necessary information regarding participants.

**6. SERVICE DELIVERY RECORDS:** Juvenile Court shall maintain records of services provided to TANF Child Welfare/Juvenile Diversion eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

**7. DUPLICATE BILLING/OVERPAYMENT:** Juvenile Court warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Juvenile Court to other sources of funds for the same service. In the case of overpayments, Juvenile Court agrees to repay the DCDJFS the amount entitled.

**8. FINANCIAL RECORDS:** Juvenile Court shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

**9. AVAILABILITY AND RETENTION OF RECORDS:** Juvenile Court shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, Juvenile Court shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

**10. RESPONSIBILITY FOR INDEPENDENT AUDIT:** Juvenile Court agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the Juvenile Court is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of Juvenile Court.

**11. RESPONSIBILITY OF AUDIT EXCEPTIONS:** Juvenile Court agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 10 related to the provisions of services under this Contract

Juvenile Court agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal or Independent Audit.

**12.** Juvenile Court agrees to maintain compliance with state, federal and local regulations which govern the services provided under the TANF Child Welfare/Juvenile Diversion Program. Juvenile Court is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.

**13. SAFEGUARDING OF CLIENT:** Juvenile Court and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or Juvenile Court responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

**14. CIVIL RIGHTS:** DCDJFS and Juvenile Court agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Juvenile Court will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to



COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

15. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to TANF Child Welfare/Juvenile Diversion participants’ appeal and state hearings in accordance with State Regulations. Juvenile Court and its Providers, agents, etc. shall, under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.

16. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

17. **RESPONSIBILITIES OF DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the TANF Child Welfare/Juvenile Diversion Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the TANF Child Welfare/Juvenile Diversion Funds.

18. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with Delaware County Juvenile Court and approved by ODJFS.

19. **MONITORING AND EVALUATION:** DCDJFS and Juvenile Court will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.

20. **TERMINATION:** This Contract shall terminate automatically if the Juvenile Court fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, termination for this reason will be effective on the date that the reimbursement is no longer available.

21. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:

- 1. The quality or extent of purchased services furnished by Juvenile Court has been reduced or improved.
- 2. The maximum unit rate has varied significantly from actual cost.
- 3. Juvenile Court fails to meet the necessary state and federal licensing requirements.

22. **PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.

23. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.

24. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** Juvenile Court agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

25. **DRUG-FREE WORKPLACE:** Juvenile Court certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

RESOLUTION NO. 02-1199

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

TRANSFER OF APPROPRIATIONS

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

FROM:	TO:	AMOUNT:
22511607-530	22511607-520	\$ 8,000.00
Children's Services/Srvs & Chrgs	Children's Services - Mat & Sup	

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

RESOLUTION NO. 02-1200

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR INTENSIVE SUPERVISION:

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

TRANSFER OF APPROPRIATIONS

FROM:	TO:	AMOUNT:
10022202-530	10022202-520	\$ 1,000.00
ISP -Services & Charges	ISP - Materials & Supplies	
25722304-520	25722304-530	\$ 6,000.00
ISPEMHA - Materials & Supplies	ISPEMHA -Services & Charges	
25622303-520	25622303-530	\$ 1,000.00
Supervision Fees	Services and Charges	

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

RESOLUTION NO. 02-1201

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10026201-520	General Fund/Juvenile Court - Mat & Sup	\$ 20,009.00

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

RESOLUTION NO. 02-1202

9:30 AM - IN THE MATTER OF PUBLIC HEARING # 2 FOR FY 2001 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR THE VILLAGE OF SHAWNEE HILLS STREET IMPROVEMENTS:

It was moved by Mr. Ward, seconded by Mrs. Martin to open the hearing at 9:35am.

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

RESOLUTION NO. 02-1203

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR FY 2001 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR THE VILLAGE OF SHAWNEE HILLS STREET IMPROVEMENTS:

It was moved by Mrs. Martin, seconded by Mr. Ward to close the hearing at 9:45am.

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

RESOLUTION NO. 02-1204

IN THE MATTER OF APPROVING THE AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY 2001 FOR VILLAGE OF SHAWNEE HILLS STREET IMPROVEMENT PROJECT:

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

WHEREAS, the State of 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

Original Contract	\$ 1,396,900.00
-------------------	-----------------

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

---

Previous Change Orders	\$ 83,121.00
Change Order #10 BP 16&25 (Decrease)	(\$ 53,010.34)
<b>Revised Contract Amount</b>	<b>\$ 1,427,101.66</b>

**Chemocote Roofing Company**

Original Contract	\$ 334,980.00
Previous Change Orders	\$ 22,500.00
Change Order #2 BP 13 (Decrease)	(\$ 368.00)
<b>Revised Contract Amount</b>	<b>\$ 357,112.00</b>

**Gleeson Construction**

Original Contract	\$ 728,860.00
Previous Change Orders	\$ 25,336.00
Change Order #8 BP 24 (Decrease)	(\$ 1,441.32)
Change Order #9 BP 24	\$ 3,154.00
Change Order #10 BP 24	\$ 4,658.00
Change Order #11BP 24	\$ 3,063.00
<b>Revised Contract Amount</b>	<b>\$ 754,196.00</b>

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

**RESOLUTION NO. 02-1207**

**IN THE MATTER OF SETTING THE TIME AND DATE FOR THE COUNTY AUCTION:**

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

WHEREAS, Delaware County has personal property not needed for public use, or is obsolete or unfit for use which it was acquired; and

WHEREAS, Delaware County may sell such property at public auction or to any political subdivision of the state in accordance to the Ohio Revised Code, Section 307.12.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, offer the following property for sale to political subdivisions or for public auction on **Saturday, October 5, 2002 at 10:00am** to be held at the Delaware County Fairgrounds:

- 2- 1991 Ford Crown Vic Cars
- 1- 1991 Ford Aerostar 4wd (bad motor)
- 1- 1991 Chevrolet 1/2 ton pickup (wrecked)
- 1- 1986 Chevrolet 1/2 ton pickup
- 1- 1986 Ford Dump Truck
- 1- 1980 Ford Tractor for lowboy
- 1- Squad Box
- 2- 11' Snow Plows
- 5- Drop Salt Spinners
- 2- Auger Salt Spinners
- 1- 3 Wheel Steel Roller
- 1- 1987 International Mowing Tractor
- Misc. Computers, Monitors, and Printers
- Misc. minor tools, copiers, typewriters, office equipment and furniture

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

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 16, 2002

---

---

Donald E. Wuertz

---

Letha George, Clerk to the Commissioners