

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 25, 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 (Absent)

PUBLIC COMMENT

RESOLUTION NO. 02-1471

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1122:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve payment of warrants in batch numbers CMAPR1122 and Purchase Orders and Vouchers as listed below:

PO's				
	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
	Countryside Construction Co	Demolition, Drywall, Painting, Roofing	40111402-5410	\$ 159,420.00
	Countryside Construction Co	Doors, Windows, finish Carpentry	40111402-5410	\$ 52,855.00
	Simco	Interior Electric	40111402-5410	\$ 60,610.00
	Comfort Express	HVAC- 109	40111402-5410	\$ 35,885.00
	Utmost Renovation	Masonry-109	40111402-5410	\$ 7,900.00
	Newcome Electronic	Cisco Hardware	60111901-5370	\$ 8,108.10
	Columbia Gas of OH	Gas Serv/Alum Creek Pump Stations	65211905-5338	\$ 17,563.17
	Treasurer, State of Oh	Annual Discharge fee/OECC	65211905-5380	\$ 5,200.00
	Treasurer, State of Oh	Annual Discharge fee/Hoover Wood	66011910-5380	\$ 200.00
		Annual Discharge fee/Galena	65411907-5380	\$ 200.00
		Annual Discharge fee/ACWRF	65211905-5380	\$ 5,200.00
	Mid-State Generator Service	Annual Service to Generators	65211905-5328	\$ 5,065.38
Increases				
	Boy's Village, Inc.	Cluster	22511608-534234215	\$ 6,000.00
	Liberty community Center	Child Care	22411606-5348	\$ 14,200.00
	Toddler Inn	Child Care	22411606-5348	\$ 7,000.00
	Today's Learning Child	Child Care	22411606-5348	\$ 9,000.00
Vouchers				
	Boy's Village, Inc.	Residential Treatment	22511607-534234215	\$ 9,796.00
	Children's World	Child Care	22411606-5348	\$ 5,385.00
	Buckeye Boys Ranch	Residential Treatment	22511607-534234215	\$ 7,380.00
	Columbus State	Purchased Services	22411603-5348	\$ 40,000.00
	Sungard	Software Training	40411413-545045065	\$ 17,191.50
	Cooperrider Farms	Hire/2Sealed Dump Trucks	65211905-5380	\$ 10,580.00

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

RESOLUTION NO. 02-1472

IN THE MATTER OF SCHEDULING A COMMISSIONERS SESSION FOR WEDNESDAY NOVEMBER 27, 2002 AT 8:00AM DUE TO THE HOLIDAY ON THURSDAY NOVEMBER 28, 2002:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Session date and time.

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

RESOLUTION NO. 02-1473

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST (D3 PERMIT) FROM RICK A. LOPEZ AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Rick A. Lopez has requested a new D3 permit located at 4018 Powell Road, Liberty Township, Powell, Ohio 43065 and

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

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

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

RESOLUTION NO. 02-1474

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST (D1 PERMIT) FROM RICK A. LOPEZ AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Rick A. Lopez has requested a new D1 permit located at 4018 Powell Road, Liberty Township, Powell, Ohio 43065 and

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

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

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

RESOLUTION NO. 02-1475

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM BEVERLY J. FRACASSOS DBA FRACASSOS VILLAGE PIZZA & PATIO TO FRACASSOS VILLAGE PIZZA INC. DBA FRACASSOS VILLAGE PIZZA & PATIO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Harlem Township Trustees that Fracassos Village Pizza Inc. DBA Fracassos Village Pizza & Patio has requested a liquor license transfer from Beverly J. Fracassos DBA Fracassos Village Pizza & Patio both located at 3699 South SR605 Harlem Township, Galena, Ohio 43021, And

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

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

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

RESOLUTION NO. 02-1476

IN THE MATTER OF WITHDRAWING THE REQUEST FOR A HEARING FOR A NEW LIQUOR LICENSE REQUEST FROM SODEXHO AMERICA LLC. DBA JOHN E. FISHER NATIONWIDE TRAINING CENTER:

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

Whereas, the Ohio Division of Liquor Control notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Sodexho America LLC. DBA John E. Fisher Nationwide Training Center had requested a new D5A permit located at 9243 Columbus Pike, Orange Township, Lewis Center, Ohio 43035 and

Whereas, the Orange Township Trustees and the Board of Delaware County Commissioners original requested a

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hearing with Resolution NO. 02-1147 and,

Whereas, the Orange Township Trustees are withdrawing the request for a hearing,

Therefore Be it Resolved, The Clerk of the Board shall notify the Ohio Division of Liquor Control that the objection is withdrawn and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 02 -1477

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Doug Missman and Jeff Vandeborne attend a Working With Offenders And Community Training Session in Dublin, Ohio December 9, 2002, at the cost of \$70.00.

The Emergency Services Department is requesting that Joe Farmer attend an EMTs Injury Prevention Workshop in Columbus, Ohio December 12, 2002, at the cost of \$10.00.

The Department of Job and Family Services is requesting an amendment to the travel request for Mona Reilly’s trip to California for a Workforce Development Conference; at the cost of \$117.92.

The Engineer’s Office is requesting that Ryan Mraz attend an Eminent Domain in Ohio Seminar in Columbus, Ohio December 19, 2002, at the cost of \$300.00.

The Administrative Services Department is requesting that Steve Savon attend a County Loss Control Coordinators Meeting in Columbus, Ohio, at the cost of \$60.00.

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

RESOLUTION NO. 02-1478

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Rachael Hager 1 class \$ 1,056.00

Stacey Hyatt 1 class \$ 366.00

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

RESOLUTION NO. 02-1479

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE PROSECUTOR’S OFFICE:

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

TRANSFER OF APPROPRIATION

FROM:	TO:		
10012101-500	10012101-530	\$	11,300.00
Pros. Salaries	Pros. Services & charges		
10012101-510	10012101-530	\$	5,900.00
Pros. Benefits	Pros. Services & Charges		

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

RESOLUTION NO. 02-1480

IN THE MATTER OF APPROVING CONTRACT BETWEEN DELAWARE COUNTY AND THE LOCAL GOVERNMENT SERVICES DIVISION OF THE AUDITOR OF STATE’S OFFICE:

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

This contract is to confirm the services to be provided to Delaware County by the Local Government Services

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Division of the Auditor of State’s Office.

LGS will provide supervision and review of information, as identified by the County, in the process of completing the County’s Comprehensive Annual Financial Report for the year ended December 31, 2002. Delaware County has indicated that County wishes to prepare its financial statements using the new reporting model set forth in GASB Statement No. 34, “Basic financial Statements for State and Local Governments.”

Services to be provided by LGS will include the Following:

- 1. Provide guidance in preparing draft financial statements at the level of detail the County desires to have presented in its financial statements and review the information being gathered to determine that it is at the required level to permit preparation of financial statements in accordance with GASB Statements No. 34.
- 2. Provide guidance in the classification of funds and determination of major funds in accordance with GASB Statement No.34.
- 3. Review, with the County the requirements for budgetary presentation under GASB Statement No.34, including estimated revenues, appropriations, and original budgets as required.
- 4. Review, as defined by the County, budgetary trial balances, individual and combined budgetary financial statements prepared by the County.
- 5. Review, as defined by the County, receivables, payables, changes in fixed assets, and the related modified and full accrual journal entries prepared by the County.
- 6. Review, as defined by the County, trial balances and combining and combined financial statements.
- 7. Provide comments regarding the presentation and content of the Comprehensive Annual Financial Report for the year ended December 31, 2002.

As Part of the annual financial report, Delaware County will be required to prepare a Management’s Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to ensure the amounts presented in the MD&A match the amounts in the financial statements.

The County’s financial statements include the financial activity of the County’s MRDD Workshop (the workshop), a not-for-profit corporation, as a discretely presented component unit of the County. The Workshop’s financial statements should be available by March 31, 2003, and must conform to the Governmental Accounting and Financial Reporting Principles by Governmental Entities”.

LGS engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist; however, LGS will inform the appropriate level of management of any material errors that come to our attention and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

The cost of this assistance is not anticipated to exceed \$15,000.00. Delaware County will be billed for this project on a monthly basis as the project progresses at a rate of \$32.00 per hour.

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

RESOLUTION NO. 02-1481

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

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

Transfers of appropriations for the Auditor’s General Fund and the Data Center:

From: 10010101-530 (Services and Charges) \$11,000
To: 10010101-520 (Material and Supplies)

From: 20315101-530 (Services and Charges) \$3,500
To: 20315101-520 (Material and Supplies)

The Auditor General Fund transfer would allow for the purchase of a copier, check folder, and computer monitor that will enhance productivity for the fiscal department.

The Data Center transfer will allow for needed minor equipment.

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

RESOLUTION NO. 02-1482

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE CLERK OF COURTS OFFICE:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10020201-500	10020201-510	\$ 650.00
General Fund/Clerk of Courts - Salaries	General Fund/Clerk of Courts - Benefits	

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

RESOLUTION NO. 02-1483

IN THE MATTER OF APPROVING PLAN FOR PINKSTON ACRES:

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

Pinkston Acres

Situated In The State Ohio, County Of Delaware, Troy Township, Being Part Of Lot 21, Section 1, Township 5, Range 19, United States Military Lands. No Cost.

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

RESOLUTION NO. 02-1484

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR BIG WALNUT ROAD IMPROVEMENTS AT GRAND OAK BOULEVARD AND WILLOW BEND LANE:

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

Big Walnut Road Improvements At Grand Oak Boulevard And Willow Bend Lane

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 25th day of November 2002, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and CENTEX HOMES, COLUMBUS DIVISION AND BIG WALNUT ASSOCIATES , hereinafter called the SUBDIVIDERS, as evidenced by the Engineering and Construction Plan entitled “BIG WALNUT ROAD IMPROVEMENTS AT GRAND OAK BOULEVARD AND WILLOW BEND LANE” which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

1. The SUBDIVIDERS are to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.
2. The SUBDIVIDERS shall pay the entire cost and expenses of their portion of said improvements.
3. The SUBDIVIDERS are to provide an irrevocable letter of credit or other approved financial warranties in the amount of TWO HUNDRED THIRTY FOUR THOUSAND 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,
4. Inspection fees in the amount of EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer will be deducted from the Inspection Accounts of Grand Oak Section 1 and Willow Bend Section 1 currently on deposit as approved by the SUBDIVIDERS as outlined in the attached letters. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the SUBDIVIDERS 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 SUBDIVIDERS.
5. The SUBDIVIDERS are to complete all construction to the satisfaction of the COUNTY as evidenced by an approval letter from the Delaware County Engineer.
6. The SUBDIVIDERS 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 SUBDIVIDERS shall perform and complete all said improvements prior to MAY 31, 2003.
8. The SUBDIVIDERS will at all times during the construction of said improvements maintain through traffic on

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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 **SUBDIVIDERS** further agree 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 **SUBDIVIDERS** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDERS’** 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 **SUBDIVIDERS** or their agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 02-1485

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMEND SPEED LIMITS FOR HIGHLAND LAKES EAST SECTION 11, PHASE 4; HIGHLAND LAKES EAST SECTION 11, PHASE 5; WILSHIRE SECTION 5 AND SCIOTO RESERVE SECTION 4, PHASE 4:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to release bonds and letters of credit and accept roads within the following:

Highland Lakes East Section 11, Phase 4

The roadway to be accepted is as follows:

- An addition of 0.18 mile to **Township Road Number 790, Commonwealth Drive**

The Engineer recommends that 25 mile per hour speed limits be established throughout the project.

Highland Lakes East Section 11, Phase 5

The roadway to be accepted is as follows:

- An addition of 0.18 mile to **Township Road Number 863, Congressional Drive**

The Engineer recommends that 25 mile per hour speed limits be established throughout the project.

Wilshire Section 5

The roadways to be accepted are as follows:

- An addition of 0.28 mile to **Township Road Number 774, Pleasant Colony Drive**
- An addition of 0.12 mile to **Township Road Number 775, Bold Venture Drive**
- **Bent Oak Court**, to be known as **Township Road number 1319**
- **Bold Venture Court**, to be known as **Township Road Number 1320**

The Engineer recommends that 25 mile per hour speed limits be established throughout the project.

Scioto Reserve Section 4, Phase 4

The roadways to be accepted are as follows:

- An addition of 0.21 mile to **Township Road Number 1210, Scioto Chase Boulevard**
- **Hunter Lake Drive**, to be known as **Township Road Number 1321**
- **Glen Lakes Drive**, to be known as **Township Road Number 1322**

The Engineer recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION N0. 02-1486

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR HIGHLAND LAKES EAST

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SECTION 11, PHASE 5; WILSHIRE SECTION 5 AND SCIOTO RESERVE SECTION 4, PHASE 4:
It was moved by Mrs. Martin, seconded by Mr. Wuertz to establish stop conditions:

Stop Conditions – Highland Lakes East Section 11, Phase 5

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 863, Congressional Drive, at its intersection with Township Road Number 790, Commonwealth Drive

Stop Conditions –Wilshire Section 5

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1319, Bent Oak Court, at its intersection with Township Road Number 775, Bold Venture Drive
- On Township Road Number 1320, Bold Venture Court, at its intersection with Township Road Number 775, Bold Venture Drive

Stop Conditions – Scioto Reserve Section 4, Phase 4

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1321, Hunter Lake Drive, at its intersection with Township Road Number 1210 Scioto Chase Boulevard
- On Township Road Number 1322, Glen Lakes Drive, at its intersection with Township Road Number 1210, Scioto Chase Boulevard

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

RESOLUTION NO. 02-1487

IN THE MATTER OF APPROVING THE RELEASE OF PERFORMANCE BOND FOR GRAND OAK CONDOMINIUMS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the release of the bond:

Grand Oak Condominiums

In September, 2001, The Board entered into agreement with Centex Homes for completion of the improvements within the right-of-way in conjunction with the above referenced project. The improvements have been completed to the satisfaction of this office and The Engineer is, therefore, requesting approval to return the Bond being held as surety for these improvements to the developer.

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

RESOLUTION NO. 02 -1488

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

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

Permit #	Applicant	Location	Type of Work
U02188	Columbia Gas	Green Meadows Drive	Install gas main

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

RESOLUTION NO. 02 -1489

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN THE VILLAGE OF SUNBURY & DELAWARE COUNTY FOR THE NEW PRAIRIE RUN BRIDGE AND GRANVILLE STREET EXTENSION:

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

“COOPERATION AGREEMENT”
VILLAGE OF SUNBURY & DELAWARE COUNTY

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NEW PRAIRIE RUN BRIDGE AND GRANVILLE STREET EXTENSION

VILLAGE OF SUNBURY RESOLUTION NUMBER 2002-57 PASSED October 2, 2002
DELAWARE COUNTY RESOLUTION NUMBER 02-1489 PASSED November 25, 2002

Village of Sunbury and Delaware County enter into a cooperative agreement to submit an application to the Ohio public Works Commission for the New Prairie Run Bridge And Granville Street Extension.

Village of Sunbury will provide funds totaling no more than \$361,379.00 of the project named. Such funds will come from the General Fund.

Delaware County through the County Engineer will provide funds totaling \$50,000.00 of the cost of the project named. Such funds will come from the Gasoline And Motor Tax Fund.

Delaware County authorizes Village of Sumbury to be the lead applicant and to sign all necessary documents.

Village of Sunbury agrees to pay their percentage of project costs as invoices are due.

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

RESOLUTION NO. 02 -1490

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING TO CONSIDER
MAKING PORTIONS OF RIVERBEND AVENUE AND HIGHMEADOWS VILLAGE DRIVE-
WITHIN THE RIVERBEND SUBDIVISION SECTION 2 -A PUBLIC STREET:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to set **Thursday December 12, 2002, 9:45am** as the date and time for the Public Hearing At 101 North Sandusky Street Delaware, Ohio 43015.

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

RESOLUTION NO. 02-1491

IN THE MATTER OF APPROVING CHANGE ORDER 5 FOR INCA ENTERPRISES INC. FOR
MEDIC STATION 9 (HARLEM):

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve change order:

WHEREAS, bedrock was encountered while setting the anchor pylons for the radio tower at Medic Station 9, and

WHEREAS, it was necessary to conduct additional drilling to remove 32 linear feet of bedrock,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves Change Order 5.

Original Contract	\$409,600.00
Previous Changes	\$ 23,524.31
Change Order 5	\$ 5,615.00
Revised Contract Amount	\$438,739.31

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation of supplemental funds for this change order to be placed into Project Account #40211407-540.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 02-1492

IN THE MATTER OF APPROVING A RECOMMENDATION FOR THE INSTALLATION OF A
SLIP RESISTANT FLOORING SYSTEM AT MEDIC STATION 9:

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

WHEREAS, the Delaware County Board of Commissioners desire to ensure the working environment for all employees is as safe as possible; and,

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WHEREAS, it has been determined that a slip resistant flooring system will improve the safety of our Emergency Medical Services members;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a recommendation for the installation of a slip resistant flooring system at Medic Station 9 submitted by Diamond Industrial Floors at a cost of \$5,774.56.

BE IT FURTHER RESOLVED: That the Board approves the supplemental appropriation of funds for this project to be entered into the Harlem Project Account #40211407-540.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 02-1493

IN THE MATTER OF AMENDING RESOLUTION NO. 02-1424 APPROVING CHANGE ORDERS AND APPROPRIATION FOR MEDIC STATION 9 (HARLEM):

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adopt the following Amendment to Resolution No. 02-1424:

WHEREAS, the Delaware County Board of Commissioners approved various change orders and the appropriation of \$4,000 for Medic Station 9 (Harlem), and

WHEREAS, the change orders are for Medic Station 8 (Scioto);

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County amend the original resolution to reflect approval of the change orders and supplemental appropriation for Medic Station 8 (Scioto).

BE IT FURTHER RESOLVED: That the Auditor repost the appropriated funds from the Harlem Project, Account # 40211407 to the Scioto Project, Account #40211406-540.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 02-1494

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Cecil Puckett has accepted the Custodian position at the Alum Creek Plant; effective date December 2, 2002.

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

RESOLUTION NO. 02-1495

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF APPROPRIATIONS FOR ADMINISTRATIVE SERVICES:

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

SUPPLEMENTAL APPROPRIATION

FUND:	NAME:	AMOUNT:
10011108-5001	Human Resources – Salaries	\$ 7,250.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011108-520 Human Resources - Materials & Supplies	10011108-510 Human Resources – Benefits	\$ 610.00
10011105-500	10011108-530	\$ 5,000.00

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Land & Building - Salaries	Human Resources - Services & Charges					
10011102-590	10011108-530			\$	5,000.00	
Commissioners General - Contingency	Human Resources - Services & Charges					
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Absent

RESOLUTION NO. 02-1496

IN THE MATTER OF EXECUTING A CONSULTING SERVICES AGREEMENT WITH AON RISK SERVICES TO PROVIDE AN ACTUARIAL STUDY OF THE PROPERTY & CASUALTY INSURANCE FUND AND PROGRAM:

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

Whereas, the Board of Commissioners of Delaware County requested proposals of several actuarial firms to conduct an actuarial study of the Property & Casualty Insurance Fund and Program, and;

Whereas, Delaware County received proposals for this project on May 15, 2002, and;

Whereas, the received proposals were reviewed and scored with unanimous concurrence that Aon Risk Services submitted the lowest and best proposal to perform the actuarial study;

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the project be awarded to Aon Risk Services and the Consulting Services Agreement be approved and executed.

AON RISK CONSULTANTS
CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (Agreement), including attachments and exhibits, if any, is made this 25TH day of November 2002 between Delaware County, Ohio (“the County”), and Aon Risk Consultants.

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Contract Term

This contract is for the period November 25th, 2002 to December 31, 2002 and may be extended by mutual agreement with written amendment.

2. Aon Risk Consultants Services

During the term of this contract, Aon Risk Consultants will provide to the County the risk management services (“Services”) outlined in the “Proposal For Actuarial Services” dated May 15, 2002 attached hereto.

3. Compensation, Invoices and Payments

- a. The County shall compensate Aon Risk Consultants for Services rendered as provided in Exhibit 1. Should the Services significantly change or new Services be requested by the County, the parties reserve the right to renegotiate the fee. No change in fee shall be effective unless agreed to in writing by the County and Aon Risk Consultants.
- b. Aon Risk Consultants shall invoice the County for its fees as provided for in Exhibit 1. The County shall pay each invoice within 30 days of receipt.
- c. Aon Risk Consultants may terminate this Agreement immediately should payment not be made timely or in the event the County is adjudicated bankrupt or insolvent.

4. The County’s Responsibilities

- a. The County shall provide the data, feedback participation by its management and informational support necessary to assist Aon Risk Consultants in performing the Services.
- b. The County acknowledges it will provide Aon Risk Consultants financial and other information, and that in performing the Services, Aon Risk Consultants shall rely on all information furnished by the County and on any decisions made or approvals given by the County in connection with the Services. Aon Risk Consultants shall be under no obligation to verify or investigate the accuracy or completeness of the data and information provided by the County, and Aon Risk Consultants shall have no liability or responsibility for any inaccuracies in the data or information and/or for any reports, services, materials or documents prepared or

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provided to the County based on such inaccurate or incomplete data or information.

5. Computer Viruses

The County and Aon Risk Consultants represent and warrant that each shall use commercially reasonable efforts to ensure that no viruses or similar items are coded or introduced by either party into the other's system or the systems used to provide the Services. Such efforts shall include the use of commercially available, anti-virus software to scan for and detect viruses. Each party agrees that, if a virus is found to have been introduced by either party into the other party's systems, the introducing party shall use its best efforts, at no cost to the other party, to assist the other party in reducing the effects of the virus, and if the virus causes loss of operational efficiency or loss of data, to cooperate to the same extent to mitigate and restore such loss of operational efficiency or loss of data.

6. Independent Contractor Status

This Agreement is one of an independent contractor relationship and does not constitute any type of employment, partnership, joint venture or similar undertaking between Aon Risk Consultants and the County.

7. Consequential Damages

Aon Risk Consultants shall in no event be liable for any direct, indirect, special, consequential or punitive damages or for any lost profits or other economic loss in connection with or arising out of the Services.

8. Confidentiality

Aon Risk Consultants shall retain all title, copyright, patent and other proprietary rights to all Aon Risk Consultants-developed or owned computer programs, modules, software, products, designs, methodology, analytical processes, computer equipment, data record forms, procedures, internal reports and forms used, created or developed by Aon Risk Consultants in the performance of its Services.

The Services and work product provided by Aon Risk Consultants hereunder are provided for the exclusive use of the County. Notwithstanding, nothing contained herein shall prohibit Aon Risk Consultants from using any of Aon Risk Consultants' general knowledge or knowledge acquired under this Agreement to perform similar services for others, provided however, that Aon Risk Consultants shall not: (a) use any of the County's confidential information in providing services to others, or (b) provide to others any custom software created by Aon Risk Consultants specifically for the County.

All data supplied by the County shall be and remain at all times the sole and exclusive property of the County. Aon Risk Consultants agrees that all the County's data provided to Aon Risk Consultants under this Agreement that is marked "confidential" or "proprietary" shall be received in confidence and shall not be disclosed to any third parties except as reasonably necessary for Aon Risk Consultants to perform its services hereunder or to comply with any validly issued subpoena or court order.

The provisions of this section shall survive the Termination of this Agreement.

9. Representations

- a. The services to be provided by Aon Risk Consultants are not of a legal or accounting nature, and Aon Risk Consultants shall in no event give, or be required to give, any legal opinion or provide any legal or accounting representation to the County.
- b. The County agrees to provide Aon Risk Consultants data in Microsoft Excel spreadsheets and Microsoft Word documents. The County understands and agrees that if data is submitted in a form other than agreed upon, the County shall pay Aon Risk Consultants, in addition to the fees set forth in Exhibit 1, the reasonable expenses incurred to merge/convert the data to the agreed-upon form.

10. Term and Termination of Agreement

This Agreement shall remain in full force and effect from the date of its execution until termination of the Agreement, pursuant to provision A or B of this Section. Any right or duty based on either performance or breach of this Agreement prior to the effective date of termination shall survive.

- a. Aon Risk Consultants' obligation to render any and all Services under this Agreement shall terminate at the earlier of the end of the contract term, as shown in Section 1, or upon performance of all Services.
- b. The County and Aon Risk Consultants shall have the right to terminate this Agreement, with or without cause, at any time upon 30 days' prior written notice to the other. After this agreement is terminated, the County shall compensate Aon Risk Consultants for Services provided and expenses

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incurred up to and including the date of termination.

11. Waiver

A waiver on the part of the County or Aon Risk Consultants of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party, or constitute a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.

12. Insurances

Aon Risk Services shall provide County with a certificate of insurance verifying general liability insurance of at least \$1 million. Aon Risk Services shall provide proof of coverage for workers compensation claims for any employees of Aon Risk Services participating on this project.

13. Entire Agreement

This Agreement, including any Exhibits and any addenda thereto, constitutes the entire Agreement between the County and Aon Risk Consultants. It supercedes all prior negotiations, communications, representations or agreements, either written or oral, relating to the Services set forth in this Agreement. This Agreement may be amended only by written instrument signed by both parties. The captions in this Agreement are for the convenience of the parties in identification of the several provisions and shall neither constitute a part of this Agreement nor be considered interpretative thereof.

14. Assignment

This Agreement may not be assigned by Aon Risk Consultants without prior written consent from County.

15. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and Delaware County Court of Common Pleas shall be venue for any litigation arising from this Agreement.

16. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been omitted.

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

RESOLUTION NO. 02-1497

IN THE MATTER OF SETTING THE BID OPENING DATE AND TIME FOR DOCUMENT
MANAGEMENT SERVICES FOR THE DELAWARE COUNTY RECORDS CENTER:

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

PUBLIC NOTICE
INVITATION TO BID

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 Friday, December 20, 2002**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for document management services for the Delaware County Records Center.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$1000.00 made payable to Delaware County, Ohio. Bid specifications may be obtained from the Delaware County Commissioners Office, 101 N. Sandusky St., Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Document Management Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 02-1498

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IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE USE OF A MEIJER
COMMERCIAL CHARGE FOR THE PURCHASE OF GASOLINE:

It was moved by Mrs. Martin, seconded by Mr. Wuertz, to adopt the following Resolution authorizing the use a Meijer Commercial Charge:

- Whereas, H. B. 694 revised the requirements for authorizing the use of county credit cards, and
- Whereas, from time to time various county employees have need to charge gasoline, diesel, emergency repairs and telephone use to the county, and
- Whereas , The Sheriff’s Office and the Department of Code Compliance is operating out of substations in the southern part of Delaware County, and
- Whereas, The Green Meadows Service Center temporary closed for remodeling and these offices needed a location to refuel the County vehicles within the vicinity of the substations.

Now therefore be it Resolved, by the Board of County Commissioners of Delaware County, State of Ohio to authorize the use of the Meijer Commercial Charge for the purchase of gasoline for County vehicles by the employees of the Sheriff’s Office and the Department of Code Compliance within the maximum dollar amount of \$15,000.00 from September 1, 2002 through December 31, 2002.

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

RESOLUTION NO. 02-1499

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SERVICE
CENTER:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011106-500 General Fund/Service Center - Salaries	10011106-520 General Fund/Service Center - Mat & Sup	\$ 6,500.00
10011106-530 General Fund/Service Center - Srvs & Chrgs	10011106-520 General Fund/Service Center - Mat & Sup	\$ 1,500.00
10011105-500 General Fund/Facilities - Salaries	10011106-520 General Fund/Service Center - Mat & Sup	\$ 8,000.00
10011105-520 General Fund/Facilities - Mat & Sup	10011106-520 General Fund/Service Center - Mat & Sup	\$ 8,000.00

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

RESOLUTION NO. 02-1500

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN ORANGE COMMERCE
PARK PHASE 4:

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

Orange Commerce Park Phase 4 340 feet of 8 inch sewer 2 manholes

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

RESOLUTION NO. 02-1501

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR
NORTH ORANGE STAGERS LOOP AND PACER DRIVE PHASES 1 & 2:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve sanitary sewer plans for North Orange Stagers Loop And Pacer Drive Phases 1 & 2 for submittal to the Ohio EPA for their approval as per recommendation of

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the County Sanitary Engineer.

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

RESOLUTION NO. 02-1502

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE ZONING DEPARTMENT:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011107-520 General Fund/Zoning - Mat & Sup	10011107-510 General Fund/Zoning - Benefits	\$ 210.00

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

RESOLUTION NO. 02-1503

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS KINDERCARE LEARNING CENTER; AMERKID DAY CARE; NANCY LUCAS; LEAH BLAKE AND KAREN BUMPUS:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Kindercare Learning Center 6036 Tara Hill Drive Dublin, Ohio 43017	Infant Toddler Preschool Before & After Sch. Before Or After Sch.	\$152.00 \$131.00 \$114.00 \$ 90.00 \$ 86.00	\$102.00 \$ 88.00 \$ 76.00 \$ 69.00 \$ 69.00	\$25.00 Registration Fee
Amerkid Day Care 180 Fairfax Road Marion, Ohio 43302	Infant Toddler Preschool Schoolage Before & After Sch.	\$112.00 \$106.00 \$ 98.50 \$ 94.50 \$ 48.00	\$ 75.04 \$ 71.02 \$ 66.00 \$ 63.32 \$ 48.00	\$25.00 Registration Fee
Nancy Lucas 8531 Liberty Rd Powell, Ohio 43065	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50 /Per Hour		None
Leah Blake 188 Overtrick Drive Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50 / Per Hour		None
Karen Bumpus 6161 Lock Road Centerburg, Ohio 43011	Infant Toddler Preschool Schoolage	\$ 2.00 \$ 2.00 \$ 2.00 \$ 2.00 / Per Hour		None

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

RESOLUTION NO. 02-1504

IN THE MATTER OF APPROVING THE REVISED PREVENTION, RETENTION, CONTINGENCY AGREEMENT FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

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**DELAWARE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES
PREVENTION, RETENTION, CONTINGENCY**

INTRODUCTION

The Prevention, Retention, and Contingency (PRC) Program is designed to provide benefits and services to needy families and low-income employed families who are in need of help with essential supports to move out of poverty and become self-sufficient. These supports include nonrecurring short-term, crisis-oriented benefits **and**, ongoing services that are directly related to the four purposes of the TANF program (reference 45CFR260.20) which do not meet the federal definition of assistance. Nonrecurring short-term assistance addresses discrete crisis situations, which do not provide for needs extending beyond four months. These nonrecurring benefits and services may encompass more than one payment a year, as long as the payment provides short-term relief and addresses a discrete crisis situation rather than meeting ongoing recurrent needs. These benefits and services are consistent with the federal definition of “nonassistance” as found in 45CFR260.31(b). The definition of

1. Nonrecurring, short-term benefits that:
 - a. are designed to deal with specific crisis situation or episode of need:
 - b. are not intended to meet recurrent or ongoing needs: and
 - c. will not extend beyond four months:
2. Work subsidies (i.e.; payments to employers or third parties to help cover the costs of employer wages, benefits, supervision, and training);
3. Supportive services such as transportation provided to families who are employed or seeking employment;
4. Refundable earned income tax credits;
5. Contributions and distributions from, Individual Development Accounts (IDA);
6. Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment -related services that do not provide basic income and support.

Assistance through the Delaware County Prevention, Retention, and Contingency Program is provided through the following categories:

Employment Related Assistance
Family Preservation and Reunification
Financial Crisis
Help Me Grow
Youth Development Services
Kinship Care/Navigator
Wellness Block Grant

DEFINITIONS

As used for this program:

Assistance Group:

a.) PRC benefits and services are available to a family assistance group (AG) which includes a minor child or pregnant individual as defined in Sections 5108.01 and 5108.06 of the revised code. At a minimum, an eligible family must consist of a minor child who resides with a parent, caretaker-relative, legal guardian, or legal custodian who is legally obligated to support and care for the child (or consist of a pregnant individual). No family is eligible for PRC assistance unless the family includes a minor child who **resides** with the parent, caretaker relative, legal guardian, or legal custodian. PRC assistance may also be provided to a pregnant individual with no other minor children. The unborn child will be included in the AG and considered in determining financial eligibility if the mother is in the third trimester of pregnancy. A minor child may be connected to more than one assistance group receiving PRC depending upon the service provided **and** other individuals residing with the minor child. All individuals living in the household that would benefit from the PRC assistance would be counted an Assistance Group.

A child may be “temporarily absent” from the home in accordance with the time frames established in rule 5101:1-3-04 of the Ohio Administrative Code and still qualify for PRC. During the temporary period, **the**

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child is considered to be residing with the parent, caretaker, relative, legal guardian or legal custodian. An eligible family may also consist of a minor child residing with a parent, caretaker relative, legal guardian or legal custodian **and** other members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.

An assistance group must contain at least one adult (age eighteen or over) and at least one minor child (under age eighteen or under the age of nineteen and a full-time student in a secondary school or in the equivalent level of vocational technical training) who is the natural or adopted child of the adult or is a child for whom the adult has legal or kinship responsibility and who lives with the adult.

b.) **Employment-Related** PRC benefits and services are available to noncustodial parents who provide proof of compliance with child support orders. The child of the noncustodial parent must reside in Delaware County.

Assistance Group contribution means the amount of liquid resources of the adult in excess of \$200.00. Assistance Group contributions **pertain to contingency needs only.**

Budget Period means the thirty- (30) calendar day period immediately proceeding the date of application for PRC. The thirty-day budget period is considered when determining financial need. The date used to count back 30 days will be the date the application is date stamped into the agency.

Contingency services are cash payments or vouchers for an emergent need. An emergent need is a condition that threatens the health, safety, or decent living arrangements of an assistance group to the extent that it would prohibit the children from being cared for in their own home or inhibit job preparation, work and marriage. Examples would include utility assistance, shelter expenses, personal expense (clothing, hygiene items), home repair, appliances, furniture, household expenses (bedding vacuum cleaners, cleaning products), and disaster assistance. **An * helps identify contingency services under each category of assistance.**

Department means the Delaware County Department of Job and Family Services.

Date of Eligibility will be determined as the date the application is **date stamped as received into the agency. This date will be used as a denial date, continuing eligibility date, and budget period date. This date is not the voucher date. The voucher date is the actual date the voucher is written.**

Disaster Related Assistance:

Special disaster related funds can be accessed in situations where the Governor of the state of Ohio has designated the county as a disaster area or under a state of emergency. Referrals will come through and be coordinated with the American Red Cross of Delaware County. An AG must still contain a minor child as defined in the plan. An AG must first attempt to access their insurance prior to using the PRC Program. PRC can be used to cover insurance deductibles when other eligibility criteria are met. Disaster Related Assistance is available even if the AG has used the program maximum under the regular PRC program. The CDHS may issue a one-time cash payment and/or services up to \$1,500 per family dwelling using the Disaster Relief funding per ODHS letter dated 7/1/98.

Eligible Service means the goods or services that may be provided through the particular category of PRC assistance as detailed below.

Financially Eligible means that the AG's combined income and liquid resources for the budget period are equal to or less than the Income Eligibility Standard applicable to the particular category of PRC, or the AG meets one of the other eligibility criteria stated in Appendix A.

Income means all earned and unearned income received by any adult member of the PRC Assistance Group during the budget period. Income shall be reduced by child support, alimony, and child care payments. This includes all income which is normally disregarded when determining eligibility for Ohio Works First or Disability Assistance. All income which is received or expected to be received during the thirty-day budget period is considered when determining financial need.

For cases in which the income cannot be accurately obtained, the implementation of practices that are reasonable and prudent should occur when determining countable income. A signed ODHS 7341, Applicant/Recipient Authorization for Release of Information should be obtained from the applicant for an inquiry. Once the release is received, verification which is obtained by phone, must contain clear documentation in the PRC AG record concerning the name and position of the supplier of the information, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification. More stringent verification is required when PRC benefits and services involve a direct monetary gain by the applicant and opportunities for fraud are prevalent.

Income Eligibility Standard means that percentage of the Federal Poverty Guideline against which the AG's combined income and liquid resources are compared for purposes of determining financial eligibility or ineligibility, or the means tested program which applies. Refer to Appendix A.

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Respite care are services designed to provide temporary relief of child-rearing functions which includes services such as crisis nurseries, day treatment, protective day care, and volunteers or paid individuals who provide services within the home.

Residence means resident of Delaware County. Residence is also established by an applicant who is not receiving PRC assistance from another county and entered the county with a verified job in Delaware County.

Liquid Resources means cash, savings and any other asset that is **readily convertible** to cash

Means-Tested Eligibility means that an AG is eligible for PRC services based upon receipt of another means-tested form of assistance. These types of assistance include OWF Cash Assistance, Food Stamps, Medicaid, WIC, or are eligible for free/reduced lunches through the schools.

Period of Eligibility means the period of time **beginning with the date of authorization of eligibility** for PRC and ending after the number of days applicable to the particular category of PRC during which goods and services may be authorized by the department.

Time Limit means the amount of time that must elapse between periods of eligibility applicable to the particular category of PRC.

Ineligible Family AG's: Federal and State law must be adhered to when providing PRC benefits and services. List below are federal and state prohibitions based upon 42 U.S.C. 608, section 431 if PRWORA and the Ohio Revised Code;

1. No assistance for families without a minor child.
2. No assistance to a single individual, unless such individual is pregnant.
3. No benefits or services to an individual who is not a citizen of the United States or a qualified alien.
4. No assistance for families that fraudulently receive assistance under the OWF, Food Stamp, and PRC programs **until** full repayment occurs. Ref. 5101.83 of the ORC.
5. An individual who is a fugitive felon or a probation or parole violator.
6. For **contingency cases**, assistance groups that do not use their own income and resources to help meet their need or the family caused the emergent need to occur through some action or lack of action on their part. Example: Any presenting need brought on by refusing to accept or quitting a job with out good cause as defined in the Delaware County Workforce Development guidelines. PRC may not be issued if it can be shown through past history that the AG has planned and anticipated a presenting need on an annual basis. The assistance group must apply the Assistance Group contribution toward meeting the need.
7. Assistance Groups who have received PRC assistance through the Delaware County PRC plan that was effective **beginning February 14, 2002 or who received PRC for Contingency needs through another Ohio county, during this time period**, will not be eligible until the time limit, as found in the PRC Plan in effect through the above dates, has expired for that category of assistance.
8. The Assistance Group must provide **verification of their ability to continue** to meet the emergent need for which they are requesting PRC assistance.
9. Assistance Groups receiving **Employment-Related PRC** that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

APPLICATION, ELIGIBILITY DETERMINATION, PAYMENT, AND NOTICE

Application for PRC shall be made by an adult member of the Assistance Group. The adult shall complete, sign, and date the applicable PRC Application form (Appendices B, C, and D). Verification of income and currently available liquid resources is required. Verification that the minor child meets the program definition may be required.

Eligibility for PRC will be determined **once a completed and signed PRC application is submitted to the Department and all required verifications are received**. Eligibility determinations shall be completed not later than ten business days from the date of application, if all required verifications are received. If required verifications are not received by the tenth business day from the date of application (unless a legitimate and unavoidable delay is experienced and communicated to the caseworker by the applicant) or the applicant has otherwise abandoned the application, the application will be denied. In cases where education and training is the goal, the date may be extended until all career assessments are complete.

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Income Eligibility

All income that has been received by any adult member of the PRC Assistance Group during the thirty-day budget period and any liquid resources that are readily convertible to cash are considered when determining financial eligibility. This includes all earned and unearned income or liquid resources that are normally exempt or disregarded when determining eligibility for OWF Cash Assistance or Disability Assistance. Income shall be reduced by child support, alimony, and child care payments. Written verification of income, liquid resources, and payments used to reduce income are required. Alternatively, the caseworker may secure and document verbal verifications, if written verifications cannot be secured within time frames necessary to timely determination of eligibility as outlined in this program policy. For any verification which is obtained by phone, there must be clear documentation in the PRC AG record concerning the:

- Name and position of the supplier of the information
- The date the verification was obtained
- The amount of the verified income or expense
- The name of the individual who obtained the verification. A current signed and dated application will act as the release of information when making collateral contacts.

The gross amount of the PRC AG's countable income and liquid resources is totaled and compared to the Financial Eligibility Standard for the assistance group size. If the total is equal to or less than the Financial Eligibility Standard, the Assistance Group is financially eligible. If the totaled amount is above the Financial Eligibility Standard, there is no financial eligibility for PRC. If the applicant meets another stated means test for a service or benefit, they are eligible for PRC.

Means-tested Eligibility

If the PRC Assistance Group receives any of the following means-tested benefits, they are eligible for PRC Assistance:

OWF Cash Assistance, Food Stamps, Medicaid, WIC, Free/Reduced Lunches.

If the Assistance Group is eligible, the caseworker will determine the amount of the Assistance Group Contribution for **Contingency** categories only. The Assistance Group must agree to apply the Assistance Group Contribution toward the need in order to be eligible for payment by the Department. Once eligibility for PRC is established and the eligible service(s) and cost(s) are identified, the caseworker will submit the completed application and verifications for supervisory review and approval. The amount paid by the Department shall reflect the Assistance Group Contribution when applicable. Upon supervisory approval, payment authorization forms are submitted to the Fiscal Department for payment. The Fiscal Department makes payment to the vendor within thirty calendar days of receipt of an approved payment authorization. **In no case is payment for PRC services made to a member of the Assistance Group.**

If it is determined that an application for PRC is approved, the Department shall mail or otherwise deliver the ODHS 4074, "Notice of Approval of Your Application for Assistance." If it is determined that an application for PRC is denied, the Department shall mail or otherwise deliver the ODHS 7334, "Notice of Denial of Your Application for Assistance."

Necessary CRIS-E entries and documentation will be made by the caseworker at the time of authorization.

Allegations that persons have fraudulently misrepresented their income or resources for purposes of gaining eligibility for PRC will be investigated through the usual overpayment protocols of the Department. Overpayments for persons found to have, in fact, fraudulently misrepresented their income and resources will be pursued for collection by the Department.

HEARINGS

Assistance Groups whose PRC application has been denied or who have been found to have committed fraud and charged with an overpayment have the right to Department and State Hearings as detailed in the Public Assistance Manual.

INELIGIBLE SERVICES

Services available through the PRC program are detailed under each category of the program, below. In no case are medical expenses authorized, except for pre-pregnancy family planning services, pre-employment screening, and non-medicaid covered services.

Assistance Groups must have received an approval letter and an approved voucher prior to receiving the services for which they are applying. Services that have already been provided will not be considered for PRC funding. This will not apply to applications for past due rent, mortgages, and utilities.

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LIMITATIONS OF FUNDING

Services provided under the Prevention, Retention, Contingency Program will be based on availability of federal and state funds to cover the services.

No person(s) shall on the grounds of race, color, national origin, disability, age or religion, be excluded from participation or be denied benefits of, or be otherwise subjected to discrimination under any program, service or benefit authorized or provided by Delaware County Department of Job and Family Services.

CATEGORIES AND AMOUNTS OF ASSISTANCE

EMPLOYMENT RELATED ASSISTANCE

Employment related assistance is designed to assist individuals **to become employable, employed, or to retain employment**. This category of PRC is administered through the Delaware Workforce Development Unit of the Department, with financial eligibility or other means tested eligibility, as stated in Services or Benefits Chart, determined by the PRC worker.

Assistance Groups receiving Employment-Related PRC that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

Monetary Limit

Assistance through this category is limited to \$1,000.00 per 12 month period of eligibility or as stated in the Benefits and Services Chart. Additional funds available at the discretion of the Director or Assistant Director. If a change occurs during the time limit, eligibility must be redetermined. Maximum of 1 month car payment and 3 months worth of insurance. A PRC application for car repairs requires 2 estimates that have been prepared within 30 days of the PRC application. One estimate may be waived if the car is inoperable or needs towed in order to obtain an estimate. In situations where the cost of the repair exceeds the value of the car PRC will be denied. PRC will not make payment for unauthorized repairs. PRC will pay for prior approved services only.

Time Limit

An Assistance Group may re-apply for Employment Related Assistance after 3 months have elapsed since the end of a prior period of eligibility or within the guidelines as stated under the Service and Benefit Chart. **If changes occur within the 12 month period of eligibility, eligibility must be re-established prior to the provision of additional services.**

Financial Eligibility Standard

200 % of the Federal Poverty Guideline or means tested programs as stated in Appendix A.

Available Services

The following services are available through Employment Related Assistance: This list is not all-inclusive. Refer to list of Services and Benefits Chart. If an individual receives assistance with automobile needs, they must prove possession of a driver’s license, insurance, and ownership of the automobile.

If a person requests assistance with education/training they must complete an assessment and evaluation process following the Workforce Investment Act criteria. This will demonstrate an ability to succeed in the education/training program. Applicants for education/training may be required to complete activities to prepare them for the initial education/training request (i.e.: require a GED before entering a more advanced program; require basic skill review before entering a more advanced program; have childcare and transportation arranged; have ability to meet all financial obligations).

Transportation (Employment Related Only)
Automobile repairs
Lease payments
Bus tickets
Cab fare
Gas vouchers
Car payment
Car insurance
Driver’s Education
Car registration/Tags
Job Preparation services
Texts books and supplies

Employment Related Services
Necessary tools
Work Support Retention Services
Required safety equipment
Necessary/Required clothing
Telephone deposit
Short-term Training
Ergonomic equipment
Job Retention Services
School and certification fees
Diversion Benefit
Incentives

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FAMILY PRESERVATION AND REUNIFICATION SERVICES

Family preservation and reunification services are administered through the Social Services division of the agency. They are designed to address:

- family crises that could lead to the removal of children from their homes
- the reunification of families following the removal of their children

Requirements

A requirement of eligibility for Family Preservation and Reunification Services is that the Assistance Group **has active involvement with the Children Services division of the Department.** An adult family member, his or her designee, or a Public Children Services Agency representative applying on behalf of a child may make application. The completion and submission of the Family Preservation and Reunification Services application shall also be required. **TANF funds cannot be used for a foster child that has been removed from the home longer than 6 months. There must also be a reunification plan that states that the child/parent are working towards reunification within the 6 months.**

Monetary Limit

Assistance through this category is limited to \$1000 per 6-month period of eligibility. **If changes occur in the 6-month period, eligibility must be re- established. PRC will pay for prior approved services only.**

Financial Eligibility Standard –

200% of the Federal Poverty Guideline or within the guidelines of Service and Benefit Chart. The Director or his designee may waive the Financial Eligibility Standard in other cases in this category.

Time Limit

An Assistance Group may **re-apply** for Family Preservation and Reunification Services **after six months** have elapsed since the expiration of a prior period of eligibility or within the guidelines of the Services and Benefits Chart. The Director or his designee may waive the time limit for Family Preservation and Reunification Services.

Available Services

The following services are available through the Family Preservation and Reunification Services category: This list is not all-inclusive.

Shelter costs:

Heating fuel or utility deposits, including reconnect fees
Emergency housing
Home repairs
Security deposit
Cooking fuel, water, sewage payment
Rent, including late fees
Mortgage Payment, including late fees

Other Household Costs:

Furniture
Telephone installation
Household items
Necessary Clothing

Medical/Diagnostic Costs:

Non-Medicaid covered services (treatment, medical care, and pharmaceuticals)
Diagnostic Services

Family Services

Parent Education
Respite Care (see definitions) Home Health Aide Services
Homemaker services
Mentorship services
Therapeutic counseling
Kinship Care
Unruly Youth
Juvenile Diversion

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Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

* Services that are covered by the Medicaid program cannot be provided. Note: whether or not the individual is Medicaid eligible is not the determinant. Even though the individual is not covered by Medicaid, services cannot be provided if they are covered by that program. The applicant will need to provide a statement from a medicaid provider stating that the service requested is not a medicaid-covered service.

Note: Services provided through the category of Family Preservation and Reunification Services may be funded through TANF, Title IV-B, or local funds. Assistance Groups must be PRC eligible, that is, contain an adult and minor child and meet financial eligibility standards for the category, in order that TANF funds be used. The Department will, however, use its discretion in selecting funding sources for these cases. Cases that are not PRC eligible will be funded through IV-B or local dollars.

FINANCIAL CRISIS

Services to address financial crises are administered through the Family Unit and/or PRC worker. They are designed to address:

-financial crises resulting in an inability of the family to provide for basic needs that may lead to homelessness or otherwise threaten the well-being of their children or inhibit job preparation, work and marriage.

Requirements

Application for assistance because of financial crisis must be made by an adult family member. Application shall be made by the completion and submission of the PRC Application.

Monetary Limit

Assistance through this category is limited to one month's cost for emergency housing, mortgage payments, rent and security deposits up to \$1000.00 per 90-day period of eligibility or as stated within the guidelines of the service or benefit. All other services through this category are limited to \$500.00 per 90-day period of eligibility or as stated within the guidelines of the service or benefit. Additionally, a combined cap of \$1000.00 should apply for the financial crisis category. (For example: Assistance of \$500.00 may be approved for utilities which would leave \$500.00 available for rent assistance for the 90-day eligibility period.) If a change occurs within the 90-day time period, eligibility must be re-established. PRC will pay either rent or deposit but not both.

Financial Eligibility Standard

150% of the Federal Poverty Guideline or as stated within the guidelines of the Service and Benefit Chart. We will not pay late fees. PRC will pay for prior approved services only.

Time Limits

An Assistance Group may re-apply for PRC Contingency needs due to a financial crisis after twelve months have elapsed since the end of a prior period of eligibility or within the guidelines as stated under the Service and Benefit Chart. The Director or designee may waive time limits.

Available Services

The following services are available through the Financial Crisis category: This list is not all-inclusive.*

Shelter costs:

Emergency housing
Heating fuel or utility deposits, including reconnect fees
Mortgage payment
Rent
Security deposits
Cooking fuel, water, sewage payment
Home Repairs
Furniture

Other Household Costs:

Household items
Necessary clothing
Furniture

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Medical/Diagnostic Costs - will not be used against PRC limit

Non-medical covered services (treatment, Medical care, and pharmaceuticals)
Diagnostic services

Family services- will not be used against PRC limit

Parenting Education
Respite Care
Home Health Aide Services
Homemaker Services
Mentorship services
Therapeutic counseling- Transition counseling
Basic Life Skill Training/advocacy- ABLE services

Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

Services that are not covered by the Medicaid program can be provided. Note: Whether or not the individual is Medicaid eligible is not the determinant. Even though the individual is not covered by Medicaid, services cannot be provided if they are covered by that program. The applicant will need to provide a statement from a Medicaid provider stating that the service requested is not a Medicaid-covered service.

HELP ME GROW

The Help Me Grow Program is administered through the Family and Children First Council. Help Me Grow includes the Welcome Home visits for newborns, Early Start, and Early Intervention services. Eligibility for TANF funding is determined by the Delaware County Department of Job and Family Services. Specifics of the program are included in the plan document as submitted and approved by the Ohio Department of Job and Family Services. Financial standard is 300% of poverty.

THE WELCOME HOME PROGRAM

The Welcome Home Program provides a supportive home visit to families bringing home a newborn child for the first time. The skilled visitor gives information about the health of the new mother and baby and makes referrals to additional services and community supports as needed. The visitor conducts developmental screening and assessment procedures for the child. Families are provided practical information about feeding, bathing, diapering, childhood illness, and child development. Families are provided information about how to introduce siblings to the new baby. The service promotes early literacy by discussing the importance of literacy skills and by providing baby's first book to the family. Financial standard is 300% of poverty.

EARLY START

The Early Start Expansion Program is administered by the Family and Children First Council. The program provides family focused casework activities through an intensive home visitation program. Casework activities will provide screening of child health and development, an individualized service plan, information and referral, and case management/service coordination. Program activities will also address family self-sufficiency through addressing the stresses of participating in work and education and training activities. Goals of the program will be to promote family stability and to support the parent's transition to employment.

The eligible population for Early Start Expansion will be families with children under the age of three and/or a pregnant woman who are income eligible up to 300% of poverty or who are receiving any other means-tested program as outlined in the means-tested definition. Refer also to the Services and Benefits Chart.

The application for Ohio Works First Cash Assistance or other means-tested applications will serve as the application for the Early Start Expansion. Eligibility for the PRC program will be determined by the Assistance Group as defined in the Services and Benefits Chart. Referrals will be made to the Early Start Coordinator by designated staff in the Delaware County Department of Job and Family Services. At the time of enrollment, families must be receiving Ohio Works First Cash Assistance, or be eligible for Early Start Expansion PRC. Families will be eligible for services until their youngest child turns three years of age. Ongoing eligibility for Early Start will be based on 300% of poverty or eligibility for a means-tested program as outlined in the means-tested definition.

Continued receipt of Early Start services does not preclude eligibility for other categories of PRC assistance. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

EARLY INTERVENTION SERVICES

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The Early Intervention Program provides services to families with children birth to three where the child is diagnosed as having a developmental delay. It provides resources for screening and diagnostic assessment. It provides ongoing home visiting services that provides family support to assist families in coping with physical or cognitive needs of their children during the first three years of a child's life. Families are provided information and guidance about working with the child as well as therapeutic intervention. The child is provided specialized services to meet the child's specific needs and assures that the family has a primary service coordinator. Financial standard is 300% of poverty. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

YOUTH DEVELOPMENT SERVICES

The Delaware County Department of Job and Family Services, through involvement in various community partnerships (ie. school systems, Big Brothers/Big sisters, Juvenile Court, JOG, Family and Children First Council, chambers of commerce) has identified a need for programming which will provide vulnerable at-risk-youth with an opportunity for positive development through various asset building experiences. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

Services are listed in the Service and Benefits Chart and are included in the Youth Development services.

PRC Program Category: "Non-Assistance"

Services received under this section shall not count as an occurrence for PRC services subject to occurrence limits. These services are available "as needed" and do not have a cap.

Assistance Group:

To be eligible for services under this section, a participating youth must be a member of an "Assistance Group". The Assistance Group must contain a minor child. A pregnant woman meets the definition of Assistance Group. The Delaware County Department of Job and Family Services definition of Assistance Group shall be used and shall be expanded under this section to also include:

- Minor Child living with specified relatives (ORC 5107.01)
- Minor Child living with legal custodians/guardians (ORC 5107.02)
- Minor parent/head of household (ORC 5107.02)
- A pregnant minor

Economically Needy Standard:

Families at 200% of poverty.

Eligible Youth:

- An individual who has not attained age 18, or
- An individual who has not attained age 19, and is a full-time student in a secondary school or in the equivalent level of vocational, technical training or home school. (ORC 5108.01)

KINSHIP CARE/NAVIGATOR

Kinship Care/ Navigator services are provided through Helpline of Delaware & Morrow Counties, Inc. Eligibility for services is determined by the Delaware County Department of Job and Family Services. Specifics of the program are included in the plan document as submitted and approved by the Ohio Department of Job and Family Services. The Kinship program provides information, referral and supportive services for relative caregivers, legal guardians or court-ordered legal custodians responsible for the day to day care of a minor child (not their biological child) residing with the caregiver. Kinship Navigator services include identification of kinship caregivers, assessing needs, facilitating access to services, information and referral to appropriate providers (i.e. legal services, child care services, respite care services, training, support groups and financial assistance).

Financial standard is 300% of poverty. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

WELLNESS BLOCK GRANT

The Wellness Block Grant is administered through the Family and Children First Council. The goal of the Wellness program is to prevent out-of-wedlock births among teens in Delaware County. Specifics of the program are included in the plan document as submitted and approved by the Ohio Department of Job and Family Services. Financial standard is 300% of poverty. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

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JUVENILE DIVERSION

The Juvenile Diversion Program is provided by the Juvenile Court. This program is designed to keep unruly children out of the Court system and at home. This is accomplished through school liaisons, a suspension alternative program, parent education, and a supportive group program for unruly girls. The financial standard for this program is 300% of poverty. Receipt of Juvenile Diversion services will not count toward time limits attached to other categories of PRC assistance.

ADULT LITERACY AND CHILD READING

The Adult Literacy and Child Reading Program is provided through JVS/ABLE. This program is designed to provide adult literacy and child reading benefits to TANF-eligible individuals. Program components include adult education, parenting education, early childhood education, and parent and child time together (PACT) where the parent works with the child in developing his/her cognitive skills. The financial standard for this program is 200% of poverty. Receipt of Adult Literacy and Child Reading services will not count toward time limits attached to other categories of PRC assistance.

DIRECT HOUSING

The Direct Housing Program is provided through the Salvation Army. The program seeks out available, affordable housing and assists homeless families with barriers in securing leases. Rent, deposit and applications fees may be provided. The financial standard for this program is 150% of poverty. Clients who are being served through this program and have received Financial Crisis assistance will have the time limit waived provided that they have not received PRC assistance for a 4-month period. If PRC is extended beyond four months it will be considered assistance and will count toward their 36-month eligibility for cash assistance.

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

RESOLUTION NO. 02-1505

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

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
22411601-500 JFS/Income Maint - Salaries	22411602-530 JFS/PRC - Srvs & Chrgs	\$ 14,000.00
22411601-510 JFS/Income Maint - Benefits	22411602-530 JFS/PRC - Srvs & Chrgs	\$ 26,000.00
22411604-510 JFS/Children's Srvs - Benefits	22411604-500 JFS/Children's Srvs - Salaries	\$ 8,000.00
22411605-510 JFS/Administration - Benefits	22411605-500 JFS/PRC - Salaries	\$ 3,000.00
22511607-580 Children's Srvs - Transfers	22511607-520 Children's Srvs - Mat & Sup	\$ 5,000.00
22511607-580 Children's Srvs - Transfers	22511607-530 Children's Srvs - Srvs & Chrgs	\$ 44,000.00

TRANSFER OF FUNDS

22511607-5801 Children's Services - Transfers	2241604-4601 JFS - Transfer in	\$ 351,606.35
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Vote on Motion Mr. Wuertz Aye Mrs. Martin Aye Mr. Ward Absent

RESOLUTION NO. 02-1506

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR INTENSIVE SUPERVISION:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
25622303-520	ISP - Mat & Sup	\$ 2,500.00

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

RESOLUTION NO. 02-1507

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR VETERANS SERVICES:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10062601-530	10062601-520	\$ 2,500.00
Veterans Services/Services & Charges	Veteran Services/Materials & Supplies	

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

RESOLUTION NO. 02-1508

IN THE MATTER OF APPROVING THE BID FOR BID PACKAGE 6 (SPEER MECHANICAL) FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for **Bid Package 6** Alterations To 109 North Sandusky Street Delaware County, Ohio on November 18,2002. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted in the following Chart has been determined to be the lowest and best bids for **Bid Package 6** Alterations To 109 North Sandusky Street Delaware County, Ohio;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted for **Bid Package 6** Alterations To 109 North Sandusky Street Delaware County, Ohio

Description	Company Recommended	Amount of Contract Award including Alternates
Bid Package 6 Plumbing	Julian Speer Company DBA Speer Mechanical	\$ 28,787.00

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

RESOLUTION NO. 02-1509

IN THE MATTER OF APPROVING THE CONTRACT FOR BID PACKAGE 1 (COUNTRYSIDE CONSTRUCTION) FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

Countryside Construction Company

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Countryside Construction Company
119 Henderson Court
Delaware, Ohio 43015

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

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

ARTICLE 1

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

Bid Package One – DEMOLITION, DRYWALL, PAINTING & ROOFING
Alterations to 109 North Sandusky Street
109 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of One Hundred Fifty-Nine Thousand Four Hundred Twenty Dollars (\$159,420), based upon the Bid Form, dated October 2002 submitted by the Contractor.

\$159,420 Base Bid
no alternates awarded
Total Contract Amount \$159,420

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

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

- Roof Repair Complete 12/13/02
- Demolition Completion 12/06/02
- Substantial Completion for all Bid Package Contracts 03/17/03
- Completion of all Architects Prepared Punch list Items 04/02/03

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

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

- 3.5 LIQUIDATED DAMAGES

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

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ARTICLE 4

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

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 02-1510

IN THE MATTER OF APPROVING CONTRACT FOR BID PACKAGE 2 (COUNTRYSIDE
CONSTRUCTION) FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE
COUNTY, OHIO:

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

Countryside Construction Company

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Countryside Construction Company
119 Henderson Court
Delaware, Ohio 43015

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

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

ARTICLE 1

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

Bid Package Two – DOORS, WINDOWS, FINISH CARPENTRY
& MISC. ACCESSORIES
Alterations to 109 North Sandusky Street

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109 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Fifty-Two Thousand Eight Hundred Fifty-Five Dollars (\$52,855), based upon the Bid Form, dated October 2002 submitted by the Contractor.

\$52,855 Base Bid
no alternates awarded
Total Contract Amount \$52,855.00

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

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

- Replacement Window Completion 01/10/03
- Substantial Completion for all Bid Package Contracts 03/17/03
- Completion of all Architects Prepared Punch list Items 04/02/03

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

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

- 3.5 LIQUIDATED DAMAGES

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

ARTICLE 4

- 4.1 The Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest

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extent permitted by law.

- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 02-1511

IN THE MATTER OF APPROVING CONTRACT FOR BID PACKAGE 4 (UTMOST RENOVATIONS) FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

Utmost Renovations

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Utmost Renovations
754 Harmon Ave
Columbus, Ohio 43223

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

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

ARTICLE 1

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

Bid Package Four – MASONRY
Alterations to 109 North Sandusky Street
109 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Seven Thousand Nine Hundred Dollars (\$7,900), based upon the Bid Form, dated October 2002 submitted by the Contractor.

\$7,900 Base Bid
no alternates awarded
Total Contract Amount \$7,900

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

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

- Completion all Exterior Work 12/13/02
- Substantial Completion for all Bid Package Contracts 03/17/03
- Completion of all Architects Prepared Punch list Items 04/02/03

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

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

3.5 LIQUIDATED DAMAGES

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

ARTICLE 4

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

ARTICLE 5

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

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ARTICLE 6

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

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

RESOLUTION NO. 02-1512

IN THE MATTER OF APPROVING CONTRACT FOR BID PACKAGE 5 (COMFORT EXPRESS)
FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

Comfort Express, Inc.

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Comfort Express, Inc.
3527 State Route 37 West
Delaware, Ohio 43015

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

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

ARTICLE 1

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

Bid Package Five – HVAC
Alterations to 109 North Sandusky Street
109 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Thirty-Five Thousand Eight Hundred Eighty-Five Dollars (\$35,885), based upon the Bid Form, dated October 2002 submitted by the Contractor.

\$35,885 Base Bid
no alternates awarded
Total Contract Amount \$35,885

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

ARTICLE 3

- The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before
- Demolition Completion 12/06/02
 - Furnaces installed, Building under Humidity and Temperature Control 01/10/03
 - Substantial Completion for all Bid Package Contracts 03/17/03
 - Completion of all Architects Prepared Punch list Items 04/02/03

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

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within

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the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

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

3.5 LIQUIDATED DAMAGES

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

ARTICLE 4

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

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 02-1513

IN THE MATTER OF APPROVING CONTRACT FOR BID PACKAGE 7 (SIMCO) FOR
ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

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Simco Electric, Inc.

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Simco Electric, Inc.
3048 Marysville Rd.
Delaware, Ohio 43015

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

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

ARTICLE 1

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

Bid Package Seven – INTERIOR ELECTRICAL
Alterations to 109 North Sandusky Street
109 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Sixty Thousand Six Hundred and Ten Dollars (\$60,610), based upon the Bid Form, dated October 2002 submitted by the Contractor.

	\$60,610 Base Bid
	<u>no alternates</u> awarded
Total Contract Amount	\$60,610

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

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

- | | |
|--|----------|
| • Completion Electrical Rough-in | 01/03/03 |
| • Substantial Completion for all Bid Package Contracts | 03/17/03 |
| • Completion of all Architects Prepared Punch list Items | 04/02/03 |

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

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

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

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

3.5 LIQUIDATED DAMAGES

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

ARTICLE 4

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

ARTICLE 5

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

ARTICLE 6

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

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

RESOLUTION NO. 02-1514

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND TRANSFER OF FUNDS FOR THE COMMISSIONERS OFFICE:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011102-530 General Fund/Comm-Srvs & Chrgs	10011102-580 General Fund/Comm -Transfers	\$ 12,335.29

TRANSFER OF FUNDS

FROM:	TO:	
10011102-5801 General Fund/Comm -Cash Transfers	40311409-4601 Drainage Improvement - Interfund Revenue	\$ 12,335.29

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

RESOLUTION NO. 02-1515

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IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE CORONER’S OFFICE:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10030301-530 General Fund/Coroner - Srvs & Chrgs	10030301-500 General Fund/Coroner - Salaries	\$ 1,000.00
10030301-530 General Fund/Coroner - Srvs & Chrgs	10030301-510 General Fund/Coroner - Benefits	\$ 140.00
Vote on Motion	Mr. Ward Absent Mr. Wuertz Aye Mrs. Martin Aye	

RESOLUTION NO. 02-1516

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF OR DISMISSAL OF EMPLOYEES OR PUBLIC OFFICIALS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn into Executive Session at 10:40AM.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Absent
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RESOLUTION NO. 02-1517

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session at 11:00AM.

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