

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

**PUBLIC COMMENT**

**RESOLUTION NO. 04-622**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 17, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held May 17, 2004 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 04-623**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0517 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0517:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0517, memo transfers in batch numbers MTAPR0517 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>Vouchers</b>			
CCAO SC	Gas/Utilities/March-April 2004	10011105-533833810	\$ 9,759.19
Countryside Construction	Trench Drain/RBH Bldg.	10011105-5328	\$ 9,623.00
RCC Consultants, Inc.	Microwave Towers ITB	40211408-5301	\$ 5,215.00
Ben Bro Enterprises, Inc.	Bldg/Land Rental	10011105-533533502	\$ 14,625.00
AEP	Electric Service	10011105-533833802	\$ 14,868.53

Vote on Motion                Mr. Jordan                Aye                Mrs. Martin                Abstain                Mr. Ward                Aye

**RESOLUTION NO. 04-624**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM BLACKHAWK GOLF INC. DBA BLACKHAWK GOLF COURSE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berkshire Township Trustees that Blackhawk Golf Inc. DBA Blackhawk Golf Course has requested a new D1 permit located at 8830 Dustin Road Berkshire Township Galena, Ohio 43021, and

Whereas, the Berkshire 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                Aye                Mr. Jordan                Aye                Mrs. Martin                Aye

**RESOLUTION NO. 04-625**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS:**

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

<b>Supplemental Appropriation</b>	<b>Amount</b>
-----------------------------------	---------------

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

---

10016101-5001	Board of Elections /Compensation	\$ 8,665.15
10016101-5120	Board of Elections/PERS	\$ 1,174.13
10016101-5131	Board of Elections /Medicare	\$ 125.64

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

**RESOLUTION NO. 04-626**

**IN THE MATTER OF APPROVING THE LEAD SAFE RELOCATION PLAN FOR THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) FY 2004 ON CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CHIP 2004 GRANT FROM THE OHIO DEPARTMENT OF DEVELOPMENT:**

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

WHEREAS, the Ohio Department of Development has established the Community Housing Improvement Program (CHIP) to provide funding to local governments for the purpose of improving housing conditions, especially for low and moderate income households; and

WHEREAS, Delaware County has numerous low and moderate income households which need various forms of housing assistance and support services; and

WHEREAS, Delaware County has prepared and adopted a Community Housing Improvement Strategy and submitted same to the Ohio Department of Development; and

WHEREAS, this Relocation Plan was developed as a strategy to assist families with temporary relocation during the construction stage of the lead safe rehabilitation work;

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

SECTION I. The Board of Commissioners authorizes the approval of the Lead Safe Relocation Plan to assist Private Owner Rehabilitation in relocation while lead work is being done to their units.

Section II. The goal of the Lead Safe Housing Rehabilitation Program is to integrate lead paint hazard with the housing rehab program and reduce the exposure of young children to lead based paint hazards in their homes.

SECTION III. The Lead Safe Relocation Plan is in compliance with the HUD guidelines for the Evaluation and Control of Lead based Paint Hazards in Housing.

SECTION IV. That the Board of Commissioners authorizes Delaware County to enter into, and authorizes the Economic Development Director, to execute this plan contingent that the County receives the CHIP FY 2004 grant funds for Private Owner Rehabilitation from the Ohio Department of Development.

**Lead-Safe Relocation Plan  
Delaware County**

Delaware County administers a lead-safe housing rehabilitation program through the Ohio Department of Development (ODOD) Community Housing Improvement Program (CHIP). This relocation plan was developed as a strategy to assist families with temporary relocation during the construction stage of the lead-safe rehabilitation work. The intent is to help relocate families who own their own homes and voluntarily ask Delaware County for a grant to remove the lead hazards in their homes.

**Overview**

The goal of the Lead-Safe Housing Rehabilitation Program is to integrate lead paint hazard with the housing rehab program and reduce the exposure of young children to lead-based paint hazards in their homes.

These activities are designed to meet the requirements of HUD's Lead-Based Paint Abatement Housing where appropriate action must be taken to protect occupants, especially young children (six years of age and under) and women of child bearing age (14 to 44 years of age), from lead hazards associated with lead hazard reduction activities. Homes selected for testing and treatment under the program have been constructed prior to 1978 and contain lead-based paint hazards.

These policies are in compliance with HUD Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing (Chapter 8), June 1995, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The process of hazard reduction can last from a few hours to several weeks. To protect eligible homeowners

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

---

who live in housing units with lead paint, it may be necessary for them to temporarily remove their families from the premises. In all cases, the program will strive to limit the time that the family must be out of the home and will ensure that the safety of the children has the highest priority.

The program offers several levels of assistance:

1. No displacement (permanent, involuntary move) is anticipated. All occupants shall be notified in writing that they shall not be displaced.

2. Residential occupants will not be required to move permanently but may be required to relocate temporarily to permit the lead-based paint abatement program to be carried out. All conditions of the temporary relocation must be reasonable. At a minimum, and based on the level of need as determined by Delaware County Housing staff, the owner shall be eligible for:

a. Owners-- a payment to assist them in their temporary relocation;

B. Appropriate advisory services, including reasonable advance written notice of the beginning date and approximate duration of the temporary relocation; the address of the suitable, decent, safe, and sanitary lead-safe dwelling to be made available for the temporary period; and the reimbursement provisions stated in 2.(a.) or 2(b.).

3. The policy regarding temporary relocation costs for owner-occupants who elect to participate in abatement is a matter of the Housing Program's discretion.

There are specific situations in which occupants may not be present in a dwelling unit undergoing lead hazard reduction, and requirements that must be met if occupants will remain in the unit. In most circumstances, occupants must be temporarily relocated during lead hazard reduction activities.

The intent of this program is to develop an individual plan for families in need of relocation on a case by case basis. However, when possible, every attempt will be made to help families through one of the Delaware County plans.

In addition, there are certain situations where occupants may remain in the unit during lead hazard reduction work. The following conditions and restrictions apply to these types of projects.

**Prohibit Access to Work Areas**

No occupant shall be present in work areas or designated adjacent areas (not necessarily a whole room) while lead hazard reduction activities are taking place in any dwelling unit interior, common area or exterior. Adjacent areas are spaces set aside next to work areas that serve as a buffer zone between the work area and the remainder of the dwelling unit. Occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been met. See attached addendum for more information on work areas and adjacent areas.

**Actions That Do not Disturb Lead-Based Paint**

Relocation is not required if lead-based paint on walls, woodwork or other surfaces is not being removed or otherwise disturbed. For example, when the entire intervention involves dust lead cleaning only and no lead-based paint will be removed, occupants can remain in the unit.

**Hazard Reduction Completed within Eight (8) Hours**

Relocation is not required if the following three conditions are met:

1. The lead hazard reduction and the final cleanup of the work area and adjacent areas can be accomplished in one eight-hour working day; and

2. The areas available for occupancy provide sufficient bathroom, kitchen and sleeping facilities and entry/egress pathways to meet the needs of the occupants. (When hazard reduction work is done in these key areas, relocation is required until clearance standards are met – unless the work is extremely limited and the work and adjacent area can be sealed and sufficiently isolated in the room to allow adequate safe access by occupants); and

3. Dust and debris in the work areas and adjacent areas are contained, in accordance with the HUD Interim Guidelines, from entering the remainder of the dwelling unit. Occupant belongings are removed from these areas, or covered and sealed. If little or no lead-based paint will be disturbed in the work area, occupant belongings can be covered but not necessarily sealed, and dust can be contained within the work area without the use of an adjacent area.

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

---

**Hazard Reduction Requiring More Than Eight Hours**

If a lead hazard reduction takes more than one eight-hour working day to complete, occupants should, in general, be temporarily relocated. However, if a project requires multiday interventions without relocation, considerable precautions must be taken. The following are minimum requirements:

1. The lead hazard activities are of limited scope (can be completed in five or fewer calendar days with work proceeding one or two rooms at a time);
2. The work areas and adjacent areas (together not necessarily an entire room) can be contained from the remainder of the dwelling unit, and dust caused by lead hazard reduction can be completely contained within the work area and adjacent areas;
3. The work area and adjacent areas can be sealed against entry during non-working hours;
4. The work area and adjacent areas remain inaccessible to occupants until post-lead hazard reduction clearance standards are met;
5. The areas available for occupancy provide sufficient bathroom, kitchen and sleeping facilities and entry/egress pathways to meet the needs of the occupants;
6. Thorough daily cleanup procedures (HEPA vacuum at minimum) are followed at the conclusion of work each day in the work area and adjacent areas;
7. Dust samples in living areas where pre-abatement dust testing was done and within 10 feet of the entrance to the adjacent area are taken at the end of the first day's work (1 sample) and at the end of the job (1 sample) and demonstrate that pre-lead hazard reduction levels do not increase HUD minimum requirements. Only regularly planned daily cleanup measures may take place before this sampling is completed. Work need not stop until dust sample results are available. However, the results of the dust sampling should be available within 24 to 48 hours.

After a specific work crew/supervisor has met this standard on both dust samples in 3 or more consecutive dwelling units (as applicable) using the same hazard reduction methods, then a living areas dust sample may be taken only at the end of the job in subsequent units done by that work crew/supervisor.

8. If there is lead dust migration into the occupied areas, (i.e., living areas where dust samples exceed the levels in 7. above), work must be stopped until relocation can be accomplished and appropriate dust cleanup procedures can be completed.

If these occupant protection requirements are not met, occupancy is prohibited during lead hazard reduction. Occupancy can occur again only after post-lead hazard reduction clearance standards are met. Occupants may not reoccupy any work area or adjacent area until post-lead hazard reduction clearance standards are met.

**Lead Hazard Reduction on Exterior Surfaces**

If lead-contaminated paint on the exterior of a dwelling unit is being abated, the following steps must be taken to ensure occupant protection:

1. Windows and doors to the interior space within the work area and adjacent area must be sealed off to prevent lead-contamination dust from entering the unit; and
2. Occupants, whenever possible, are prohibited from using entry/egress pathways in proximity to exterior lead hazard reduction areas. If alternate means of egress are unavailable, a pathway into and out of the dwelling unit must be maintained clear of paint chips and dust from the intervention activity, and occupants warned to avoid tracking dust into their home.

The above policies are intended to safeguard the health of residents and to balance their concerns with the operational realities of lead hazard reduction. Residents are probably at greatest risk where lead-based paint surfaces are being disturbed, and contractors and residents should act accordingly. All parties concerned must ensure that the children are exposed to the very least risk possible.

**Voluntary Relocation for Homeowners**

The objective of this program is to provide financial assistance and technical support to families who are willing and able to help with their own relocation efforts. A payment will be given to families based on the county's relocation plan.

All families will receive applicable notices that will be delivered by certified mail or delivered in person. Families

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004

will be sent letters to notify them that they will not be displaced. These letters, and all letters regarding temporary relocation, will be delivered by hand or certified mail. Verification that letters were received will be maintained in the homeowner's relocation file.

In addition, families will be sent letters to notify them of their eligibility for benefits under Delaware County's Voluntary Relocation Plan. They will receive benefits based on the amount of time they must be out of their home and the number of people in the household. Although the family may be required to leave the home during lead control construction, this program is considered voluntary because the families are asking the Community Housing Improvement Program to assist them in removing lead hazards from their home.

**1. Voluntary relocation during the day only.**

<b>Payment</b>	<b>Family Size of Four or Less</b>	<b>Additional Payment</b>
\$50.00/day	1,2,3 or 4 people	\$12.50 per day per person

For example, a family of four who must be out of their home for five days will receive a payment of \$200.00.

Every effort will be made to deliver the payment check to the homeowner on or before the first day of relocation. However, there may be extenuating circumstances where this is not possible due to delays in the processing of the check or weekends that may slow down delivery of the check.

Families will be asked to leave their residence between designated hours during the day. They will be provided a payment based on a rate as stated above. This will be explained to them during their relocation counseling so any questions will be addressed before the time of temporary relocation.

The payment may be used for food for lunch since families will be home for breakfast and dinner meals. Also, the payment may be used for transportation or other discretionary uses as determined by the family to make their time away from their home as comfortable as possible.

**2. Voluntary relocation requiring the family to be away from their home overnight.**

<b>Payment</b>	<b>Family Size of Four or Less</b>	<b>Additional Payment</b>
\$125.00	1,2,3 or 4 people	\$25.00 per day per person

In rare circumstances, if need is determined by staff, homeowners will receive an additional payment to pay for actual moving expenses. This may be necessary if the contractor is not able to safely cover all property that may be exposed during construction. Or the program will pay for additional moving expenses when it is necessary for a person's employment (such as a computer) or health (such as medical equipment).

The family may use the payment in any manner it chooses to cover expenses. For example, the family may use \$50 to \$60 for a motel and use the balance of \$65 to \$75 for food for three meals. If a family of four must be out of their home for four days, they will receive a check for \$500.

In general, families will be asked to make their own arrangements for overnight lodging; however, the relocation staff may assist in finding referrals for lodging at the homeowner's request. Lodging, in each case, must be lead safe (e.g., built after 1978 or tested and lead levels found to be below the "safe" levels as established by HUD).

Payment procedures and additional moving expense procedures will be followed according to the terms stated in (1.) above.

**Involuntary Relocation Plan for Tenants**

The intent of this program is to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (URA) as it applies to tenants who may be involuntarily relocated on a temporary basis to treat any lead hazards in their rental units.

Tenant relocation is considered involuntary because it is the owner (landlord) who is requesting the lead hazard control assistance. However, tenants are not considered "displaced" because they are not permanently relocated, and their rents are not increased as a result of the hazard reduction. Eligible residents (tenants) of rental properties will be entitled to proper notifications and reimbursement of reasonable out-of-pocket expenses incurred in connection with the temporary relocation. If a landlord does not assist in this process or if that person interferes with the staff's efforts to temporarily relocate the residents, the landlord will be required to pay for any costs which may be incurred (i.e., if the residents become displaced and become eligible for the full range of URA benefits).

The landlord may not increase rents for one year from the time that lead hazard controls are complete. In addition, the landlord may be asked to pay for temporary relocation costs when they go above and beyond the

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

---

scope of Delaware County's Lead-Based Paint program.

In situations where the de-leading work is being conducted in response to important health related needs of the household, such as the discovery of a child with an elevated lead blood level, the less stringent, emergency relocation provisions of URA may apply.

Eligible residents include families where children live or visit often or visit for an extended length of time. It also includes families where there is a woman of child-bearing age (from 14 to 44 years of age). By this definition, families may include grandparents or single men who have children in their home on a regular basis.

There are a variety of ways to provide temporary housing:

1. Some residents prefer to temporarily move in with other family members who live nearby.
2. In cases involving the abatement of large multifamily projects, one or more "lead-safe" units can be made available for the temporary relocation of tenants. As units are treated, families are rotated through these units. This is called a "checkerboard" system.
3. In cases where vacant, lead-free units are not available on-site, the residents may temporarily relocate to motels or other nearby properties.
4. The temporary units must be suitable, decent, safe and sanitary. This means that large families must have temporary housing with an adequate number of bedrooms. This does not mean that the unit must be "comparable" to their permanent housing unit.

Residents are eligible for the following benefits

1. General Information Notices. (GINs) These letters, issued to tenants at the time of owner's application for lead assistance, must be sent to tenants to explain what funding the owner has applied for and that the tenant will not be permanently displaced. The tenant is cautioned not to move out of the unit or they will not be eligible for further benefits. This notice must be delivered as soon as possible after the owner's submission of an application.

All letters will be hand-delivered or sent by certified mail. A tenant file will be maintained for each tenant family, and it will include verification that letters were sent and received by the tenant.

2. Notices of Nondisplacement. These letters are sent at the time the property owner and the Delaware County Housing Program reach agreement; and it must explain that the tenant will not be "displaced." This means that the tenant will not be forced to move out their housing unit on a permanent basis.
3. Temporary Relocation Notices. These letters are required to provide the tenant with "reasonable" advance written notice of relocation and should explain where the temporary housing is located, the terms and conditions of the temporary move and the right to reimbursement of all reasonable out-of-pocket expenses. These notices should be sent about one month in advance to give families sufficient time to prepare for their move.
4. Elevated blood levels and presence of lead in housing unit notices. When the Delaware County Housing Program receives notice that a child living in the project has been found to have an elevated lead blood level, it will inform the family in writing. Also, it will inform the family if the unit tests positive for lead-based paint hazards.
5. When possible, the notices in (4.) may be combined with the other relocation notices.
6. The tenant will be provided with reimbursement for all reasonable out-of-pocket expenses incurred in connection with temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utilities at such housing. Housing staff will assist tenants when necessary or when the tenant asks for additional support. Housing staff will document all relocation efforts in the tenant files. However, if the project is cancelled prior to relocation and no federal funds are put into the project, the tenant will not be eligible for any financial benefits.
7. The landlord will be required to not raise the rent for one year from completion of the project. However, if the landlord does raise the rents, the landlord will be required to pay any rent increases for one year from the time of project completion. The date of completion will be the date of final inspection as determined by the relocation staff. The tenant shall not be liable for any rent increases during that year. The landlord will be asked to show proof that existing leases have been extended or new leases have been issued and signed that extend the rent levels paid by the tenant prior to the lead work for one additional year.

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004

Landlords must also certify that tenants will not be rent burdened by paying more than 30 percent (30%) of their income to rent.

- 8. Families must continue to pay rent in their permanent housing unit, even during the time of temporary relocation.
- 9. After work is complete, the family will move back to their permanent housing so that any vacant units will become available for another family.
- 10. The program will make available translation services as necessary.

When temporary units are made available to tenants in a project, additional precautions will be taken to minimize the costs and ensure the health and safety of the family. These may include but not be limited to:

- 1. The family may receive a checklist of what items to take to the temporary unit.
- 2. The units shall have kitchens so the family can continue to cook their own meals.
- 3. A nurse may visit the family and take voluntary blood samples from children to monitor their health risk
- 4. The furniture that is provided is durable, minimizing the wear and tear on the unit and reducing the chance that it will be removed from the unit.
- 5. Long-distance calls are blocked on the telephones. Families must use a pay phone or calling card.
- 6. Other temporary arrangements are made for pets through the use of a local kennel if necessary.
- 7. Reimbursement for utility and telephone hookups will be provided to the tenant
- 8. A tenant may waive their rights to relocation assistance by agreeing to cost-saving measures (e.g., moving in with relatives).
- 9. Owner-occupants participating voluntarily are not entitled to reimbursement for temporary relocation expenses, except as stated in Delaware County's Voluntary Relocation Plan.

In all cases the Relocation Specialist will work to ensure that the family can live independently during their temporary relocation. The Relocation Specialist will make sure the family is self-sufficient, but cannot be available to help the family in an excessive way. The program will strive to meet the needs of families during these difficult times in a cost-effective way.

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

**RESOLUTION NO. 04-627**

**IN THE MATTER OF AUTHORIZING TO PROVIDE EQUAL HOUSING OPPORTUNITY IN DELAWARE COUNTY OHIO:**

It was moved by Mr. Ward, seconded by Mr. Jordan to authorize the following:

Whereas, the population of Delaware County, Ohio, includes people of different races, creeds, sexes, religious belief, and national origins; and,

Whereas, the Commissioners of Delaware County believes in the principle of equal rights and privileges for all citizens; and

Whereas, the United States Congress has adopted as the National Policy to provide within constitutional limitations, for Fair Housing throughout our Country.

Now therefore, be it resolved by Delaware County Commissioners and Delaware County Economic Development Director;

Section 1. Designation of Policy

That it is hereby designated to be the policy of Delaware County to do all things necessary and proper to secure for all its citizens their right to equal housing opportunities, regardless of their race, creed, sex, martial status, religious belief, national origin, age, handicap or familial status.

Section 2. Definitions

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

---

That as used in this resolution, the following terms shall have these meanings.

- A. Real Estate Agent includes any real estate broker, real estate salesman or an agent thereof, or any other person, partnership association or corporation who for consideration, sell, purchases, exchanges, rents, negotiates, offers, or attempts to negotiate the sale, purchase, exchange or rental of real property or holds himself out as engaged in the business of selling, purchasing, exchanging, renting or otherwise transferring any interest in real property.
- B. Discrimination, Discriminating, or Discriminate-The terms in discriminating, discrimination, or discriminate mean to render any difference in treatment to any person in the sale, lease, rental, or financing of a dwelling or housing unit because of a person's race, color, creed, sex, marital status, religious belief, national origin, age, or handicap.
- C. Housing – Housing includes any building, facility, or structure or part thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as the home, residence, or sleeping place of one or more persons, construction, or location hereon of such building, facility, or structure.
- D. Lending Institution- Lending institutions means any bank, insurance company, savings and loan association or any other person or organization regularly engaged in the business of lending money or guaranteeing loans.
- E. Person – Person means one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trust unincorporated organizations, trustees, trustees in bankruptcy, receivers, and fiduciaries.
- F. Handicap – Means, with respect to a person- 1. A physical or mental impairment, which substantially limits one or more of such person's major life activities. 2. A record of having such impairment or 3. Being regarded as having such impairment, such term does not include current illegal use of or addiction to a controlled substance.
- G. Familial Status – Means one or more individuals (who have not attained the age of 18 years) being domiciled with- 1. A parent or another person having legal custody of such an individual or individuals; or 2. The designee of such parent or other persons having such custody, with the written permission of such parent or other person. The Protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant, or in the process of securing legal custody of any individual who has not attained the age of 18.

### Section 3. Unlawful Housing Practices

It shall be an unlawful housing practice and a violation of this resolution

- A. For any person or real estate agent:
  - 1. To discriminate against any person in the selling, leasing, subleasing, renting, assigning, or otherwise transferring of any interest in a housing unit.
  - 2. To discriminate against any person by refusing to negotiate making false representations on the availability of the housing unit which is for sale, lease, sublease, or rental.
  - 3. To include the terms, conditions, or privileges of any sale, lease, sublease, rental assignment or other transfer of any housing, any clause, condition or restriction discriminating against any person in the use or occupancy of such housing.
  - 4. To discriminate in the furnishing of any facilities, repairs, improvements, or services or in the terms, conditions, privileges, or tenure of occupancy of any person.
- B. For any lending institution to discriminate in lending money, guaranteeing loans, accepting a deed or trust mortgage or otherwise making available funds for the purchase, acquisition, construction, alteration, rehabilitation, repairs or maintenance of any housing or discriminate in the fixing of the rates, terms, conditions or provisions of any such financial assistance.
- C. For any person or real estate agent, with respect to any prohibited act specified in this resolution to publish or circulate or cause published or circulated, any notice statement, listing, or advertisement, or to announce a policy or to make any record in connection with the prospective sale, lease, sublease, or financing of any housing which indicates reliance, determination or decision based on race, color, creed, sex, marital status, age, religious belief, national origin, or handicap.
- D. For any person or real estate agent to assist in, compel or coerce the doing of any act declared to be an unlawful housing practice under this resolution or to obstruct or prevent enforcement or compliance with provisions of this resolution or to attempt directly or indirectly to commit any act declared by this resolution to be an unlawful housing practice.
- E. For any person or real estate agent:
  - 1. To induce or attempt to induce the sale, transfer or interest or listing for sale of any



**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

---

- housing by making representations regarding the existing or potential proximity of real property owned, used, or occupied by any person of any particular race, color, creed, religious belief, national origin, or handicap by direct or indirect methods.
2. To make any representation to a prospective purchaser or lease that any housing in a particular block, neighborhood, or area may undergo, or had undergone a change with respect to racial, color, religion, nationality, or ethnic composition of such block, neighborhood or area.
  3. To induce or attempt to induce the sale or listing for sale of any housing by representing that the presence or anticipated presence or persons of any particular race, color, religious belief or national origin in the area will or may result in:
    - A. Lowering of property values.
    - B. A change in the racial, color, religious, nationality or ethnic composition of the block, neighborhood or area in which the property is located.
    - C. An increase in criminal or antisocial behavior in the area.
    - D. A decline in quality of the schools serving the area.
- F. For any person or real estate agent to cause or coerce or attempt to cause or coerce retaliation against any person because such a person has lawfully opposed any act or failure to act that is in violation of this ordinance or has, in good faith, filed a complaint, testified, participated or assisted in any way in any proceeding under this resolution.
- G. To deny any person access to or membership or participation in any multi-listing service, real estate broker's organization or facility relating to the business of selling or renting housing or discriminating against a person in the terms or conditions of such access, membership, or participation.
- H. To do any other thing or engage in conduct which would otherwise make unavailable equal housing opportunities.

#### Section 4. Posting of Notices

- A. Every real estate agent shall post in a conspicuous location in that portion of his business normally used by him/her for negotiating the terms of a sale or lease of housing, and each person who operates a multi-unit residential building containing more than two units shall post at all times when prospective tenants are being interviewed, in a conspicuous location in that portion of this housing business normally used by him for negotiating the rental of a housing unit therein, a notice prepared by the HUD OR U.S. Civil Rights Commission of which contains the following language, printing in black on a light-colored background, in not less than fourteen point type; it is a violation of Title VIII of the Civil Rights Act of 1968 which includes the Fair Housing Amendments Act of 1988 for any real estate agent, or for any person owning or managing a multi-unit apartment dwelling to-
1. Deny housing to any person because of race, color, creed, sex, marital status, religious belief, national origin, age, handicap, or familial status.
  2. Discriminate against any person because of that person's race, color, creed, sex, marital status, age, religious belief, national origin, handicap or familial status with respect to the terms, conditions, or privileges of housing accommodations or in the furnishing of facilities or services in connection therewith.

IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, CONTACT THE DELAWARE COUNTY FAIR HOUSING CONSULTANT, THE OHIO CIVIL RIGHTS COMMISSION OR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

#### Section 5. HUD OR U.S. Civil Rights Commission

It shall be their responsibility to:

- A. To investigate all complaints of unlawful housing practices which are filed with it.
- B. To initiate complaints of unlawful housing practices on the basis of auditing or testing carried out by its staff or volunteers authorized by the company.
- C. To endeavor by conciliation, to resolve such complaints.
- D. To hold hearing, subpoena witnesses, compel their attendance, administer oaths, take the testimony of any person under oath, and in connection therewith to require procurement for examination of any books or papers relating to any matter under investigation or in questions before HUD OR U.S. Civil Rights Commission.
- E. To command to HUD or U.S. Civil Rights Commission, when it deems necessary, educational and other programs designed to promote the purposes state in the resolution.
- F. To adopt rules and procedures for the conduct of its business.
- G. To do such other acts that are necessary and proper in order to perform those duties with which it is charged under the terms of this resolution.

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004

---

Section 6. Procedures and Enforcement

- A. Any person subjected to an unlawful housing practice may file within 180 days of the alleged violation with HUD or U.S. Civil Rights Commission of Complaint in writing, sworn to or affirmed, which shall state the name and address of the person alleged to have committed the violation complained of and the particulars thereof, and such other information as may be required by HUD or U.S. Civil Rights Commission.
- B. Upon filing of a complaint, the member of HUD or U.S. Civil Rights Commission shall make such investigation; as he/she deems appropriate to ascertain facts and issues. If the member shall determine that there are reasonable grounds to believe a violation has occurred, he shall attempt to conciliate the matter by; methods of initial conference and persuasion with all interested parties and such representatives as the parties may choose to assist them. Conciliations conference shall be made public by the HUD or U.S. Civil Rights Commission or any member of HUD or U.S. Civil Rights Commission or its staff unless the parties agree thereto in writing.
- C. The terms of conciliation agreed to by the parties shall be reduced to writing and incorporated into a consent agreement to be signed by the parties, which agreement is for conciliation purposes only and does not constitute an admission by any party that the law has been violated. Its chairman shall sign consent agreements on behalf of HUD or U.S. Civil Rights Commission
- D. HUD or U.S. Civil Rights Commission is authorized to seek the cooperation and aid of the Ohio Real Estate or Ohio Civil Rights Commission in any investigation under this ordinance.
- E. If the member determines that the complaint lacks reasonable grounds upon which to base a violation of this ordinance, he shall so inform HUD or U.S. Civil Rights Commission and the HUD or U.S. Civil Rights Commission may in its discretion dismiss such complaint or order such further investigation as may be necessary; provided, that the HUD or U.S. Civil Rights Commission shall not dismiss such complaint without first affording the complainant an opportunity to appear before the HUD or U.S. Civil Rights Commission.
- F. If the member, with respect to a matter which involves a violation of this ordinance, fails to conciliate a complaint after the parties have in good faith attempted such conciliation, fails to effect a conciliation agreement or a formal consent agreement or determines that a complaint is not susceptible of conciliation, he schedule a public hearing to determine whether a violation of this ordinance has been committed. The HUD or U.S. Civil Rights Commission shall serve upon the respondent a statement of charges and a summons and shall serve upon all interested parties a notice of the time and place of hearing. The respondent or his authorized counsel may file such statements with the HUD or U.S. Civil Rights Commission prior to their hearing date, as it deems necessary in support of its position. The hearing shall be opened to the public, except that the respondent may request in writing a private hearing; the determination of such request shall be discretionary with the HUD or U.S. Civil Rights Commission. The hearing shall be held not less than fifteen days after service of the statement of charges and summons. Two members of the HUD or U.S. Civil Rights Commission must sign the summons so issued and the issuance of such summons shall of relevant documents and records. The failure to comply with a summons shall constitute a violation of this ordinance. The interested parties may, at their option appear before the HUD or U.S. Civil Rights Commission in person or by duly authorized representative and may have the assistance of an attorney. The parties may present testimony and evidence, and the right to cross-examine witnesses shall be preserved. All testimony and evidence shall be given under oath or by affirmation. The member shall keep a full record of the hearing, which record shall be public and open to inspection by any person, and upon request by any principal party to the proceeding, the HUD or U.S. Civil Rights Commission shall furnish such party a copy of the hearing record, if any, at such cost as the HUD or U.S. Civil Rights Commission deems appropriate.
- G. If at the conclusion of the hearing the HUD or U.S. Civil Rights Commission shall determine upon the preponderance of the evidence that the person complained against has violated this resolution, the HUD or U.S. Civil Rights Commission shall, after consultation with the Prosecutor in executive session, state its findings to and cause the Prosecutor to prepare and issue an order under HUD or U.S. Civil Rights Commission directive requiring the person complained against to cease and desist from such unlawful conduct and to take such affirmative action as will effectuate the purposes of this resolution, complained against has not after 15 calendar days following service of the HUD or U.S. Civil Rights Commission's order complied with the order, the HUD or U.S. Civil Rights Commission will recertify the matter to the Prosecutor for enforcement.
- H. Upon recertification to the Prosecutor for enforcement, he shall seek compliance by appropriate civil action brought in the name of the HUD or U.S. Civil Rights Commission of Delaware County before a court of competent jurisdiction. In any such proceeding, where the court determines that there has been a violation of this resolution, the court shall award compensatory damages and, where appropriate, punitive damages, along with attorney fees. The court may also order such other relief, as it deems necessary or appropriate.
- I. If, at the conclusion of the hearing. The HUD or U.S. Civil Rights Commission shall determine upon the preponderance of the evidence of the record that the person complied against had not violated this resolution; the HUD or U.S. Civil Rights Commission shall state and publish its findings and issue its order dismissing complaint.

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004

Section 7. Scope of Resolution

The provision of this resolution shall apply to all housing located within the territorial limits of Delaware under the HUD or U.S. Civil Rights Commission of Commissioners jurisdiction.

Section 8. Other Legal Action

Nothing contained in this resolution shall prevent any person from exercising any right or seeking remedy to which he might otherwise be entitled or from filing any complaint with any other agency or court of law or equity.

Section 9. Severability

Section and sub-sections of this resolution and the several parts and provisions thereof are hereby declared to be independent sections, sub-sections, parts, and provisions and the holding of any such section, sub-section, part or provision thereof to be unconstitutional, void or ineffective for any cause, shall not affect nor render invalid any other such section, sub-section, part, or provisions thereof.

Section 10. Effective Date

This resolution shall take effect upon signing.

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

**RESOLUTION NO. 04-628**

**IN THE MATTER OF APPROVING THE COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) AND COMMUNITY HOUSING IMPROVEMENT PROGRAM POLICY AND PROCEDURES MANUAL FOR THE PERIOD 2004 TO 2008 AND SUBMITTING THE APPROVED DELAWARE COUNTY CHIS AND POLICY MANUAL TO THE OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS (OHCP) FOR REVIEW AND APPROVAL; AND DECLARING AN EMERGENCY:**

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

WHEREAS, Delaware County has previously participated in the CHIP Program and is interested in applying for another Grant in 2004; and,

WHEREAS, a new Community Housing Improvement Strategy (CHIS) and Community Housing Improvement Program (CHIP) Policy Manual is now required and which will be in effect for five years; and,

WHEREAS, the firm of Poggemeyer Design Group, Inc. was retained to assist the County in the preparation of the Delaware County CHIS and CHIP Policy Manual; and,

WHEREAS, the formulation of the CHIS and CHIP Policy Manual was overseen and approved by the County Housing Advisory Committee; and,

WHEREAS, the deadline for submission of the adopted County CHIS and CHIP Policy Manual to the Office of Housing and Community Partnerships (OHCP) is June 1, 2004 to qualify for the next funding cycle.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF DELAWARE COUNTY OHIO, THAT:

SECTION 1: Following consideration of input received at meetings held by the County Housing Advisory Committee, the Board of the Delaware County Commissioners, and Delaware County Economic Development Director, does hereby approve the County's Community Housing Improvement Strategy (CHIS) and Community Housing Improvement Program (CHIP) Policy Manual for the period 2004 to 2008.

SECTION 2: The Economic Development Director is hereby authorized to submit the Delaware County CHIS and CHIP Policy Manual to the Ohio Department of Development, Office of Housing and Community Partnerships for review and approval.

SECTION 3: It is hereby found and determined that all formal actions of the board of county commissioners concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio, and that the reading and adoption of this Resolution complies with the provisions.

SECTION 4: This Resolution is hereby declared to be an emergency measure and shall take effect

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

immediately upon its passage and signature by the Board. The reason for this emergency lies in the fact that this Resolution is necessary to ensure the provision of safe and economical housing to those residing in Delaware County, Ohio.

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

**RESOLUTION NO. 04-629**

**A RESOLUTION AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH THE DELAWARE COUNTY HABITAT FOR HUMANITY CONSISTENT WITH THE DELAWARE COUNTY FY 2004 COMMUNITY HOUSING IMPROVEMENT PROGRAM ON CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CHIP 2004 GRANT FUNDS FOR NEW CONSTRUCTION FROM OHIO DEPARTMENT OF DEVELOPMENT:**

It was moved by Mr. Jordan, seconded by Mr. Ward to authorize the following:

WHEREAS, the State of Ohio, Department of Development (ODOD), provides financial assistance to local governments under the Community Development Block Grant (CDBG) program and the Ohio Housing Trust Fund (OHTF) for the purpose of addressing local housing needs for low income households countywide; and

WHEREAS, Delaware County is applying for FY 2004 Community Housing Improvement Program (CHIP) funding by ODOD, consisting of CDBG and HOME funds for the purpose of implementing a New Construction Program in coordination with Delaware County Habitat for Humanity (Habitat) to assist eligible low income households; and

WHEREAS, the New Construction Program is intended to result in the construction of up to 2 housing units for ownership and occupancy by low income households whose gross income is less than 50% of the area median income, who currently live in substandard dwellings.

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

SECTION I. That the Delaware County Board of Commissioners accepts the Joint Letter of Agreement between Delaware County and Delaware County Habitat for Humanity, which identifies program elements and itemizes responsibilities for the County and Habitat.

SECTION II. That an amount not to exceed \$50,000 in total and \$25,000 per dwelling unit of CHIP funding will be provided to Habitat to be used to assist in the financing the construction of dwelling units. Such funds shall be provided upon receipt and approval of required supporting documentation detailing program activities.

SECTION III. The Letter of Agreement sets forth the basic program guidelines and requirements for the respective parties to jointly undertake the New Construction Program.

SECTION IV. That the Board of Commissioners authorizes Delaware County to enter into, and authorizes Delaware County's Economic Development Director to execute this agreement contingent that the County receives the CHIP FY 2004 grant funds for New Construction from the Ohio Department of Development.

**JOINT LETTER OF AGREEMENT**

**DELAWARE COUNTY HABITAT FOR HUMANITY AND  
DELAWARE COUNTY CHIP PROGRAM**

This Letter of Agreement executed this 20 day of May, 2004, by and between Delaware County, Ohio (hereinafter referred to as "County"), and Delaware County Habitat for Humanity, Inc. (hereinafter referred to as "Habitat"), shall serve to set forth the general terms and conditions for the County and Habitat in the undertaking of a joint new housing construction program in the nonentitlement areas of Delaware County, excluding the City of Delaware.

The New Construction Program, as set forth in the County's FY 04 Community Housing Improvement Program (CHIP) with the State of Ohio, proposes to construct up to two single family dwellings in Delaware County, Ohio. These dwellings shall be constructed on vacant sites. The County, through the New Construction Program, proposes to provide financial assistance to Habitat for the construction of these dwelling units to be owned and occupied by low-income homeowner households, meeting program requirements mutually acceptable to the County and Habitat. This Program is specifically targeted to households whose gross income is less than 50% of the area median income.

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004**

---

The following program elements and itemized responsibilities for the County and Habitat set forth the basic program guidelines and requirements for the respective parties to undertake the New Construction Program.

Finance Mechanism

Habitat will receive County CHIP assistance in the amount of \$25,000 per unit to assist in the financing of the construction of a new dwelling unit at each selected site. The CHIP financing will be provided to Habitat in the form of a deferred 0% loan with a 20-year term. This deferred loan will be secured with a declining lien against the real estate that will be forgiven on a straight-line basis during the 20-year term of the loan. Any outstanding principal balance will be due to the County if an approved low-income homeowner household sells and/or no longer resides at the property within the twenty-year term of the CHIP loan.

New Construction Program participants that have incomes less than 50% of the area median income will finance a portion of their construction costs with a loan from Habitat. In order to assure affordability, Habitat hereby agrees that the participating households' housing expenses, including debt service, taxes, and insurance, will not exceed 30% of any participating households' gross monthly income.

Coordination with Habitat

The New Construction Program shall be coordinated with Habitat's program in a manner that is consistent with the goals and requirements of each program. All applicants must meet the County's CHIP eligibility requirements as well as Habitat's programmatic standards in order to receive the combination of CHIP and Habitat assistance. When the CHIP staff has documented income eligibility for participation in the CHIP program, Habitat's normal application and operating procedures shall govern the implementation of the New Construction Program unless specifically stated otherwise in this Agreement.

County Responsibilities

The County shall:

1. Provide current data on income eligibility thresholds (50% of the area median income).
2. Review, document, and determine applicant income eligibility per CHIP guidelines.
3. Provide liaison functions with the Ohio Department of Development.
4. Provide gap financing based on actual acquisition and/or construction materials costs and Habitat's financial participation.
5. Record its mortgage prior to the start of construction, and agrees to execute a subordination agreement when Habitat records its first and second mortgages. Habitat shall prepare the subordination agreement to be approved by the County.
6. Periodically inspect all work and materials used in and associated with the construction of each dwelling unit in accordance with County policy in order to recommend approval of final reimbursement payments to Habitat as applicable (to be conducted by CHIP staff and County building regulations staff as appropriate). All construction materials shall meet the minimum standards as set forth in the State of Ohio's Residential Rehabilitation Standards and the CHIP Technical Standards Manual.
7. Prepare legal documents and close the CHIP loan in accordance with program policies. Habitat must be legally capable of executing a mortgage with Delaware County.

Habitat Responsibilities

Habitat shall:

1. Refer all potential households to the CHIP program staff for income and program eligibility verification.
2. Provide appropriate plans and specifications to the County and secure all required permits including building, plumbing, and zoning permits. Copies of all required permits issued for each dwelling unit shall be submitted to the County at closing after construction.
3. Coordinate all volunteer, participating household, and contractor work, as applicable in the construction process.
4. Construction, occupancy, establishment of full legal residency, and ownership by the participating low-income household must be completed for each dwelling unit resulting from the New Construction Program no later than March 31, 2006.
5. Provide monthly budget counseling sessions to the participating households.
6. Have legal instruments prepared through a title company and close the Habitat loan in accordance with Habitat policies. The participating household must be legally capable of executing a mortgage with Habitat. At the time Habitat acquires real property for the construction of a dwelling unit, the County shall be provided a lien securing the County's CHIP funds (see Item #5 under "County Responsibilities").
7. Establish an escrow account for hazard insurance on the new dwelling, taxes, and maintain a small reserve account for maintenance on it.

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004

8. Provide each participating homeowner with a minimum one-year written warranty on materials and workmanship, in addition to providing any applicable manufacturer's warranties.
9. Guarantee of Completion: Habitat hereby agrees to complete construction of all CHIP assisted dwelling units by March 31, 2006. Furthermore, Habitat hereby agrees to complete the transfer of ownership of the property to, and said unit shall be occupied by, the participating households by March 31, 2006. Failure to do so shall result in immediate repayment by Habitat to the County of all associated CHIP funds distributed to Habitat for the unit or units not so completed.

Eligible Use of Funds

CHIP funds shall be used to pay for the cost of site acquisition and/or the purchase of materials for construction of a dwelling unit. Habitat shall provide the CHIP staff with appropriate documentation (e.g., settlement statement, invoices, bills of sale) evidencing the actual cost of real estate acquisition and materials. All materials shall be new and fully serviceable.

Payment Process

CHIP funds are to be used for acquisition of real property and/or to purchase materials for the construction of a dwelling unit. Loan proceeds shall be distributed to Habitat by the County on the following basis:

1. If CHIP funds are used for acquisition of real property, the County shall provide the funds upon submittal of a copy of a U.S. Department of Housing and Urban Development (HUD) Settlement Statement by Habitat indicating that Habitat has purchased the property and is the owner of said property.
2. If CHIP funds are being used to purchase materials, the County shall provide funds on a two-draw basis. When a dwelling unit is 50% completed, Habitat shall submit a draw request to the County using a form provided by the CHIP staff with appropriate third party cost documentation supporting the purchase of materials attached. When construction of the unit is completed, a final draw request shall be submitted to the County on a form provided by the CHIP Staff, again with appropriate third-party cost documentation supporting the purchase of materials attached.

Federal Non-Discrimination

Habitat hereby agrees that in conjunction with this New Construction Program;

- No person shall be discriminated against on the basis of race, color, religion, sex, or national origin in the provision of assistance.
- No otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination.

IN WITNESS WHEREOF, the County and Habitat have executed this Letter of Agreement as of the date included herein.

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

There being no further business the meeting adjourned.

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
Deborah B. Martin

\_\_\_\_\_  
James D. Ward

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 20, 2004

---

---

Letha George, Clerk to the Commissioners