

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 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. 04-1166

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 23 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held September 23, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-1167

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0924 :

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR 0924 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Tyevco Inc.	Private Rehab	23111711-5365	\$ 34,000.00
Vouchers			
Bovis Lend Lease	Construction Management	40411414-5410	\$ 20,186.63
The Coop, LLC	RLF Loan	23111709-5365	\$ 127,600.00
City of Delaware	2004 2nd Quarter EMS Runs	10011303-5345	\$ 213,944.64
Centurion Tactical Systems	Night Vision Binoculars	21511319-5260	\$ 9,645.00
Memo Transfers			
From	To		
DJFS/Board & Care		10011501-5350	\$ 7,500.00
	Bd. Of MRDD/Co. Home Closing	29519000-4539	

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

RESOLUTION NO. 04-1168

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Jenny Nicely attend the All Ohio Counselors Conference at Columbus, Ohio on November 4 & 5, at a cost of \$120.00

Juvenile Court is requesting that Suzanne Pingry & Stacy Collins attend an Advocacy in Prevention Training at Canton, Ohio on October 28 & 29, at a cost of \$451.00

Emergency Services is requesting that 25 paramedics attend an Advanced Cardiac Life Support Refresher Course at the Hayes Building on October 8, 2004, at a cost of \$1073.75.

The Department of Job and Family Services is requesting that Tracey Merrin, and Perry Harper attend the Ohio Welfare Conference at Worthington, Ohio on October 28, at a cost of \$170.00

The Engineer's Department is requesting that Ron Ford and Chris McGrew attend a Superintendents & Mechanics Conference at Mt. Sterling, Ohio on October 20 & 21 at a cost of \$350.26.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

The Engineer's Department is requesting that Nate Meyer attend a Business Writing Basics Seminar in Columbus, Ohio on November 18, 2004 at a cost of \$223.00.

Environmental Services is requesting that Matt Kiss attend a Biosolids Workshop in Columbus, Ohio on October 12, 2004 at a cost of \$100.00

Environmental Services is requesting that Paul Sandstrom attend a Biosolids Specialty Workshop at Columbus, Ohio on October 12, 2004 at a cost of \$100.00

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

RESOLUTION NO. 04-1169

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE CLERK OF COURTS:

It was moved by _____, seconded by _____ to approve the following:

TRANSFER OF APPROPRIATION

FROM	TO	
24820102-5001	24820101-5001	
Northpoint Title/Compensation	Georgetown Title/Compensation	\$200.00

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

RESOLUTION NO. 04-1170

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE VOCA GRANT:

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

Supplemental Appropriation

23612302-5001	Victims of Crime Grant/Compensation	4,000.00
23612302-5120	Victims of Crime Grant/PERS	542.00
23612302-5131	Victims of Crime Grant/Medicare	58.00
23612302-5250	Victims of Crime Grant/Equipment < \$500.00	120.00
23612302-5260	Victims of Crime Grant/Inventoried Equipment > \$500.00	800.00

Transfer of Funds

From	To	
10012301-5801	23612302-4601	
Victims Assistance/Transfers	Victims of Crime/Interfund Transfer	14,736.00

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

RESOLUTION NO. 04-1171

IN THE MATTER OF APPROVING PLATS FOR WEDGEWOOD PARK SECTION 2 AND DITCH MAINTENANCE PETITIONS FOR WALNUT GROVE ESTATES, SECTION 1 AND WEDGEWOOD PARK SECTION 2 :

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

Wedgewood Park, Section 2

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 6 and Farm Lot 7, Quarter Township 3, township 3 North, Range 19 West, United States military Lands, and containing 79.762 acres of land, more or less; Being 10,400 acres of a 37.835 acre tract of land conveyed to Virginia Homes, Ltd. by deed of record in Official Record 214, page 1036 and 69.362 acres of a 100.432 acre tract of land conveyed to Virginia Homes, Ltd. by deed of record in Official Record 46, page 2480. Of said 79.762 acres, 20.617 acres, more or less, are within said Farm Lot 6 and 59.145 acres, more or less, are within said Farm Lot 7, all references being to the Recorder's office, Delaware County, Ohio. Lot fee in the amount of \$198.00

Ditch Maintenance Petitions-

Walnut Grove Estates, Section 1

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

We the undersigned owners of 36.34 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Walnut Grove Estates, Section 1 as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Walnut Grove Estates, Section 1 Subdivision.

The cost of the drainage improvements is \$ 327,424.97 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision .and 18 future lots. 38 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 7,896.84 per lot. An annual maintenance fee equal to 2% of this basis \$ 157.94 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 6,001.60 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Ditch Maintenance Petition-

Wedgewood Park, Section 2

We the undersigned owners of 79.7 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as Wedgewood Park , Section 2 as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Wedgewood Park, Section 2 Subdivision.

The cost of the drainage improvements is \$ 391,039.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision . 66 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 5,924.80 per lot. An annual maintenance fee equal to 2% of this basis \$ 118.50 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 6,001.60 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat

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

RESOLUTION NO 04-1172

IN THE MATTER OF AWARDED THE BID TO MACHINERY AND TOOL RENTALS FOR THE PORTABLE LIGHT TOWER:

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

As the result of the above referenced bid opening, the Engineer recommends that a bid award be made to

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

Machinery and Tool Rentals, Inc. of Columbus, Ohio, the only bidder for this equipment. The price for the light tower, which meets the specifications as outlined in our bid, is \$7,052.00.

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

RESOLUTION NO. 04-1173

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR THE VILLAGES OF OAK CREEK PHASE 11B :

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

The roadways to be accepted are as follows:

- An addition of 0.15 mile to **Township Road Number 734, Royal Oak Drive**
- **Windward Way**, to be known as **Township Road Number 1399**

We also recommend that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Letter of Credit being held as maintenance surety to the developer, Homewood Corporation.

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

RESOLUTION NO. 04-1174

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR VILLAGES OF OAK CREEK, PHASE 11B :

It was moved by _____, seconded by _____ to establish stop conditions for the following:

Stop Condition – Villages of Oak Creek, Phase 11B

- On Township Road Number 1399, Windward Way, at its south intersection with Township Road Number 734, Royal Oak Drive

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

RESOLUTION NO. 04-1175

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR WEDGEWOOD PARK, SECTION 2 :

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

Wedgewood Park Section 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. We have, therefore, estimated the remaining construction costs to be **\$444,000**, and two letters of credit totaling that amount are in place to cover the bonding of this project.

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

RESOLUTION NO. 04 -1176

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BONDS FOR THE SUBDIVISIONS OF GLEN OAK SECTION 1; SHEFFIELD PARK SECTION 1; SCIOTO RESERVE SECTION 4, PHASE 10:

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

Glen Oak Section 1

In September, 2002, your Board entered into an Agreement with Dominion Homes for the above referenced project. In July, 2004, we sent the developer a punchlist itemizing the outstanding items needed to complete this project. In August, 2004, a certified letter was sent to Dominion advising that the items in our July punchlist had

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

not been completed and action would be taken against the project’s maintenance surety should they fail to complete the work. As their maintenance surety is due to expire on October 2, 2004, we request approval to take action against this surety should they fail to complete the required items by this date.

Sheffield Park, Section 1

In September, 2002, your Board entered into an Agreement with Centex Homes for the above referenced project. In June, 2004, we sent the developer a punchlist itemizing the outstanding items needed to complete this project. On August 31, 2004, a certified letter was sent to Centex Homes advising that the items in our June punchlist had not been completed and action would be taken against the project’s maintenance surety should they fail to complete the work. As their maintenance surety is due to expire on September 30, 2004, we request approval to take action against this surety should they fail to complete the required items.

Scioto Reserve Section 4, Phase 10

In September, 2003, your Board entered into an Agreement with Homewood Corporation for the above referenced project. In July, 2004, we sent the developer a punchlist itemizing the outstanding items needed to complete this project. In September, 2004, a certified letter was sent to Homewood advising that the items in our July punchlist had not been completed and action would be taken against the project’s maintenance surety should they fail to complete the work. As their maintenance surety is due to expire on October 8, 2004, we request approval to take action against this surety should they fail to complete the required items by this date.

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

RESOLUTION NO. 04-1177

IN THE MATTER OF APPROVING A FUNDING REQUEST FROM THE STATE CAPITAL IMPROVEMENTS PROGRAM THROUGH THE OHIO PUBLIC WORKS COMMISSION AND AUTHORIZING JAMES D. WARD TO ACT AS APPLICANT AND SIGNATORY:

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

Improvements to 3 Bridges on Thomas Road
Estimated cost of Project \$580,000.00
Request for assistance \$290,000.00

“AUTHORIZING LEGISLATION”
 Delaware County
 Thomas Road Bridges

A RESOLUTION AUTHORIZING James D. Ward, Delaware County Commissioner TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED;

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

WHEREAS, the Delaware County Board of Commissioners is planning to make capital improvements to three (3) bridges on Thomas Road, and

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

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

Section 1: That James D. Ward is hereby authorized to apply to the OPWC for funds as described above.

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

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

RESOLUTION NO. 04-1178

IN THE MATTER OF APPROVING COOPERATION AGREEMENT WITH ORANGE TOWNSHIP FOR THE EAST ORANGE ROAD IMPROVEMENT PROJECT:

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004

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

Orange Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the East Orange Road Improvement Project

Orange Township will provide funds totaling 23 % of the cost of the project name. Such funds will come from the road and bridge fund.

Delaware County through the County Engineer will provide funds totaling 23% of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

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

Orange Township agrees to pay its \$50,000 of the cost as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its \$50,000 of the cost towards construction and inspection services.

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

RESOLUTION NO. 04-1179

IN THE MATTER OF APPROVING THE CONDITIONS AND TO RESPOND TO THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS, FOR THE FY 2004 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) CONDITIONAL AWARD LETTER:

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

WHEREAS, during the CHIS update and CDBG participation process various housing needs have been identified in the County; and

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Housing Improvement Program (CHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County assurance of receiving the CHIP FY 2004 grant agreement is conditioned on the satisfactory response to the Conditional Award Letter from the Ohio Department of Development, and

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

Section 1. That the Delaware County Board of Commissioners approves the FY04 CHIP conditions for Delaware County as follows:

Table IV and Table IV-A

Table IV has been revised deleting the \$5,000 Habitat administrative allocation from line item 25 and moving it to line item 22, project administration charges. Additionally, Table IV-A has also been revised deleting \$400 from line 8 for TBRA and increasing the marketing/advertising line item by \$400 (up to \$1,600) for non-specific administration costs. The Delaware Metropolitan Housing Authority will now only have \$4,500 available for admin costs for the TBRA program.

New Construction (Habitat for Humanity Activity)

Mr. Steve Daum, rehabilitation Specialist with Poggemeyer Design Group, will be handling the CHIP inspection activities for Delaware County and will oversee the construction of the two Habitat houses as well on behalf of the County.

Jackie Kuhns, Executive Director of the Delaware County Habitat for Humanity Organization, stated that all of the Habitat homeowners that will be assisted with CHIP Funds will have incomes at or below 65% of the area median income.

Since the County will be receiving Ohio Housing Trust Fund monies for Habitat, Table VI-A has been revised to reflect the changes in the use of these funds.

Habitat will now use these CHIP-OHTF funds towards property acquisition; the purchase of construction materials and or for other construction related expenses and costs. To reflect these changes, the Memorandum of Agreement between the County and Habitat has also been revised.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004

Housing revolving Loan Fund Administration Agreement

The County has submitted a signed copy of the Housing Revolving Loan Fund Administration Agreement, governing the collection, use and reporting of its housing programs income funds, as required by OHCP' CDBG-CHIP and HOME-CHIP Program Income General Guidelines and Instructions (12/03).

Local Policy and Procedure Manual – Required Policy Change to HOME Recapture Provision

The County has make the necessary changes to its local Policy and Procedure Manual consistent with the Condition Award Letter. Revised pages 59 and 60 of the County’s CHIP Policy and Procedures Manual to reflect the HUD required HOME recapture provisions.

The following provides clarification to the OHCP policy regarding the recapture of HOME funds during the affordability period, consistent with the HUD memorandum on “Guidance on Preparing Consolidated Plans for Fiscal Year (FY) 2005 Funding Cycles”, issued July 29, 2004. Specifically, when using recapture requirements, the State of Ohio Consolidated plan will require, and each community’s local Policy and Procedure Manual must include, effective immediately, the provision the recapture amount be based on the net proceeds available from the sale rather than the entire amount of the HOME investment.

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

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

RESOLUTION NO. 04-1180

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO AMEND THE AGREEMENT WITH THE DELAWARE COUNTY HABITAT FOR HUMANITY CONSISTENT WITH THE DELAWARE COUNTY FY 2004 COMMUNITY HOUSING IMPROVEMENT PROGRAM ON 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 applied 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, Delaware County Commissioners entered into an Agreement with Delaware County Habitat for Humanity on May 20, 2004, on Resolution #04-629, and

WHEREAS, the New Construction Program will be funded under the Home Funds, the State is requesting an amendment to our current agreement.

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 amendments to the Agreement between Delaware County and Delaware County Habitat for Humanity.

SECTION II. The County will be receiving Ohio Housing Trust Fund monies for Habitat in the amount not to exceed \$50,000 in total and \$25,000 per dwelling unit.

SECTION III. The Agreement sets forth the 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 amended agreement to the CHIP FY 2004 grant funds for New Construction from the Ohio Department of Development.

**AGREEMENT
between the
DELAWARE COUNTY HABITAT FOR HUMANITY ORGANIZATION
and
DELAWARE COUNTY**

shall serve to set forth the general terms, conditions and responsibilities for the COUNTY and HABITAT in the undertaking of a joint single family new construction project herein referred to as the "PROJECT".

WHEREAS, the COUNTY has been awarded a FY 2004 Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, for which the PROJECT was a part of; and

WHEREAS, the COUNTY proposes to provide \$50,000 of CHIP Grant Funds to HABITAT for the construction of 2 single family houses within Delaware County, excluding the City of Delaware. The households shall be selected through the HABITAT application process and verified by the COUNTY that CDBG/HOME funding requirements have been satisfied as included in the COUNTY'S FY 2004 CHIP application;

NOW, THEREFORE, WITNESSED, that the COUNTY and HABITAT do hereby agree as follows:

PURPOSE

The COUNTY hereby engages and retains HABITAT to construct two single-family homes for LMI households as part of the FY 2004 CHIP grant awarded to the COUNTY for said PROJECT.

DUTIES OF HABITAT

HABITAT agrees to perform the following services and duties:

- I.** Select two qualified LMI households from the HABITAT waiting list who demonstrate the willingness and ability to purchase a new home. The households selected must have gross family incomes at or below 65% of the current area median income for Delaware County, adjusted for family size. Households required to complete a HABITAT homebuyer counseling training and perform the required volunteer labor hours (sweat equity) prior to occupancy.
- II.** Provide personnel and services to coordinate and construct two new three or four bedroom homes, for said PROJECT. The size and bedroom mix of the homes will be determined by HABITAT Policies and the household size of the homebuyers.
- III.** Complete construction of two single-family homes and have conducted loan closings by August 31, 2006.
- IV.** Review and oversee compliance with applicable State and Federal laws, rules and regulations concerning said PROJECT.
- V.** Ensure the units are in compliance with applicable county, state and federal building codes for new construction (IRC One-and Two-Family Dwelling Code).
- VI.** Establish and maintain official relations with the COUNTY and the COUNTY'S CHIP consultant and make periodic reports to the COUNTY concerning the status and progress of said PROJECT.
- VII.** Participate in all monitoring visits and program audits conducted by the Ohio Department of Development.

DUTIES OF COUNTY

The COUNTY agrees as follows:

1. Verify that the households selected by HABITAT meet income eligibility requirements of the CHIP Program.
2. Complete an environmental review for said PROJECT, if applicable.
3. Provide CHIP funds to Habitat to construct two single-family homes within Delaware County, excluding the City of Delaware for two eligible homebuyers chosen by HABITAT.
4. The maximum amount of CHIP subsidy to Habitat provided by the County will be \$50,000 (\$25,000 per house). Further, the appraisal value of the CHIP assisted Habitat House will not exceed the most current 203 (b) FHA Mortgage limit for Delaware County.
5. Abide by applicable State and Federal laws, rules and regulations concerning said PROJECT.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

- 6. Execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
- 7. Retain and preserve all grant-related records after the close of said PROJECT for a period of not less than four (4) years.

COMPENSATION/AFFORDABILITY

The COUNTY agrees to provide Habitat a sum of Fifty Thousand and 00/100 Dollars (\$50,000) in the form of a grant towards property acquisition, construction material purchase, and/or construction-related expenses towards building two HABITAT homes (for a per unit subsidy of \$25,000) in Delaware County, excluding the City of Delaware to enable two eligible LMI families chosen by HABITAT to become homeowners.

TERMS OF AGREEMENT

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2006. The term of this Agreement may be extended upon the mutual written consent of the parties.

MODIFICATION

This Agreement represents the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party in empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

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

RESOLUTION NO. 04-1181

IN THE MATTER OF APPROVING THE EXTENSION OF THE DELAWARE COUNTY'S HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR 2003:

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County Commissioners approved the use of the Revolving Loan Fund in the amount of \$350,000 on December 30, 2002, Resolution No. 02-1649 to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, the County has completed 11 Rental Rehab units, with 1 under review, which is 9 units over the County 's goal; and

WHEREAS, the County has completed 6 Private Rehab units, and has 1 Private Rehab unit under construction, and

WHEREAS, DCHIP had 4 Private Rehab units declared walk-aways due to the cost to each unit was over the amount allowed by the Ohio Department of Development.

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 Delaware County Board of Commissioners hereby approves to extend the time to complete Delaware County Housing Improvement Program (DCHIP) from October 15 to December 31, 2004.

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

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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004

RESOLUTION NO. 04-1182

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING #2 FOR LET THEM EAT CAKE PROJECT:

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

Whereas, a public hearing will be held on **Monday, October 18, 2004, at 9:45 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider Let Them Eat Cake Project.

Local Policy and Procedure Manual – Required Policy Change to HOME Recapture Provision

The County has make the necessary changes to its local Policy and Procedure Manual consistent with the Condition Award Letter. Revised pages 59 and 60 of the County’s CHIP Policy and Procedures Manual to reflect the HUD required HOME recapture provisions.

The following provides clarification to the OHCP policy regarding the recapture of HOME funds during the affordability period, consistent with the HUD memorandum on “Guidance on Preparing Consolidated Plans for Fiscal Year (FY) 2005 Funding Cycles”, issued July 29, 2004. Specifically, when using recapture requirements, the State of Ohio Consolidated plan will require, and each community’s local Policy and Procedure Manual must include, effective immediately, the provision **the recapture amount be based on the net proceeds available from the sale rather than the entire amount of the HOME investment.**

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

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

RESOLUTION NO. 04-1183

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY’S CONVEYANCE OF WASTE WATER:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve specifications and set bid opening date and time for

Friday, October 15, at 1:00 pm. Delaware County Board of Commissioners Office

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

RESOLUTION NO. 04-1184

IN THE MATTER OF AUTHORIZING THE REQUEST FOR LETTERS OF INTEREST AND STATEMENT OF QUALIFICATIONS FOR CONSULTING AND ENGINEERING SERVICES FOR TUNNELING ENGINEERING; GEOTECHNICAL ENGINEERING AND BLASTING/EXPLOSIVES ENGINEERING FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT AND SETTING BID OPENING DATE AND TIME

It was moved by Mr. Ward, seconded by Mr. Jordan to approve request for letter of interest and statement of qualifications and set bid opening date and time for the following:

LOI and SOQ for **Tunneling Engineering Services** are being solicited for the purpose of identifying firms to provide these services. The LOI and SOQ shall be submitted to the Delaware County Regional Sewer District by 4:00 P.M. on **Friday, October 15, 2004.**

LOI and SOQ for **Geotechnical Engineering Services** are being solicited for the purpose of identifying firms to provide these services. The LOI and SOQ shall be submitted to the Delaware County Regional Sewer District by 4:00 P.M. on Friday, October 15, 2004.

LOI and SOQ for **Blasting/Explosives Engineering Services** are being solicited for the purpose of identifying firms to provide these services. The LOI and SOQ shall be submitted to the Delaware County Regional Sewer District by 4:00 P.M. on Friday, October 15, 2004.

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

RESOLUTION NO. 04-1185

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN GOLF VILLAGE, SECTION 8, PHASES A & B:

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

maintenance by Delaware County as follows:

Golf Village Section 8, Phases A & B 4022 feet of 8 inch sewer 20 manholes
 Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-1186

IN THE MATTER OF APPROVING A CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY CHILD SUPPORT AND ENFORCEMENT AGENCY AND THE DELAWARE COUNTY PROSECUTOR

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

IV-D SERVICE CONTRACT - PROSECUTOR

This contract made and entered into on the 27th day of September, 2004, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the "CSEA") and Delaware County Intensive Supervision, a Contractor of service (hereinafter referred to as "Contractor").

Pursuant to Title IV-D of the Social Security Act, Section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:1-29-50 of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract

1. Purchase of Services: Subject to terms and conditions set forth in this contract and the attached forms (such forms are deemed to be a part of this contract as fully as if set forth herein), the CSEA agrees to purchase for, and Contractor agrees to furnish to eligible individuals those specific services detailed in JFS 07019, JFS 07030, or JFS 07031, attached.
2. Purpose: The CSEA and Contractor agree to coordinate services detailed in JFS 07019, JFS 07030, or JFS 07031, attached, and to make all reasonable efforts to coordinate with other service Contractors to establish a cooperative; comprehensive county plan for effective enforcement of child support
3. Contract Period: This contract will be effective from July 1, 2004, through December 31, 2004, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract; that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this contract. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	Amount	Source
Local Matching Funds (34%) OAC 5101:1-29-50 (C) (5)	\$13,137.60	Delaware County General Fund
Federal Matching Funds (66%)	\$25,502.40	FFP/CSEA Admin. Fund
Total	\$38,640.00	Delaware County General Fund/FFP/CSEA Admin, Fund

(A) Contractor warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law or by rule 5101:1-29-50 (C) (%) of the Administrative Code.

5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 of this contract and as detailed in JFS 07019, JFS 07030, or JFS 07031, attached, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$805.00 Per Case for Provision of services.

6. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form which has been filed with the CSEA and has resulted in an open IV_D case..

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

7. Payment for Purchased Services: The Contractor shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as JFS 07035.
8. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in JFS 07019, JFS 07030, or JFS 07031, attached the Contractor may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Contractor of his liability under this contract Contractor is responsible for making direct payment for such services.
9. Termination:
 - (A) In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the contract by providing the Contractor with written notice thirty (30) days in advance of the termination date.
 - (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty (30) days in advance of the termination date.
 - (C) Notwithstanding Sections (A) and (B) of this article, This contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.
 - (D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Contractor will cease as of that date.
 - (E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.
 - (F) In the event of termination under this Article, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this Contract.
10. Independent Contractors: Contractors, agents, and employees of the Contractor, including subcontractors, will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
11. Duplicate Billing: Contractor warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Contractor to other sources of federal funds for the same service.
12. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
14. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
15. Responsibility for Audit Exceptions: Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

provisions of this contract.

16. Confidentiality: Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
17. Equal Employment Opportunity: In carrying out this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Contractor shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship
18. Indemnity and Insurance: (when applicable)
 - (A) Indemnity: Contractor agrees that it will at all times during the existence of this contract indemnify and save harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
 - B) Insurance: Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
19. Monitoring and Evaluation: The CSEA and Contractor will, as detailed in attached Forms, monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which program objectives contained in the contract are being achieved.
20. Accessibility of Program to the Public: The CSEA and Contractor agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
21. Out-of-County and Out-of-State Cooperation: The CSEA and Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
22. Amendment of Contract: This contract may be amended at any time by a written amendment signed by all parties and submitted to the ODJFS in the manner required by ODJFS rules.

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

RESOLUTION NO. 04-1187

IN THE MATTER OF APPROVING A CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY CHILD SUPPORT AND ENFORCEMENT AGENCY AND DELAWARE COUNTY INTENSIVE SUPERVISION:

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

IV-D SERVICE CONTRACT – INTENSIVE SUPERVISION

This contract made and entered into on the 27 day of September, 2004, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the “CSEA”) and Delaware County Intensive Supervision ,a Contractor of service (hereinafter referred to as ”Contractor”).

Pursuant to Title IV-D of the Social Security Act, Section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:1-29-50 of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract

1. Purchase of Services: Subject to terms and conditions set forth in this contract and the attached forms (such forms are deemed to be a part of this contract as fully as if set forth herein), the CSEA agrees to purchase for, and Contractor agrees to furnish to eligible individuals those specific services detailed in JFS 07019, JFS 07030, or JFS 07031, attached.
2. Purpose: The CSEA and Contractor agree to coordinate services detailed in JFS 07019, JFS 07030, or JFS 07031, attached, and to make all reasonable efforts to coordinate with other service Contractors to establish a cooperative; comprehensive county plan for effective enforcement of child support

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

- 3. Contract Period: This contract will be effective from July 1, 2004, through December 31, 2004, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
- 4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract; that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this contract. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	Amount	Source
Local Matching Funds (34%) OAC 5101:1-29-50 (C) (5)	\$7,764.32	Delaware County General Fund
Federal Matching Funds (66%)	\$15,071.92	FFP/CSEA Admin. Fund
Total	\$22,836.24	Delaware County General Fund/FFP/CSEA Admin, Fund

(A) Contractor warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law or by rule 5101:1-29-50 (C) (%) of the Administrative Code.

- 5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 of this contract and as detailed in JFS 07019, JFS 07030, or JFS 07031, attached, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$951.51 Per Referred Case for Provision of services.

- 6. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form which has been filed with the CSEA and has resulted in an open IV_D case..
- 7. Payment for Purchased Services: The Contractor shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as JFS 07035.
- 8. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in JFS 07019, JFS 07030, or JFS 07031, attached the Contractor may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Contractor of his liability under this contract Contractor is responsible for making direct payment for such services.

- 9. Termination:

(A) In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the contract by providing the Contractor with written notice thirty (30) days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty (30) days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this article, This contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Contractor will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

(F) In the event of termination under this Article, the Contractor shall be entitled to compensation, upon

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004**

submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this Contract.

10. Independent Contractors: Contractors, agents, and employees of the Contractor, including subcontractors, will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
11. Duplicate Billing: Contractor warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Contractor to other sources of federal funds for the same service.
12. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
14. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
15. Responsibility for Audit Exceptions: Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
16. Confidentiality: Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
17. Equal Employment Opportunity: In carrying out this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Contractor shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship
18. Indemnity and Insurance: (when applicable)
 - (A) Indemnity: Contractor agrees that it will at all times during the existence of this contract indemnify and save harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
 - B) Insurance: Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
19. Monitoring and Evaluation: The CSEA and Contractor will, as detailed in attached Forms, monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which program objectives contained in the contract are being achieved.
20. Accessibility of Program to the Public: The CSEA and Contractor agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2004

- 21. Out-of-County and Out-of-State Cooperation: The CSEA and Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
- 22. Amendment of Contract: This contract may be amended at any time by a written amendment signed by all parties and submitted to the ODJFS in the manner required by ODJFS rules.

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

RESOLUTION NO. 04-1188

**IN THE MATTER OF RE-APPOINTING CRAIG ARNOLD, CHRISTOPHER COMBS, AND
STEPHEN FINNEY AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS'
REPRESENTATIVES TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL
DISABILITIES**

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall re-appoint individuals to the Delaware County Board of Developmental Disabilities for a three year term beginning January 1, 2005, and ending December 31, 2008, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint Craig Arnold, Christopher Combs, and Stephen Finney to the Delaware County Board of Developmental Disabilities.

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

Letha George, Clerk to the Commissioners