

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 19, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

1:30 PM Viewing For Consideration Of Request To Vacate A 50 Foot Wide Area (0.218 Acre Tract) Between Lot 4186 And Lot 4187 Off North Lakehill Road In Concord Township

PUBLIC COMMENT

RESOLUTION NO. 05-1661

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 15, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held December 15, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1662

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1216:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1216, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Ronald Foltz	Board and Care	22511607-5350	\$ 5,529.00
Columbus State	WIA Youth	22311611-5350	\$ 5,000.00
Increases			
Bruner Corporation	Change Orders	40411414-5410	\$ 25,882.00
Delaware Area Career	ABLE	22411603-5348	\$ 10,000.00
Charring Learning Center	Day Care	22411610-5348	\$ 750.00
Kindercare	Day Care	22411610-5348	\$ 1,850.00
Vouchers			
Tyevco	CHIP-Home	23011713-5365	\$ 7,430.91
Trucco Construction Co.	Const./Perry Taggart Sewer	65511918-5415	\$ 656,770.22
Trucco Construction Co.	Const./Perry Taggart Sewer	65511918-5415	\$ 1,111,321.78
AEP	Monthly Service	65211919-533833802	\$ 33,477.49
Vititoe Construction	Ostrander FY 04Grant	23111709-5365	\$ 5,255.48
Valley Security	Security Jail	40411414-5410	\$ 174,469.15
Kenny Huston	Masonry Jail	40411414-5410	\$ 43,725.47
Kromer State Roofing	Roof Jail	40411414-5410	\$ 8,768.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-1663

IN THE MATTER OF RESCHEDULING THE MONDAY JANUARY 2, 2006 COMMISSIONERS’ SESSION TO TUESDAY JANUARY 3, 2006 AT 9:00AM:

It was moved by Mr. Ward, seconded by Mr. Evans to approve rescheduling the Monday January 2, 2006 Commissioners’ Session to Tuesday January 3, 2006 at 9:00am.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1664

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

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

Contract Letter

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This letter is to confirm our understanding of the services to be provided to Delaware County by the Local Government Services Section (LGS) of the Office of the Auditor of State.

From financial records and supporting documentation you provide, we will propose adjusting entries to convert your cash basis financial information to the accrual basis of accounting. Once the County has approved the entries, we will input these entries into our conversion software.

Using our conversion software and additional information provided by the County, we will compile the basic financial statements for Delaware County for the year ended December 31, 2005. The basic financial statements will be compiled based upon the reporting model set forth in GASB Statement No. 34, "Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments". We will not audit or review these financial statements. Our report on the financial statements is presently expected to read as follows:

We have compiled the accompanying basic financial statements of Delaware County as of December 31, 2005, and for the year then ended, in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting, in the form of financial statements, information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any form of assurance on them.

Management's Discussion and Analysis is required supplementary information that has been prepared by management. We have not compiled, reviewed, nor audited this information and, accordingly, assume no responsibility for it.

Delaware County remains responsible for the compiled basic financial statements. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. The County will designate a management-level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the City has determined that someone other than the individual with whom we worked last year will fulfill this role, the City must submit documentation to support the new designee's knowledge and capability to perform this function. This documentation may include education and training related to the matters covered in this engagement. We will meet with this individual bi-weekly to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will make any decisions that involve management functions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered in the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

If for any reason we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement. Subsequent to the completion of the general purpose external financial statements, LGS will provide technical assistance in assembling the Comprehensive Annual Financial Report (CAFR). The CAFR may be used to fulfill the City's annual report filing requirement if completed by May 30, 2006.

The hours of service offered in this letter are based upon the following information being provided by the County:

1. Information required to confirm appropriate fund classification and major fund status in accordance with GASB Statement No. 34;
2. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements, including original budget amounts for all funds required to be presented in the basic financial statements and documentation to ensure that financial records are in agreement with amended certificates requested and appropriations passed by the County Commissioners during the year;
3. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with a bank reconciliation of all County funds and bank accounts as of year end;
4. Documentation for receivables, inventory, and prepaid items as of year end;
5. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the year;

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6. Information regarding accrued salaries, compensated absences (both current and long-term), workers compensation, retirement, and other current and long-term liabilities as of year end;
7. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases, and the purpose for which the short-term debt was issued;
8. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums, and discounts for additions should be identified separately. Copies of amortization schedules that distinguish between principal and interest for each outstanding issue must also be provided;
9. Information to support necessary modified accrual and accrual adjustments at year end;
10. Information regarding transfers by fund including the amount and purpose for each transfer;
11. Preparation of the transmittal letter and statistical section; and
12. Preparation of the Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

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

LGS assistance with respect to capital assets will be limited to explaining the required changes necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets and/or accumulated depreciation/depreciation expense is required, this engagement will need to be amended.

LGS will propose journal entries for the preparation of the basic financial statements; review records and other information to determine whether data is being gathered at the required level to permit the preparation of financial statements in accordance with GASB Statement No. 34; prepare trial balances based on management's chart of accounts and selected financial statement format; enter usable information from the prior year trial balances to the trial balances that will be used for the current year; input approved journal entries into the trial balances; and update conversion plans

The financial statements include the financial activity of a discretely presented component unit. The component unit's financial statements must be prepared based on the new reporting model set forth in GASB Statement No. 34. Our services related to this component unit are limited to inserting information from the component unit's financial statements and notes into your financial statements. The component unit's financial statements need to be available by March 31, 2006. While audited financial statements are preferred and are necessary before completion of your audit, compiled financial statements are adequate for completion of this engagement. We would be happy to discuss these requirements with the management of the component unit and with the individual or firm that will be preparing the financial statements.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist; however, we will inform the appropriate level of management of any material errors and of any evidence or information that come to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

It is estimated that two hundred three hours will be needed to complete this project. Our fees for these services will be billed monthly to the County at a rate of \$37 per hour, and the total cost is not anticipated to exceed \$7,500. If additional time or services should be necessary, we will notify the County regarding any amendment to this contract that may be required.

If you are in agreement with the terms of this contract, please sign and certified this engagement letter in the appropriate spaces and return it no later than January 13, 2006. If we do not hear from you by January 13, 2006, we will assume the County does not wish to contract the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Belinda L. Miller, Chief Project Manager, at 1-800-345-2519.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1665

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR VILLAGE AT BALE KENYON:

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

Village At Bale Kenyon

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December 2005 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **VILLAGE COMMUNITIES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**VILLAGE AT BALE KENYON**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THREE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and the current “**Subdivision Regulations of Delaware County, Ohio**”.
4. The **SUBDIVIDER** shall deposit **THIRTY THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. **THE SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER, 2006**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -1666

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

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

Permit #	Applicant	Location	Type of Work
U05212 U06001	Columbus Southern Power Sprint	Orchard Road Blanket Permit for Road Bores	Directional bore road Place/replace buried service wires

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-1667

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IN THE MATTER OF APPROVING A SCOPE OF SERVICES AND SETTING BID OPENING DATE AND TIME FOR CHESHIRE ROAD BRIDGE OVER LITTLE WALNUT CREEK DESIGN/BUILD PROJECT WHICH INCLUDES THE ENGINEERING, DESIGN AND PREPARATION OF CONSTRUCTION PLANS FOR THE REPLACEMENT OF THE CHESHIRE ROAD BRIDGE:

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

INVITATION TO BID

Sealed proposals will be received at the Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Tuesday, January 31, 2006, at which time bids will be opened and read aloud for the design/build project known as

Cheshire Road Bridge over Little Walnut Creek
DEL-CR-72-8.44
Design/Build Project

which includes the engineering, design and preparation of construction plans for the replacement of the Cheshire Road Bridge, including minor roadway approach work, and includes furnishing all labor, materials and equipment necessary to complete the project.

Contract documents and scope of work can be obtained at the Delaware County Engineer’s Office for no cost. Bidder must make arrangements to obtain bid packet; they will not be mailed.

A pre-bid meeting will be held at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, at 10:00 a.m. local time on Thursday, January 12, 2006 at which time any of the Bidders’ questions will be answered. If at least one representative of a Bidder does not attend, the Bidder will not be disqualified from bidding, however, such action may be construed as evidence in determining the lowest and best Bidder.

Each Bidder is required to furnish with its proposal a Bid Guaranty and Contract Performance Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all engineering firms and/or subcontractors to be used. The contract will be awarded by the Delaware County Board of Commissioners to the lowest and best Bidder. This project conforms with the requirements of O.R.C. 5543.22.

The owner intends that all work associated with this project be finished no later than October 31, 2006.

Bidders must comply with the Prevailing Wage Rates for Public Improvements in Delaware County as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked “SEALED BID FOR CHESHIRE ROAD BRIDGE OVER LITTLE WALNUT CREEK REPLACEMENT”.

The Delaware County Board of Commissioners reserves the right to waive irregularities and to reject any and/or all bids.

CONSTRUCTION SUBTOTAL	\$ 579,960.00
10% CONTINGENCY	\$ 57,996.00
18% DESIGN ENGINEERING	\$ 104,392.80
TOTAL ESTIMATED DESIGN/BUILD CONTRACT	\$ 742,000.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-1668

A RESOLUTION AUTHORIZING ENTERING INTO A REVOLVING LOAN FUND (RLF) AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD):

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the

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Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Delaware County has been awarded CDBG funds from the Ohio Department of Development for use to finance eligible activities that may generate program income; and

WHEREAS, the Ohio Department of Development and Delaware County recognize the positive impact on community development initiatives when the use of program income is locally determined; and

WHEREAS, the Ohio Department of Development has permitted the establishment of Revolving Loan Funds within local political subdivisions such as Delaware County to meet the primary development goals of: 1.) Encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly, for low-and moderate-income persons in designated areas of the Revolving Loan Fund; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that existing RLF administering agencies throughout the State, such as Delaware County, enter into an RLF Administration Agreement to re-authorize their existing RLF programs for the period of January 1, 2006 through December 31, 2008.

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 authorize the President of the Board to enter into an RLF Administration Agreement with the Ohio Department of Development, in a form as follows as required by the State of Ohio, for the period of January 1, 2006 to December 31, 2008.

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

REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and **Delaware County Commissioners** located at **101 N. Sandusky St., Delaware, Ohio 43015** with F.T.I. Number: FTI **31-6400065** the "Grantee"), and shall be effective beginning **January 1, 2006** and **terminate December 31, 2008**.

BACKGROUND INFORMATION

WHEREAS, the Grantor through its Office of Housing and Community Partnerships ("OHCP") administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio;

WHEREAS, the Grantee has been determined to be an eligible recipient of CDBG funds;

WHEREAS, the Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate program income as defined herein;

WHEREAS, the Grantor has recognized the positive impact on community development initiatives when the use of program income is locally determined;

WHEREAS, the Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Revolving Loan Fund; and

WHEREAS, the Grantee has adopted Resolution (or Ordinance) # 05- on December 19, 2005, authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

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1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all Program Income, as defined herein, derived from CDBG Economic Development Program funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG Economic Development Program funds. Furthermore, the Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Grantee agrees to update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OHCP RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OHCP's RLF Policies and Procedures Manual and the Local RLF Plan.

3. Loan Approvals. Grantee shall submit to Grantor a Loan Review Report Form or Infrastructure Review Report Form for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the closing of the Grantee's local RLF economic development loan or infrastructure project.

4. Reporting Requirements. Grantee shall submit semi-annual RLF Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 semi-annual RLF Report of each year. Each RLF Report shall include information for both economic development and housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

5. Compliance with General CDBG Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

6. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

7. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required.

8. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

9. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

10. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OHCP RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OHCP RLF Policies and Procedures Manual.

11. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OHCP within fifteen days of any change in status of the designated administrative agent.

12. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 17f herein. At least sixty (60) days prior to the

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Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OHCP RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 10 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOT Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

15. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

16. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

18. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 19, 2005

1. In the case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In the case of the Grantee, to:

Delaware County
101 N. Sandusky St.
Delaware, Ohio 43015

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or sub granted by the Grantee without the prior express written consent of the Grantor.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1669

IN THE MATTER OF APPROVING THE GRANT REVISION REQUEST OF THE 2005 COMMUNITY
RECYCLING AND LITTER PREVENTION GRANT:

It was moved by Mr. Ward, seconded by Mr. Evans, to approve the grant revision request of the 2005 Community Recycling And Litter Prevention Grant.

(A copy of the grant is available for review at the Commissioner’s Office until no longer of administrative value).

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-1670

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

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

Supplemental Appropriation		Amount
10031303-5345	Sheriff Jail/Safety & Security	\$2,761.09

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1671

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

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

Transfer of Appropriation		Amount
From	To	
22411604-5001	22411602-5348	\$30,000.00

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 19, 2005

JFS Child Protection/Compensation			JFS PRC/Program Professional Services			
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 05-1672

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chad Antle has accepted the promotion to Assistant Director of Environmental Services; effective date December 19, 2005.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1673

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:30AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1674

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 10:08AM.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward