

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2006**

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

**10:30 AM Bid Opening Date And Time For The Project Known As Primmer Ditch Petition Project
"Top End" Only (50 Channing Street)**

PUBLIC COMMENT

Auditor, Todd Hanks, updated the Commissioners on the County's Procurement Card Program. Commissioner Ward does not like the program. Commissioner Evans feels some parts of the program need clarification.

Commissioner Ward announced that at 9:30am today's session would recess in order for the Commissioners to attend Delaware City's 9/11 memorial services.

(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 06-1156

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 7, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held September 7, 2006 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. 06-1157

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR098:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR098, and Purchase Orders and Vouchers as listed:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|---------------------------|------------------------------|-----------------------|---------------|
| PO's | | | |
| Pitney Bowes Credit Corp. | Postage for Delaware County | 10011105-5331 | \$ 10,000.00 |
| Increases | | | |
| Mcwherter Petroleum | Diesel Fuel | 10011106-5228 | \$ 15,000.00 |
| Christina Weymouth | Day Care | 22411610-5348 | \$ 5,000.00 |
| Treasure Chest | Day Care | 22411610-5348 | \$ 3,000.00 |
| Vouchers | | | |
| CEBCO | October 06 Premiums & Claims | 60211902-5370 | \$ 696,471.83 |
| Frye Trenching | Primmer Ditch Lower end | 40311411-5430 | \$ 16,216.49 |
| US Postal Service | Postal Services | 10011105-5331 | \$ 10,000.00 |
| Fox Run Hospital | Residential Treatment | 22511607-5342 | \$ 14,749.00 |
| Toddler Inn | Day Care | 22411610-5348 | \$ 10,188.61 |

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

RESOLUTION NO. 06 -1158

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Larry Fisher and John Tracy attend a Users' Group Conference 2006 for Mapping/DDTI at Darby Farms October 11, 12, 2006, at no cost.

The Child Support Enforcement Agency is requesting that Kelly Mills attend an Ohio CSEA Directors Committee Meeting in Worthington, Ohio October 3, 2006, at the cost of \$12.00.

The Engineer's Office is requesting that Ryan Mraz, Rob Riley and Doug Riedel attend an Ohio Transportation Engineering Conference in Columbus, Ohio October 24-25, 2006, at the cost of \$300.00.

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

RESOLUTION NO. 06-1159

IN THE MATTER OF CHANGING THE LOCATION OF THE MONDAY SEPTEMBER 18th, 2006, COMMISSIONERS' SESSION TO THE DELAWARE COUNTY FAIRGROUNDS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve changing the location of the Monday September 18th, 2006, Commissioners' Session to the Delaware County Fairgrounds.

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

RESOLUTION NO. 06-1160

IN THE MATTER OF CANCELING THE THURSDAY SEPTEMBER 21, 2006, COMMISSIONERS' SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve canceling the Thursday September 21, 2006, Commissioners' Session.

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

RESOLUTION NO. 06-1161

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the Treasurer's Report.

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

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

The Sheriff Withdrew His Request For A Supplemental Appropriation For 3 Additional Corrections Officers For The Jail To Meet State Requirements And It Will Be Addressed In His Budget For 2007.

RESOLUTION NO. 06-1162

IN THE MATTER OF APPROVING PLATS FOR GOLF VILLAGE NORTH SAWMILL PARKWAY EXTENSION AND ESTATES AT MEDALLION AND DITCH MAINTENANCE PETITION FOR GOLF VILLAGE NORTH COMMERCIAL:

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

Golf Village North Sawmill Parkway Extension

Situated In The Township Of Liberty, County Of Delaware, State Of Ohio And Being Part Of Section 2, Township 3, Range 19, United States Military Lands, Farm Lots 3, 25, 23, C, And 24 And Being Part Of A 116.398 Acre Tract Conveyed To Olentany Local School District Board Of Education By Official Record 104, Page 366, And Being Part Of A 75.000 Acres Tract And Part Of A 45.000 Acre Tract, Both Tracts Conveyed To Golf Village North, Llc By Official Record 585, Page 1041 In The Delaware County Recorder's Office, Delaware County, Ohio. No Cost.

Estates At Medallion

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Farm Lot 2, Quarter Township 4, Township 3, Range 17, United States Military Lands, Containing 7.680 Acres Of Land, More Or Less, Said 7.680 Acres Being All Of That Tract Of Land Conveyed To Romanelli And Hughes Building Company, By Deed Of Record In Official Record 572, Page 1720, Recorder's Office Delaware County, Ohio Cost \$33.00.

Ditch Maintenance Petition- Golf Village North Commercial

We the undersigned owners of 35.81 acres in Liberty Township, Delaware County, Ohio propose to create a Commercial development known as **Golf Village North Commercial** as evidenced by the attached plan (Exhibit "A" which is available at the County Engineer's Office). These plans has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this development 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

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Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each unit in the subject development 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 **Golf Village North Commercial** development.

The cost of the drainage improvements is \$250,279.26 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 commercial property. 35.8 acres of commercial development are created in these plans and each acre receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each acre is therefore, \$14,678.75 per acre. This total includes the \$8,267.93 of improvements made as part of the Kinsale Village condominium project, in which the Golf Village North Commercial project benefited. An annual maintenance fee equal to 2% of this basis \$293.57 will be collected for each acre. 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 \$10,509.81 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided in the attached easement descriptions available at the County Engineer's office.

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

RESOLUTION NO. 06-1163

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR ESTATES AT MEDALLION:

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

Estates at Medallion

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. The Engineer has, therefore, estimated the remaining construction costs to be **\$157,453** and two Letters of Credit totaling that amount are available to cover the bonding of this project.

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

RESOLUTION NO. 06-1164

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR OLD STATE ROAD AT ALUM CROSSING AND THE CHESHIRE WOODS SECTION 2-4 PRE-GRADE AGREEMENT:

It was moved by Mr. Evans, seconded by Mr. Jordan to release the maintenance bonds for Old State Road at Alum Crossing and the Cheshire Woods Section 2-4 Pre-grade Agreement:

Old State Road at Alum Crossing

In January, 2005, your Board entered into agreement with Rockford Homes for the above referenced project. This project has been completed to the satisfaction of this office, therefore the Engineer is requesting approval to release the Letter of Credit posted as surety back to Rockford Homes and that they be released from their responsibility to this project.

Cheshire Woods Section 2-4 Pre-grade Agreement

The work associated with the above referenced agreement has been completed to the satisfaction of this office. The Engineer is, therefore, requesting approval to release the Letter of Credit posted as surety for this work back to the developer, Cheshire Woods LLC. A letter authorizing release of this Letter of Credit is available for your approval.

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

RESOLUTION NO. 06 -1165

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

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

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| Permit # | Applicant | Location | Type of Work |
|----------|-------------------------|---------------------|------------------------------|
| U06085 | AT&T | Green Meadows Drive | Bore, place 4" duct |
| U06125 | American Electric Power | Green Meadows Drive | Relocate underground primary |
| U06126 | Columbus Fibernet | Green Meadows Drive | Relocate cable |
| U06129 | Embarq | Miller Paul Road | Place buried fiber |

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

RESOLUTION NO. 06-1166

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH DONN L. STIMMEL FOR THE LEWIS CENTER ROAD IMPROVEMENTS:

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

**THE BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY
CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

This Agreement, entered into on the below date by and between Donn L. Stimmel, Unmarried (if more than one, collectively) called the OWNER (and, if applicable, the undersigned spouse(s) of the seller(s), which hereby agree(s) to relinquish and release to the purchaser herein all right, interest and expectancy of dower in the hereinafter described real property); and the Board of County Commissioners of Delaware County, hereinafter called the PURCHASER.

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of Thirty Thousand Five Hundred Dollars (\$30,500.00) which total sum to be paid the Owner pursuant to this contract shall constitute the entire compensation for:
 - (A) The real property to be conveyed.
 - (B) For damages to any residual lands of the owner.
 - (C) For owner's covenants herein;
 - (D)
 - (E) and for any supplemental instruments necessary for transfer of title.

It is understood and agreed that the owner is responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date. Owner is also responsible for all future installments of special assessments levied and assessed against said real property, whether these special assessments have or have not been certified to the county auditor for collection provided those installments are a lien on said real property at the date of transfer. The Purchaser may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the Owner and any deficiency shall be the responsibility of the Owner.

2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this AGREEMENT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the real property in fee simple, or if otherwise specified, the rights or estate in the real property, as described in Exhibit A, attached hereto which is incorporated herein and made a part hereof as if fully rewritten herein, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
3. Owner further agrees to release to said purchaser, its successors and assigns, any and all abutters rights, including access rights, appurtenant to any remaining lands of the Owner of which the above described real property now forms a part, in, over, from and to the real property described in Exhibit A hereof. (This paragraph applies to limited access parcels only.)
4. Owner further agrees to execute supplemental instruments necessary for the construction and maintenance of said highway project, over, across, and upon the real property described in Exhibit A.
5. Owner further agrees to convey said real property as herein set forth, with release of dower, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning

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restrictions and public utility easements of record.

6. Owner further agrees to assist wherever possible to procure, record and deliver to the purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against said real property.
7. Owner also agrees that he will not change the existing character of the land. In the event of any damage, change, alteration or destruction occurs to said real property thereon, resulting from any cause whatsoever, prior to the date the possession is surrendered to the Purchaser, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement by the Owner, or to accept the purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Owner refuses to restore it to the condition it was in at the time of the execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this agreement by written notice to said Owner.
8. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this Agreement by the purchaser with said period, it shall constitute a valid and binding Agreement of Sale and Purchase.
9. Owner agrees that the Purchaser may designate an escrow agent who shall act in behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Owner by the Purchaser that Purchaser is ready to close.
10. Physical possession of vacant land shall be surrendered no later than the date payment is tendered.
11. This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.

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

RESOLUTION NO. 06-1167

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Carol Baddoo has accepted the IM Supervisor Position with the Department of Job and Family Services; effective date September 25, 2006.

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

RESOLUTION NO. 06-1168

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER SHELLY HEUSER:

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

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

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| Child Care Provider | Infants | Toddlers | Preschool | School |
|--|---------|--|--|--|
| Shelly Heuser 18327 Easton Road Marysville, Ohio 43040 | N/A | \$124.52 Full \$ 75.00 Part \$ 2.50 Hourly | \$118.78 Full \$ 75.00 Part \$ 2.50 Hourly | \$104.96 Full \$ 75.00 Part \$ 2.50 Hourly |

(A Copy of this contact is available in the Commissioners' Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Shelly Heuse 22411610-5348 \$ 6,000.00.

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

RESOLUTION NO. 06-1169

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS KINDERCARE LEARNING CENTER 96 NEVERLAND DR. AND DELAWARE CITY SCHOOL SACC:

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

Kindercare Learning Center 96 Neverland Dr.

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective July 10, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center 96 Neverland Dr. entered into on the 1st day of July 2005.

Article 4. Cost and Delivery of Purchased Services:

- (A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$250,000.00 to \$350,000.00

Delaware City School SACC

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective August 1, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware City School SACC entered into on the 1st day of July, 2005.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

- (1) Basic Rates:

Kindergarten SACC

| | <u>Full Time</u> | <u>Part Time</u> |
|--|--|--|
| 6:30 a.m. – 6 p.m. Siblings | \$93.00 69.75 | \$20.00 (per day up to \$71.99 per week) 15.00 (per day up to \$69.75 per week) |
| 6:30 a.m. – 12:30 p.m. or 11:45 a.m. – 6 p.m. Siblings | \$68.00 51.00 | \$15.00 (per day up to \$68.00 per week) 11.25 (per day up to \$51.00 per week) |
| 8:30 a.m. – 12:30 p.m. or 11:45 a.m. – 3:45 p.m. Siblings | \$53.00 39.75 | \$11.50 (per day up to \$71.99 per week) 8.63 (per day up to \$39.75 per week) |
| Non-school days (6:30-6pm) Siblings | \$20.00 per day up to \$93.00 per week \$20.00 per day up to \$69.75 per week | |

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Grades 1 through 6

| | | |
|----------------------------|------------|--|
| Before or After School | \$53.00 | \$11.50 (per day up to 53.00 per week) |
| Sibling | \$39.75 | \$8.63 (per day up to 39.75 per week) |
| Before and After School | \$68.00 | \$15.00 (per day up to 68.00 per week) |
| Sibling | \$51.00 | \$11.25 (per day up to 51.00 per week) |
| Non school days (6:30-6pm) | | \$20.00 per day up to \$93.00 per week |
| Sibling | | \$20.00 per day up to 69.75 per week |
| Vote on Motion | Mr. Ward | Aye |
| | Mr. Jordan | Aye |
| | Mr. Evans | Aye |

RESOLUTION NO. 06-1170

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE-UNION EDUCATION SERVICE CENTER FOR WIA/TANF-ELIGIBLE PARTICIPANTS IN THE SUMMER PROGRAM:

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

AGREEMENT

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, "Department"), the Delaware County Board of Commissioners (hereinafter, "County"), and Delaware-Union Education Service Center (hereinafter, "Delaware-Union Education Service Center")(collectively, the "Parties").

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the Parties.

WHEREAS, the County has accepted state funds and needs to provide services, or contract out for services, and Delaware-Union Education Service Center is willing to provide services, or contract out for services, and Delaware-Union Education Service Center is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the State of Ohio, or any agency, department, person or persons authorized to act on its behalf.

"Delaware-Union Education Service Center" means Delaware-Union Education Service Center

"County" means Delaware County Board of Commissioners

"Department" means the Delaware County Department of Job and Family Services (DJFS).

"Parties" means Delaware-Union Education Service Center, County and Department collectively

"Workforce Investment Act (WIA) enrolled participant" means an individual who is receiving assistance through the Workforce Investment Act Program administered in Delaware County by the Department.

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which Delaware-Union Education Service Center will provide a summer program in Delaware County for enrolled participants meeting required outcome performance standards.

Delaware-Union Education Service Center assures that WIA/TANF standards are met and provides services for WIA/TANF-eligible participants.

C. Obligations of Delaware-Union Education Service Center

Delaware-Union Education Service Center agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any

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additions, deletions or amendments thereto.

Delaware-Union Education Service Center shall not perform in any way inconsistent with the terms of this Agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET

A. Reimbursement

The Parties agree that reimbursement of all costs will be dependent upon Delaware-Union Education Service Center's performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made upon presentation of a proper request for reimbursement by Delaware-Union Education Service Center to the Department. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached.) The Parties understand that the Department, for purposes of reimbursement, only recognizes those expenses that have actually occurred. Thus, invoices must be submitted as a request for reimbursement of actual cash expenditures.

Delaware-Union Education Service Center shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

B. Maximum Compensation

Delaware-Union Education Service Center agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$87,021.00 or (2) the amount of cash expenditures made by Delaware-Union Education Service Center for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$87,021.00.

ARTICLE IV ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Delaware-Union Education Service Center shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by Delaware-Union Education Service Center to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

Delaware-Union Education Service Center, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Delaware-Union Education Service Center shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, Delaware-Union Education Service Center shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective as of July 1, 2006 or upon execution by the Department, whichever is later. The services of Delaware-Union Education Service Center are to commence immediately and all costs allowable under the contract shall be incurred and payable no later than, August 18, 2007.

ARTICLE VI BONDING AND INSURANCE

Delaware-Union Education Service Center shall present current certificates of insurance prior to

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commencement of this Agreement, and shall maintain during the term of this Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION

- A. Delaware-Union Education Service Center understands and agrees that it is an independent contractor.
- B. To the fullest extent of the law, Delaware-Union Education Service Center agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Delaware-Union Education Service Center's performance of this Agreement. Delaware-Union Education Service Center further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of Delaware-Union Education Service Center's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- C. Delaware-Union Education Service Center agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.
- D. Delaware-Union Education Service Center shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of Delaware-Union Education Service Center or any employee, agent or representative of Delaware-Union Education Service Center.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by Delaware-Union Education Service Center, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Agreement except for reduction unrelated to the provisions or purposes herein stated. Delaware-Union Education Service Center shall certify that any costs incurred pursuant to this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY

Delaware-Union Education Service Center agrees that, without permission of the Department, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Delaware-Union Education Service Center further agrees to maintain the confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

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ARTICLE X ASSURANCES AND CERTIFICATIONS

Delaware-Union Education Service Center assures and certifies that:

1. Delaware-Union Education Service Center possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of Delaware-Union Education Service Center's governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Delaware-Union Education Service Center to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, sexual orientation, political affiliation, age, belief, or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. Delaware-Union Education Service Center will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. Delaware-Union Education Service Center shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through Delaware-Union Education Service Center partnership with the Delaware County Job Network.
7. Delaware-Union Education Service Center recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Delaware-Union Education Service Center.
8. Delaware-Union Education Service Center recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. Delaware-Union Education Service Center will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
10. Delaware-Union Education Service Center will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit, on a timely basis, any other reports required by the State or Department.
11. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from WIA eligible participation will be reimbursed through this Agreement.
12. Delaware-Union Education Service Center will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Delaware-Union Education Service Center will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin in accordance with this section and federal law.
13. Delaware-Union Education Service Center will, in all solicitation or advertisements for employees placed by or on behalf of Delaware-Union Education Service Center, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin, in accordance with this section and federal law.

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14. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
15. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry.
16. Delaware-Union Education Service Center will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
17. Delaware-Union Education Service Center agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of Delaware-Union Education Service Center. If any participant objects to the religious character of the organization, Delaware-Union Education Service Center will immediately refer the individual to the Department for an alternative provider.
18. Neither Delaware-Union Education Service Center nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
19. Delaware-Union Education Service Center will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. Delaware-Union Education Service Center agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
21. Claims made to the Department for payment for services do not duplicate claims made by Delaware-Union Education Service Center to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
22. Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, Delaware-Union Education Service Center may be asked to return equipment and other fixed assets to the Department.
24. Delaware-Union Education Service Center shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Delaware-Union Education Service Center further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
25. Delaware-Union Education Service Center agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Delaware-Union Education Service Center further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

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26. Delaware-Union Education Service Center is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.
27. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
28. Delaware-Union Education Service Center will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
29. Delaware-Union Education Service Center will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
30. Delaware-Union Education Service Center is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.
31. Delaware-Union Education Service Center has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. Delaware-Union Education Service Center certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, Delaware-Union Education Service Center agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
33. Delaware-Union Education Service Center will comply with all other Federal, State or local laws not enumerated herein.

ARTICLE XI CONFLICT OF INTEREST

Delaware-Union Education Service Center covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or the County or projects or programs funded by either the County or the Department, has any personal financial interest, direct or indirect, in this Agreement. Delaware-Union Education Service Center further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by Delaware-Union Education Service Center. Any such interest, on the part of Delaware-Union Education Service Center or its employees, when known, must be disclosed in writing to the Department.

ARTICLE XII MODIFICATIONS

This Agreement may only be modified or amended in writing by and with the mutual consent and agreement of all the Parties hereto.

ARTICLE XIII TERMINATION

A. Termination for the Convenience of the Department

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to Delaware-Union Education Service Center. Delaware-Union Education Service Center shall be entitled to receive compensation

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for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of Delaware-Union Education Service Center

Delaware-Union Education Service Center may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. Delaware-Union Education Service Center shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract: Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Delaware-Union Education Service Center shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If Delaware-Union Education Service Center or the Department fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Department shall be authorized in writing and signed by an authorized Department representative.

D. Loss of Funding: It is understood by Delaware-Union Education Service Center that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the Department, Delaware-Union Education Service Center understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

Delaware-Union Education Service Center will indemnify and hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Agreement due to loss of State and/or Federal funds.

ARTICLE XIV Severability

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE XIII GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This Agreement includes the following appendices, which by this reference are hereby made a part of this Agreement:

| | |
|---------------------|--|
| Appendix I | Statement of Work to be Performed/Proposal |
| Appendix II | Budget |
| DMA Form (HLS 0038) | Government Business and Funding Contracts |

The abovementioned appendices and this Agreement instrument shall be considered as the binding document between parties herein mentioned.

This contract shall be effective as of July 1, 2006.

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(For period 07/01/06 to 06/30/07)

SUMMER PROGRAM DESIGN

Delaware- Union Education Service Center is requesting TANF funding for summer and after school programs at Woodward, Conger and Buckeye Valley East Elementary Schools. These programs will operate as a partnership between the Delaware- Union Education Service Center's 21st Century Community Learning Center program and the school district's SACC (School-Age Child Care) programs. These programs will be held at the following schools sites:

- *Buckeye Valley East Elementary School* (Buckeye Valley Local School District)
- *Buckeye Valley Middle School* (Buckeye Valley Local School District)
- *James Conger Elementary School* (Delaware City School District)
- *Laura Woodward Elementary School* (Delaware City School District)

These programs are licensed with Ohio Department of Education and operate according the rules and regulations for after school programs. According to Ohio Department of Education State Report Cards these three schools are in Continuous Improvement status. Statistics provided by the Free and Reduced School Lunch program indicate that 61% of students at Laura Woodward Elementary, 33% of students at James Conger Elementary, 30% of students at Buckeye Valley East Elementary and 15% of students at Buckeye Valley Middle School participated in the free and reduced lunch programs.

The summer program at Delaware City elementary schools will be open June 12 and close August 4, 2006. The summer programs at Buckeye Valley schools will be open June 7 and close August 18, 2006. All programs will operate Monday through Friday between the hours of 6:30 a.m. to 6:30 p.m. These programs will provide children with 60 minutes a day tutoring in reading and math with a qualified teacher designed to meet their individual academic need and planned enriched academic activities. Children will also participate in a variety of cultural education activities, health and nutrition programs, character education programs, and recreational activities. Field trips and special community events will also be planned. Breakfast, lunch and snacks will be provided by the program at Conger and Woodward. Breakfast and snacks will be provided by the programs at Buckeye Valley.

A family event will be planned at the end of the summer program. The theme of this event will be focused on the Search Institute's 40 Developmental Assets. These developmental assets are concrete, common sense, positive experiences and qualities essential to raising successful young people. These assets have the power during critical adolescent years to influence choices young people make and help them become caring, responsible adults. This event will also provide social/community networking opportunity for parents. A parent resource library will be also available at each program site. This library includes books and videos on different family and parenting issues.

To support an average child to staff ratio of 1 to 10 staff at each site staff, will include at least: tutors, site director and site assistants. Tutors will be certified teachers meeting the state qualifications for professional certification for elementary school. All other staff will qualify for and have educational paraprofessional licenses for educational assistants and/or meet the staffing requirements for staff under the Ohio Department of Education Rules for School-age Child Care programs.

Delaware-Union Educational Service Center and the participating school districts are committed to design a program that will positively impact our at risk students. Children enrolled in these programs will participate in a variety of planned activities designed to provide academic enrichment, specifically in math and reading, cultural education activities, health and nutrition programs, character education programs, and recreational activities. We believe this comprehensive program will address student academic, health, social and recreational needs and support low income families. These programs will deal with literacy issues, enhance long-term pro-social behaviors, and engender character formation to provide best possible approach in student asset building.

ELIGIBILITY

The current programs operate as a partnership between the Delaware- Union Education Service Center's 21st Century Community Learning Center program and the school district's SACC (School-Age Child Care) programs. Programs are currently supported by grant funds from the 21st Community Learning Center grant and revenue generated from parent fees and assistance from the ODJFS Child Care Assistance Program. There are many children would benefit from the program but currently do not or cannot participate because they cannot afford the program fees or do not qualify for assistance from the ODJFS Child Care Assistance Program.

We would utilize the funds from this grant to provide children with full or partial tuition assistance. All children who participate in the free or reduced lunch program will be identified and eligible to participate. Priority will be given to those children who participate in the free lunch program, who also demonstrate a need for academic intervention in reading and math and who do not qualify for the ODJFS Child Care Assistance Program. Children eligible to participate will be identified and recruited by principals and school guidance counselors.

Parents will be required to fill out an application requesting tuition assistance. (Please see attached document.) Verification of participation in the lunch program will be provided by the school district. Families who

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qualify for Child Care Assistance will be encouraged to apply for funding with ODJFS.

PROGRAM EVALUATION

The program is designed to provide targeted academic support in math and reading, provide enriched learning activities which include art, science, music, nutrition and health, and character education. The program will also provide families with engagement opportunities and resources that will support their needs.

The evaluation design measures how these programs indicators have been realized. An array of data provides information for the program evaluation. This data includes:

- Log sheets from the centers to determine the number and frequency of student attendance
- Criteria on each student identifying areas of academic need
- Academic assessments to measure academic growth in Math and Reading
- Satisfaction surveys directed to learning center participants (children and parents).

An academic profile on each targeted student is gathered when children are enrolled in the program. Tutors communicate with child’s teacher to assess the child’s academic needs. Attendance records are kept by SACC staff and tutors and submitted on a weekly basis. Satisfaction surveys will distributed to program participants at the end of the summer program.

APPENDIX II
Revised Proposed Budget
(For period 07/01/06 to 06/30/07)

PROPOSED BUDGET

Summer programs will operate as a partnership between the Delaware- Union Education Service Center’s 21st Century Community Learning Center program and the school district’s SACC (School-Age Child Care) programs. Programs are currently supported by grant funds from the 21st Community Learning Center grant and revenue generated from parent fees. TANF funds are being requested to provide full and partial tuition assistance for children who qualify to participate in the program based on current program fees.

DIRECT COST:

Funding is requested to support the participation of the following students in the following programs:

- 15 students at Buckeye Valley East Elementary School (Buckeye Valley Local School District) @ \$130.00 a week for 11 weeks = \$21,450.00
- 15 students at Buckeye Valley Middle School (Buckeye Valley Local School District) @ \$130.00 a week for 11 weeks \$ = \$21,450.00
- Transportation for Buckeye Valley Middle School Program (\$150.00 per week for 11 weeks = \$ 1650.00
- 10 students at James Conger Elementary School (Delaware City School District) @ \$108.00 a week for 8 weeks = \$8,640.00
- 30 students at Laura Woodward Elementary School (Delaware City School District) @ \$108.00 a week for 8 weeks = \$25,920.00

TOTAL DIRECT COST: \$79,110.00

INDIRECT COST:

Program Administration and Fiscal Management \$7,911.00

TOTAL BUDGET REQUEST: \$87,021.00

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

Delaware Union Education Service 22411601-5348 \$ 40,000.00.

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

RESOLUTION NO. 06-1171

IN THE MATTER OF APPROVING A GRANT RENEWAL APPLICATION FOR A WOMEN’S FUND OF CENTRAL OHIO GRANT FOR A M.O.M.S. PROGRAM FOR JUVENILE COURT:

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

Women’s Fund of Central Ohio Grant. A summary of the grant is as follows:

1. **Grant:** M.O.M.S. Grant
- Source:** Women’s Fund of Central Ohio
- Grant Period:** January 1, 2007 – December 31, 2007
- Grant:** \$9,925.75
- Match:** \$ 0.00

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Total Grant Amount: \$9,925.75

This grant will pay for MOMS program coordinator assistant position and necessary supplies for the project.

No general fund dollars are required for a match. All staff members paid from this grant are well aware that their positions are grant funded and contingent upon continued grant funding.

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

RESOLUTION NO. 06-1172

IN THE MATTER OF APPROVING MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) FOR THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT PROGRAM 2004(CHIP) EXTENSION FOR HOUSING REHABILITATION SPECIALIST, ADMINISTRATIVE, AND LEAD HAZARD CONSULTING SERVICES:

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

WHEREAS, the Ohio Department of Development (ODOD) awarded to Delaware County the Community Housing Improvement Program Grant (CHIP) 2004 in the amount of \$555,000, mandating that the program be completed by August 31, 2006; and

WHEREAS, Delaware County requested and was approved for an extension for the CHIP 2004 grant from the Ohio Department of Development, and

WHEREAS, Mid-Ohio Regional Planning Commission (MORPC), has submitted qualifications and a proposal to provide housing rehabilitation inspections, lead testing and clearance, and administrative consulting services to the County for extension of the CHIP 2004 grant program, and

WHEREAS, the term of the MORPC Agreement will be for the extension period of the CHIP 2004 Grant from September 1, 2006 to February 28, 2007, and in the amount not to exceed \$7,925.

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 determine that on the basis of price and experience and the proposal submitted, the Mid-Ohio Regional Planning Commission submitted the lowest and best bid to provide housing rehabilitation inspection, administrative, and lead testing and clearance consulting services for the CHIP 2004 grant program extension.

Section 2. That the Board of Commissioners authorizes to execute an agreement with Mid-Ohio Regional Planning Commission (MORPC) not to exceed \$7,925.

Section 3. That this Resolution shall take effect and be in force immediately after passage.

**AGREEMENT BETWEEN
THE COMMISSIONERS OF DELAWARE COUNTY
AND
THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC)
FOR
DELAWARE COUNTY 2004 CHIP EXTENSION**

THIS AGREEMENT, entered this 11th day of September 2006 by and between the Commissioners of Delaware County (herein called the "Grantee") and the Mid-Ohio Regional Planning Commission (herein called the "MORPC").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and,

WHEREAS, the Grantee wishes to engage MORPC to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Delaware County will be responsible for providing rehabilitation services for the following

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activities:

Private Rehabilitation

This activity will provide residential property inspections, lead-based paint risk assessments and clearances, preparations of specifications and construction management for two private owner rehabilitation units, 1 private owner rehabilitation unit consulting and inspections, and lead clearance, and construction supervision of two Habitat for Humanity units. All Ohio Housing and Community Partnerships program rules and regulations as outlined in the grant application will be adhered to, as well as all pertinent Housing Urban Development (HUD)-Community Development Block Grant (CDBG) regulations.

Rehabilitation services to be provided by MORPC are:

Lead risk assessment testing and lead specs, if applicable

Prepare rehabilitation specifications

Review specs with homeowner

Work with homeowner and Delaware County to select contractors for bidding lead jobs and rehabilitation jobs.

Conduct bidders' conference at housing unit

Attend pre-construction/contract closing with contractor and homeowner

Coordinate start of lead work with lead contractor

If lead, arrange for clearance wipes; send samples to approved lab for clearance approval

Notify Delaware staff when clearance has been achieved and unit is ready for occupancy.

Coordinate start of rehab work with rehab contractor

Approve change orders

Make up to five site inspections if lead and rehab contractors are working on the job or three inspections for a rehab only contractor

Perform final inspection and request final payment request. Arrange draws and payment requests for contractors with Delaware staff. Arrange for homeowner to sign completion certificate and contractors to sign all necessary lien waivers and forms as required by Delaware County staff.

Mediate disputes with homeowner and contractor under the direction of Delaware County staff.

Participate in monitoring visits with the State on reviewing properties related to this contract

The new construction management of the two Habitats for Humanity houses will include interim and final inspections, and construction oversight to ensure that the properties meet HOME and Residential Rehabilitation Standards (RRS) standards. Lead standards will not apply.

National Objectives

Delaware County certifies that the activities carried out with funds provided under this agreement will benefit low/moderate income persons, as defined in 24 CFR Part 570.208.

C.MORPC may not substitute work elements contained in this scope of services. If the objective of a particular work element cannot be accomplished, or an activity cannot be undertaken, then a new work element may be substituted, subject to prior written approval by the grantee.

II. TIME OF PERFORMANCE

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Services of MORPC shall start on September 1, 2006 and end on February 28, 2007.

III. BUDGET

See Attachment I - BUDGET

IV. PAYMENT

The Commissioners of Delaware County agree to pay MORPC for its services rendered under Clause I, Scope of Services. It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **\$7,925.00**. Invoices for the payment of eligible expenses shall be made against the line item budgets specified in Attachment I herein and in accordance with performance. Delaware County agrees to pay MORPC's invoices within 30 days of receipt thereof.

Payments may be contingent upon certification of MORPC's financial management system in accordance with the standards specified in 24 CFR Part 84.

All work must be completed (i.e., work finished by the end of the contract period).

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

| <u>Grantee</u> | <u>MORPC</u> |
|---|---|
| James D. Ward President Commissioners of Delaware County c/o Dottie Brown Economic Development Department Courthouse, 101 N. Sandusky St. Delaware, OH 43015-1732 Phone (740) 833-2100 Fax (740) 833-2099 | Kathy Werkmeister, Director, Housing Mid-Ohio Regional Planning Commission 285 East Main Street Columbus, OH 43215 Phone (614) 233-4180 Fax (614) 228-1904 |

VI. GENERAL COMPLIANCE

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. MORPC shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as MORPC is an independent MORPC.

B. Worker's Compensation

MORPC shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

C. Insurance & Bonding

MORPC shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

MORPC shall comply with the bonding and insurance requirements of 24 CFR Part 84, Bonding and Insurance.

D. Grantor Recognition

MORPC shall insure recognition of the role of the Commissioners of Delaware County in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source as required by Delaware County.

E. Amendments

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The Grantee or MORPC may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Commissioners of Delaware County. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or MORPC from its obligations under this Agreement.

The Grantee may, in its discretion and with 30 days prior notice to MORPC, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and MORPC.

F. Suspension or Termination

Termination for Convenience. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, clients files or other materials prepared by MORPC under this Agreement shall, at the option of the Grantee, become the property of the Grantee and MORPC shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Termination for Cause. The Grantee may also suspend or terminate this Agreement, in whole or in part, if MORPC materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare MORPC ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe MORPC is in noncompliance with any applicable rules or regulations, The Grantee may withhold up to fifteen (15) percent of said contract funds until such time as MORPC is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Reporting and Payment Procedures

1. Payment Procedures

MORPC will submit invoices monthly, for expenses made against the line item budget specified in Attachment I. Each invoice shall include a summary of current and cumulative actual costs compared with the budget.

All expenses must be:

- Directly related and necessary to the performance of services specified in Section I, the budget Attachment I and all other provisions of this agreement;
- Allowable costs in conformance with OMB Circular A-87, and 24 CFR Part 85;
- Reasonable in amount for the goods and services purchased;
- Actual net costs (i.e. the price paid minus any refunds, rebates, or other items of value received by MORPC which have the effect of reducing the cost actually incurred);
- Incurred after the beginning date under the Time of Performance, Section II; and
- Satisfactorily documented in accordance with generally accepted accounting principles and procedures approved or prescribed by HUD, and OHCP.

In the event that it is deemed necessary by the County, OHCP, HUD or the Comptroller General of the United States of America, or any authorized representative of said agencies or persons, to conduct any audit of records of MORPC, the County may withhold any payment until such an audit is conducted if improprieties are suspected.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

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A. Civil Rights

1. Compliance

MORPC agrees to comply with Ohio laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

MORPC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. MORPC will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. MORPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

MORPC agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. Delaware County shall provide MORPC with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

MORPC agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to MORPC to assist in the formulation of such program.

2. Access to Records

MORPC shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO/AA Statement

MORPC will, in all solicitations or advertisements for employees placed by or on behalf of MORPC, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

MORPC is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

MORPC shall not assign or transfer any interest in this contract without the prior

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written consent of the Grantee thereto; provided, however, that claims for money due or to become due to MORPC from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act

MORPC agrees that no funds provided, nor personnel employed under this contract, shall be any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Conflict of Interest

MORPC agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct, or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. MORPC further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by MORPC hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies, which are receiving funds under the CDBG Entitlement program.

4. Lobbying

MORPC hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that MORPC shall certify and disclose accordingly; and
- d. Lobbying Certification-Paragraph

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Religious Organization

MORPC agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 470.200(j).

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

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DELAWARE CHIP

September 1, 2006 to February 28, 2007

Attachment 1

SOURCES OF FUNDS:

| | |
|-------------------------------|-----------------|
| Delaware County | \$ 7,925 |
| TOTAL SOURCES OF FUNDS | \$ 7,925 |

USES OF FUNDS:

| | |
|----------------------------|-----------------|
| Personnel Costs | \$ 6,425 |
| Other Direct | \$ 500 |
| Lead Costs | <u>\$ 1,000</u> |
| Total Other Direct | \$ 1,500 |
| TOTAL USES OF FUNDS | \$ 7,925 |

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

RESOLUTION NO. 06-1173

RESOLUTION FOR PURCHASE OF A CONSERVATION EASEMENT FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF NATURAL AREAS AND PRESERVES:

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

WHEREAS; the Ohio Department of Natural Resources, Division of Natural Areas and Preserves Scenic River Group has required the Board of County Commissioners of Delaware County, Ohio to purchase a conservation easement in exchange for their approval of the Perry-Taggart Sanitary Sewer Improvements Tunnel C Open Cut plans and specifications., and

WHEREAS; the Department of Natural Resources has determined that a portion of the property owned by Donal and Sally Hollenback, 6761 Taggart Road, Delaware, Ohio is acceptable as conservation easement.

WHEREAS; the Department of Natural Resources has agreed that the purchase and recording of the conservation easement as detailed in Exhibit A fulfills the requirements for their approval of the Perry-Taggart Sanitary Sewer Improvement Tunnel C Open Cut plans and specifications.

Now, therefore, upon the motion of Commissioner Mr. Evans, seconded by Commissioner Mr. Jordan

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

That the Board of County Commissioners of Delaware County, Ohio, does hereby purchase the Conservation Easement as detailed in Exhibit A for a sum of \$100,000 from Donal and Sally Hollenback.

(Copy of Exhibit A available for review at the Sanitary Engineer Department until no longer of administrative value.)

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher to Donal and Sally Hollenback in the amount of \$100,000.00.

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

RESOLUTION NO. 06-1174

RESOLUTION FOR VACATION OF SANITARY SEWER EASEMENT:

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

WHEREAS; on June 16, 2005, Thornwood Development Co., LLC, an Ohio limited liability company, granted to the Board of County Commissioners of Delaware County, Ohio a Sanitary Sewer Easement on premises more fully depicted on Exhibit "A" attached hereto and incorporated herein, and;

WHEREAS, said Easement was subsequently filed for record in **Official Record Book 624, page 1763**, of the Delaware County, Ohio records, and;

WHEREAS; the previously recorded sanitary sewer easement contained an error that prevents the sanitary

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sewer from being fully included within the subject easement and the Delaware County Commissioners desire to release the aforesaid Easement and terminate same of record.

WHEREAS; the proposed sanitary sewer and accompanying easement would not be in accordance with the design and construction standards of the Regional sewer district,

WHEREAS: the developer of the sanitary sewer has asked that the previously recorded easement be vacated, and

WHEREAS the developer has provided the corrected easement to the Sanitary Engineer for recording

Now, therefore, upon the motion of Commissioner Mr. Jordan, seconded by Commissioner Mr. Evans

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

That the Board of County Commissioners of Delaware County, Ohio, hereby vacates, terminate, cancel and release the said Easement and the obligations and burdens contained therein the and instructs the Sanitary Engineer to record the corrected easement as soon as possible.

(Copy of easement available for review at the Sanitary Engineer Department until no longer of administrative value.)

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

RESOLUTION NO. 06-1175

IN THE MATTER OF ADOPTING A RESOLUTION TO REDUCE THE MILLAGE AT WHICH PROPERTY TAXES WILL BE COLLECTED IN DELAWARE COUNTY IN TAX YEAR 2006:

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Delaware County, Ohio has determined that it is appropriate to reduce the rate of property tax that the County presently levies for current expenses within the ten-mill limitation; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio desires to ensure that a property tax reduction for the citizens of Delaware County is not nullified by any other taxing unit levying the portion of the rate that the County does not levy; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio is authorized to reduce the rate at which property taxes are collected by the provisions of Ohio Revised Code §5705.313(A)(2); and

WHEREAS, the present millage rate for current expenses of the county is 1.8 mills and the number of mills not currently levied is 1.0 mill, as established by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, duly passed on July 27, 1998, approved at general election by the electors of Delaware County, Ohio on November 3, 1998 by a vote of 22,922 in favor and 12,004 against, and effective January 1, 1999; and

WHEREAS, the 1.0 mill reduction in the rate of property tax collected in Delaware County, Ohio, pursuant to Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, is effective for a period of ten years from January 1, 1999; and

WHEREAS, the sales and use taxes implemented by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio will generate revenue in excess of any reduction in the collection rate of the inside property tax millage authorized by this resolution and Resolution 98-598;

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

1. That the present 1.8 mill property tax levy for current expenses of the General Fund within the 10 mill limitation shall be reduced to 1.2 mills for the tax year 2006 in accordance with Ohio Revised Code §5705.313(A)(2).

2. That the 0.6 mill reduction in the collection rate of the inside property tax millage implemented by this resolution shall be effective in the calendar year 2007 only.

3. That the Board of County Commissioners of Delaware County, Ohio direct the County Administrator of Delaware County, Ohio to prepare a budget projection in year 2007 in order to determine the tax revenue for Delaware County.

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

Recess In Order For The Commissioners To Attend Delaware City’s 9/11 Memorial Services.

RESOLUTION NO. 06-1176

IN THE MATTER OF SELECTING DESIGN GROUP AS THE ARCHITECTURAL/ENGINEERING FIRM TO ASSIST THE COUNTY IN THE DESIGN OF A NEW COUNTY COURTHOUSE FOR DELAWARE COUNTY, OHIO:

It was moved by Mr. Evans, seconded by Mr. Jordan to select Design Group as the Architectural/Engineering Firm To Assist The County In The Design Of A New County Courthouse For Delaware County, Ohio.

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

RESOLUTION NO. 06-1177

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 10:50AM.

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

RESOLUTION NO. 06-1178

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 11:43AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward