

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 2, 2007

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

1:00 PM Prosecutor Session
7:30 PM Final Hearing For The Highland Lakes North Section 3 Subdivision Ditch Project

RESOLUTION NO. 07-370

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 PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 1:08 PM.

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

RESOLUTION NO. 07-371

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 2:20 PM.

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

PUBLIC COMMENT

RESOLUTION NO. 07-372

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 29, 2007 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward , seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 29 , 2007 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-373

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 042 :

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR 042 and Purchase Orders and Vouchers as listed below:

Vouchers
Otis Elevator Company 140 N. Sand./Building Contract 10011105-5325 \$ 14,591.44
Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07 -374

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Adult Court Services is requesting that Ed Werling attend an ASP Tactical Training at London, Ohio on May 22-24 at a cost of \$225.00

Adult Court Services is requesting that Ed Werling attend a Chemical Repellent Training at London, Ohio on May 14-15 at a cost of \$180.00

The Sheriff is requesting that Johnathan Evans, and Christopher McKinney attend the Corrections Academy in Huron County on April 2-28 at a cost of \$1,190.00

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The Sheriff is requesting that Maggie Wilbuirn and Judith Stricker attend the Corrections Academy at Huron County on April 2-28 at a cost of \$1190.00

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

RESOLUTION NO. 07-375

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR MANORS AT WILLOW BEND:

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

Ditch Maintenance Petition-Manors at Willow Bend

We the undersigned owners of 12.46 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Manors at Willow Bend as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

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

The cost of the drainage improvements is \$56,679.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 16 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 3,542.44 per lot. An annual maintenance fee equal to 2% of this basis \$ 70.85 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 1,133.60 has been paid to Delaware County.

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

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

RESOLUTION NO. 07-376

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR GLEN OAK SECTION 9 :

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

THIS AGREEMENT executed on this 2ND day of April, 2007, between **DOMINION HOMES**, as evidenced by the **GLEN OAK SECTION 9** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/16/06, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval

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of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **NINE THOUSAND FIVE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. 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**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the **SUBDIVIDER** 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**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

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

RESOLUTION NO. 07-377

IN THE MATTER OF APPROVING A CONTRACT WITH WD PARTNERS, INC FOR

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ENGINEERING SERVICES FOR THE ORANGE ROAD BRIDGE OVER THE OLENTANGY RIVER, DEL-TR-114-0.000 :

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

Section 1 – Parties to the Agreement
Agreement made and entered into this 26 day of March, 2007, by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and WE Partners, Inc., 7007 Discovery Boulevard, Dublin, Ohio 43017 (Consultant”).

Section 2 – Contract Administrator

The Delaware County Engineer is hereby designated as the administrator and agent of the County for performance of this contract.

Section 3 – Scope of Work

Consultant agrees to furnish, unto the County, professional design services including preparation of construction contract plans and related environmental and engineering services as specified in the Scope of Services, by this reference is made a part of this contract, for the project known as Orange Road Bridge over the Olentangy River, DEL-TR-114-0.00, Delaware County, Ohio. Consultant further agrees to perform said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer.

Section 4 – Compensation

The Consultant, for and in consideration of a lump sum fee amount not to exceed Six Hundred Forty One Thousand Eight Hundred Fourteen Dollars (\$641,814), being a base contract of Four Hundred ninety Four Thousand Six Hundred Twenty-Six Dollars (\$494,626) and if authorized tasks totaling One Hundred Forty Seven Thousand One Hundred Eighty Eight Dollars (\$147,188), based on a Fee Proposal, by this reference made a part of this contract.

Section 5 – Payment

Compensation shall be paid based on estimates, made no more than once per month, of the percentage of total work completed. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words “Invoice # --“ and shall be approved by the County. Consultant shall not commence any “if-authorized” task listed in the Fee Proposal until written authorization for such work is provided by the County.

Section 6 – Professional Liability Insurance

Consultant hereby agrees to acquire and maintain professional liability insurance for at least five(5) years after construction of the project is completed and accepted by the County Engineer or December 31, 2014, whichever comes first, against the Consultant’s negligent acts, errors, and omissions through a company licensed to do business in the State of Ohio for no less than One Million Dollars (\$1,000,000) liability, costs, expenses, judgments or decrees, resulting from any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

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

RESOLUTION NO. 07 -378

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

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

Permit #	Applicant	Location	Type of Work
U07036	Team Fishel	Green Meadows Drive	Provide single customer service
U07038	AT&T	Sawmill Parkway	Provide single customer service
U07041	SBC	Julian Way	Bore road

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

RESOLUTION NO. 07-379

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IN THE MATTER OF AUTHORIZING DELAWARE COUNTY TO ENTER INTO HOUSING REVOLVING LOAN FUND (RLF) AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD):

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

WHEREAS, the Ohio Department of Development through its Office of Housing and Community Partnerships (“OHCP”) administers the federal Community Development Block Grant (“CDBG”) Program and the HOME Investment Partnerships (HOME) Program for the State of Ohio; and,

WHEREAS, Delaware County has been determined to be an eligible recipient of CDBG and/or HOME funds; and,

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

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

WHEREAS, Delaware County has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary goals of: 1.) Improving the affordable housing stock and 2.) Providing for the affordable housing needs of low-and moderate-income persons of the Housing Revolving Loan Fund.

NOW THEREFORE, the Delaware County Commissioners adopt this Resolution and hereby execute this Agreement in consideration of the foregoing and mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective immediately.

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing 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 the **Delaware County Commissioners**, located at **101 N. Sandusky Street, Delaware, Ohio 43015** with F.T.I. Number: **31-6400065** the “Grantee”), and shall be effective for the period beginning **January 1, 2007** and ending **December 31, 2009**.

STATEMENT OF THE AGREEMENT

1. **Revolving Loan Fund Capitalization**. Grantee shall deposit any and all Housing Program Income, as defined herein, derived from CDBG Community Housing Improvement Program (CHIP) and HOME funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Housing 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 CHIP and/or HOME funds. Furthermore, the Housing 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 Housing Program Income 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 a Community Housing Improvement Strategy (CHIS) and a copy of the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. Grantee agrees to update its current CHIS and Local Policy and Procedures Manual according to the established five-year schedule and submit the revisions to the Grantor for approval. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor in the OHCP Housing Policies and Procedures Manual. The policy and procedures manual 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 policy and procedures manual must be submitted to Grantor for review. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OHCP’s Housing RLF Policies and Procedures Manual and the local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all of the Community Housing Improvement Program (CHIP) requirements, including those found in the Ohio Department of Development Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

3. **Reporting Requirements**. Grantee shall submit Housing Semi-Annual Program Income Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 Housing Semi-Annual Program Income Report of each year. The Housing Semi-Annual Program Income Report shall include information for 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.

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4. Compliance with General CDBG and HOME 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).

5. 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.

6. 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 HOME program labor provisions and apply the federal Davis Bacon Labor Standards where required.

7. 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.

8. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of the provision of a housing related direct benefit 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 or HOME National Objective. Written approval from Grantor must be received prior to the local jurisdiction issuing approval for the project.

9. 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 Housing RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OHCP Housing 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 Housing RLF Policies and Procedures Manual and the local Policy and Procedures Manual.

10. 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 15 days of any change in status of the designated administrative agent.

11. 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 18f herein. At least sixty (60) days prior to the 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 Housing Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG or HOME Closeout Agreement or recapture the RLF Funds.

12. 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 Housing 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 9 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.

13. 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.

14. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant

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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.

15. 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.

16. 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.

17. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must comply with Ohio Revised Code Section 2909.33 by providing Grantor a completed certification attesting that it does not provide material assistance to any organization on the U.S. Department of State exclusion list.

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.

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 Commissioners
101 N. Sandusky Street
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, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

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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 subgranted by the Grantee without the prior express written consent of the Grantor.

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

RESOLUTION NO. 07-380

IN THE MATTER OF APPROVING AN AMENDMENT TO A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DEPARTMENT OF JOB AND FAMILY SERVICES AND ECKERD:

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

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective February 28, 2007, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Eckerd Youth Alternatives, entered into on the first day of July, 2006.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$75,000.00 to \$130,000.00.

Delaware County Department of Job and
Family Services

Eckerd Youth Alternatives

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

RESOLUTION NO. 07-381

IN THE MATTER OF APPROVING AN AMENDMENT TO A CONTRACT WITH JOBS FOR OHIO GRADUATES:

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

AMENDMENT TO CONTRACT
With
Jobs for Ohio Graduates (JOG)

AMENDMENT NO. 1

This Amendment, effective April 2, 2007, is to amend the Contract between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and JOG, entered into on the first day of November 2006 and incorporates the Delaware County TANF Proposal, Responding to the Challenge of Adolescent Pregnancy Prevention into the Contract.

- II. Article III, B. Maximum Compensation: Changes the amount reimbursable under the contract from \$118,302.32 to \$198,002.32.

**Delaware County TANF Proposal
Responding to the Challenge of Adolescent Pregnancy Prevention**

Statement of Need: Delaware County needs to expand and enhance pregnancy prevention and services to teen parents.

The United States continues to have highest rates of teen pregnancy, birth, and abortion than other industrialized nation. Delaware County has experienced a decline in teen pregnancy rates until 2006-2007

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where a sudden increase has occurred. Most teenage mothers come from socially and/or economically disadvantaged backgrounds and adolescent motherhood often compounds this disadvantage. Factors linked to teenage pregnancy are complex and range from poverty, school failure, and behavioral problems to family distress and restricted access to health services. Preventing these pregnancies therefore is no easy task.

The Delaware County Community would like to address pregnancy prevention in a balanced and realistic manner. Community programs that currently work with teens in Delaware County include but are not limited to: MOMS, ESC, Teen Start, Healthy Start, Help Me Grow, WIC, GRADS, STRIVE, Graduate Recovery, JOG, GOALS, OSU extension has curriculum for parenting classes, TAPP, Free Store and People in Need. A committee was formed that would like to offer a multi-prong focus that expands and enhances current programming within the county. Collaborating partners include adolescents, parents, teachers, administrators, religious leaders, business leaders, health care providers, juvenile justice, social services, youth services, news medial and the Delaware County Youth Council.

Purpose of Expansion & Enhancing of Existing Services:

(A) Promote effective communication about preventing teen pregnancy, particularly communication among parents or guardians and their children, service agencies, schools, etc...

(B) Educate community members about the consequences of teen pregnancy and how to best connect teens to community services.

(C) Assess the effectiveness and quality of existing Programs and build upon existing foundation in Delaware County.

(D) Provide educational information, including medically accurate information, for teen parents

The following pregnancy prevention and parenting education programs would like to be offered from April 1, 2007 – June 30, 2007.

- Enhance GRADS Spring Program by providing resources to May education day for teen parents and their children at the Columbus Zoo
- Pregnancy prevention services through TEEN START providing experiential learning activities, gender specific group sessions, mentoring and cultural exposure field trip for at-risk teens
- Expand the MOMS program to offer a day program at the Delaware Area Career Center.
- Provide a prevention training for educators and service providers in mid-June that includes materials
- Host a Round Table event with the community with agencies and service providers on hand to discuss services available within Delaware County.
- For youth a walking field trip would follow the community round table event that would be a walking field trip to the organizations so that teen parents are more familiar with where service providers are located. The walking tour would encompass the following JFS, Child Support, Health Start, Health Department, Free Store and PIN. Each youth that participates will receive a backpack that will be filled at each stop with tools necessary for parenting
- Expansion of ESC at-risk youth services beyond traditional school services to encompass a 10 day youth prevention program that offers a 10 day youth camp for two separate age groups. Focused on the building of character, life skills development for emotional and social well-being with the ultimate goal of preventing pregnancy and increasing post-secondary success.

Community partners will meet again over the course of the three months to finalize and plan all details of the expanded services. Teen parents will be an integral portion that plans the round-table event and community walking tour.

Program Timeline:

The activities will be available through the Jobs for Ohio’s Graduates Program on April 1, 2007 through June 30, 2007. The local agency will act as the fiscal agent for the grant and reimburse local providers.

Expected Outcomes:

Youth will increase their knowledge of community resources. Youth will be pre & post tested. Youth will show a 50% increase in knowledge. Increased school attendance, reduction in Delaware County Teen Pregnancy rates, reduction of court involvement, reduction of suspension and expulsion.

Service or Activity	Participation	Outcomes
Juvenile Court	8-10	<ul style="list-style-type: none">• Increase knowledge
MOMs – in the day		<ul style="list-style-type: none">• Mentorship
National Day to Prevent Teen Pregnancy	Countywide	<ul style="list-style-type: none">• Proper Nutrition

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		<ul style="list-style-type: none">• Knowledge of pregnancy prevention – to prevent additional births• Increased Communication• Increase Awareness & Education
Jobs for Ohio’s Graduates	40+	<ul style="list-style-type: none">• Youth prevention summer activities• Enhance self-sufficiency and ability to live independently
TEEN START	8-10	<ul style="list-style-type: none">• Increased knowledge through education and hands on experience• Reduce recidivism• Enhance self-sufficiency and ability to live independently
GRADS	40+	<ul style="list-style-type: none">• Educational Program with children• Experiential Learning
Prevention Training for providers	50+	<ul style="list-style-type: none">• Increased knowledge• Build a strong foundation within the community• Link pregnancy prevention to youth development
Round Table Event	40+	<ul style="list-style-type: none">• Increase knowledge• Increase awareness among youth and adults of what is available within the community• Link pregnancy prevention to youth development
Graduate Recovery	8-10	<ul style="list-style-type: none">• Nutritional Awareness
ESC	60-80	<ul style="list-style-type: none">• Increased social awareness• Reduction of at-risk youth behaviors• Youth will be engaged in appropriate activities during out-of-school hours thus reducing pregnancy

Proposed Budget:

Category	Basis	Total
Juvenile Court	Materials, food, supplies, marketing materials, stipends, parenting supplies, copying	\$2,500
JOG <ul style="list-style-type: none">1. Prevention Training for Providers2. Round-Table Event for Youth3. Walking Community Tour with backpack filled with tools4. Prevention training field trip for youth in June	<p>June prevention training & fieldtrip for JOG youth, stipends, trainer, materials, fieldtrip costs, backpack, parenting supplies, notebooks, transportation of youth</p> <p>Approximate Cost of Supplies:</p> <p>Materials will include 40 sets of Pregnancy Prevention Text – 4 Book series total cost approx. \$5600</p> <p>Presenter with Curriculum for Training \$1,200</p> <p>Flip Chart Easels & Pads for Multiple Events – \$1,200</p> <p>Supplies for youth – backpacks, tools, books \$600</p> <p>Incentives for Youth - \$3,000 to include money, diapers, soap, baby wipes, gift certificates, award for prevention poster, etc...</p> <p>Food for all events - \$1,500</p> <p>Field Trip/Transportation - \$1,900</p> <p>* Several items are budgeted high but trainings will incorporate many other additional costs such as mailings, paper, notebooks, marketing materials, etc...</p>	\$15,000
TEEN START	Coordinator Stipend, Youth Stipend, supplies, food, printing, transportation/travel, facility rental, parenting workshop	\$5,000
GRADS	Pregnancy Prevention materials for GRADS instructors, prevention pamphlets, Zoo education field trip	\$2,200

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ESC	Youth camp, materials, stipends, food, supplies, insurance	\$55,000
		Total Cost - \$79,700.00

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

RESOLUTION NO. 07-382

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Shelly Douce has resigned her position as Social Worker III with Children’s Services

Daniel Benton has accepted the position of Income Maintenance Worker III

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

RESOLUTION NO. 07-383

IN THE MATTER OF APPROVING A PERSONNEL ACTION:

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

Ryan Jasper has resigned his position as a full time Medic with EMS. He is requesting to remain in a part-time capacity

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

RESOLUTION NO. 07-384

7:30 PM FINAL HEARING FOR THE HIGHLAND LAKES NORTH SECTION 3 SUBDIVISION DITCH PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the Hearing at 7:35 PM.

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

RESOLUTION NO. 07- 385

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE HIGHLAND LAKES NORTH SECTION 3 SUBDIVISION DITCH PROJECT:

It was moved by Mr. Jordan, seconded by Mr. Ward to close the Hearing at 7:52 PM.

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

RESOLUTION NO. 07-386

IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE ASSESSMENTS FOR THE HIGHLAND LAKES NORTH SECTION 3 SUBDIVISION DITCH PROJECT:

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

In the matter of the Highland Lakes North Section 3 Subdivision Ditch petition filed by Real Property Management and signed by members of the Highland Lakes North Section 3 Subdivision on June 7, 2006.

WHEREAS, this being the day fixed by said Board in the order dated the 2nd day of April 2007, for the final hearing on the Reports and on the assessments, of the County Engineer, for the Highland Lakes North Section 3 subdivision to be placed on maintenance.

WHEREAS, The Board finds that due and legal notice of this final hearing has been given as required by law; and

WHEREAS, The Board has heard all the evidence offered in the proceedings and received and considered the

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assessments filed by the County Engineer:

THEREFORE BE IT RESOLVED, that the Board herby approves the assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments.

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

Letha George, Clerk to the Commissioners