

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 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

PUBLIC COMMENT

DELAWARE COUNTY GENERAL HEALTH DISTRICT

RESOLUTION NO. 07-1131

DECLARING SEPTEMBER AS FOOD SAFETY EDUCATION MONTH:

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

Food Safety Education Month

Whereas foodborne illness is usually preventable, yet it still afflicts Americans an estimated 76 million times each year;

And Whereas foodborne illnesses pose the greatest risks for older adults, pregnant women, young children, and persons with weakened immune systems, and can cause lengthy illnesses, hospitalization, and even death;

And Whereas foodborne illness is most often caused by harmful bacteria such as Salmonella, Shigella, and E. coli;

And Whereas these harmful bacteria can survive and grow very rapidly in kitchens and in food unless proper food handling, cleaning, and storage techniques are followed;

And Whereas the Partnership for Food Safety has summarized these proper food handling techniques in four words: Clean, Separate, Cook, and Chill.

- Food preparers need to wash their hands often, and kitchen surfaces, and cooking utensils always need to be kept clean.
- Juices of raw meats often contain harmful bacteria, and must be kept separate from other foods.
- Foods must be cooked to certain internal temperatures, usually 145 to 165 degrees, to kill bacteria. Check on the proper cooking temperature for the food you are cooking, and use a food thermometer to make sure the food reaches that temperature.
- Foods need to be chilled to 41 degrees or colder to slow the growth of harmful bacteria.

And Whereas the Delaware General Health District's Food Protection and Public Safety Unit works behind the scenes every day in restaurants, grocery stores, and other food establishments to protect Delaware County's residents from foodborne illnesses;

And Whereas, the Partnership for Food Safety has designated September 2007 as Food Safety Education Month with the theme, "Foodborne Pathogens: Your Family's Health is In Your Hands."

Now therefore, the Delaware County Board of Commissioners joins the Delaware General Health District in declaring September as Food Safety Education Month in Delaware County and encourages all citizens to protect themselves from foodborne illnesses by always following proper food handling, cleaning, and storage techniques and by washing your hands regularly.

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

SHERIFF DAVIS, PRESENTATION

- 1) The Sheriff is requesting 3 additional Detectives. Prosecutor Yost voiced his support for more Detectives.
- 2) The Sheriff is requesting to have additional security for the Sheriff's Offices at 149 North Sandusky.
- 3) The Sheriff is requesting to finish the seconded floor of Jail.

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

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RESOLUTION NO. 07-1132

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 13, 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 September 13, 2007 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. 07-1133

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0914 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0914:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0914, memo transfers in batch numbers MTAPR0914 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Horton Emergency Co.	2007 Ford 553-Ambulance	10011303-5450	\$ 126,908.57
Siemens Water Technologies	Bioxide Odor Control	66290407-5290	\$ 25,000.00
Lee Kitts	Day Care	22411610-5348	\$ 10,000.00
Decreases			
Jobs for Ohio's Grads (line 1)	TANF Dollars	22411601-5348	\$ 15,628.69
Increases			
Delaware Cab	Client Travel	22411601-5355	\$ 5,000.00
Delaware Cab	Client Travel	22511607-5355	\$ 5,000.00
Jobs for Ohio's Grads (line 2)	TANF Dollars	22411601-5348	\$ 15,628.69
HP Products Corp.	Office Supplies	10011303-5222	\$ 5,000.00
Samantha Ortiz	Child Care	22411610-5348	\$ 5,000.00
Kindercare Worthington Wood	Child Care	22411610-5348	\$ 10,000.00
Kindercare Worthington Wood	Child Care	22411610-5348	\$ 5,000.00
Kindercare Sawmill	Child Care	22411610-5348	\$ 2,500.00
Childrens Discovery Place	Child Care	22411610-5348	\$ 5,000.00
Leah Blake	Child Care	22411610-5348	\$ 5,000.00
Patricia Jones	Child Care	22411610-5348	\$ 5,000.00
Enchanted Care Gooding	Child Care	22411610-5348	\$ 4,900.00
PRC Rent	TANF Dollars	22411602-5348	\$ 5,000.00
Vouchers			
Bound Tree Medical	Medical Supplies for EMS	10011303-5243	\$ 8,963.75
BP Products	Fuel Equip/Alum Creek & OECC	65211919-5228	\$ 12,559.93
T & J Junior Academy	Day Care	22411610-5348	\$ 6,361.00
La Petite Academy E. Walnut	Day Care	22411610-5348	\$ 5,671.85
Toddler Inn	Day Care	22411610-5348	\$ 10,133.85
2081 Rt. 23 Company LTD	Oct. Building Rental	10011105-5335	\$ 7,700.00
Ben Bro Enterprises	Oct Land/Bldg Rental N. Sand.	10011105-5335	\$ 18,310.32

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

RESOLUTION NO. 07 -1134

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Faith Walzak and Pat Martin attend a Trauma and Mediation Training at the Ohio Supreme Court October 10, 2007, at no cost.

Juvenile Court is requesting that Stephanie Diaz attend a Sex Offender Management Training in Columbus, Ohio November 8-9, 2007, at no cost.

The Sheriff's Office is requesting that Kevin Savage, Scott Vance and Mindy Witt attend a Performance Improvement Training at the Dublin Police Department; November 6, 2007, at the cost of \$315.00

The Code Compliance Department is requesting that Bill Johnson attend an Ohio Manufactured Homes

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Seminar in Reynoldsburg, Ohio October 2-3, 2007, at the cost of \$175.00.

The Code Compliance Department is requesting that Dan Lemke and Duane Matlack attend an Ohio Manufactured Homes Seminar in Reynoldsburg, Ohio October 6-7, 2007, at the cost of \$350.00.

The Auditor’s Office is requesting that Merrill Sheets and Paul Howard attend a Fall Weights and Measures Training School in Columbus, Ohio October 23-25, 2007, at the cost of \$272.00.

The EMS Department is requesting that EMS Paramedics attend an EMS Training Conference at the Hayes Building November 26-27, 2007, at the cost of \$400.00.

The Engineer’s Office is requesting that Ron Ford and Clint Matlack attend a Snow Conference in Columbus, Ohio August 30, 2007, at the cost of \$15.00.

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

RESOLUTION NO. 07-1135

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Jordan, seconded by Mr. Ward 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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1136

IN THE MATTER OF APPROVING PLAT FOR VINMAR FARMS AND DITCH MAINTENANCE PETITION FOR SHEFFIELD PARK SECTION 3:

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

Vinmar Farms

Situated In The State Of Ohio, County Of Delaware, Genoa Township, And In Farm Lot 6 (4.575 Acres) And Farm Lot 7 (11.894 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 16.469 Acres Of Land, More Or Less, 16.469 Acres Being The Remainder Of That Tract Of Land Conveyed To Dominion Homes, Inc. By Deed Of Record In Official Record 434, Page 1044, Recorder’s Office, Delaware County, Ohio. Cost \$69.00.

Ditch Maintenance Petition- Sheffield Park Section 3

We the undersigned owners of 89.126 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Sheffield Park Section 3** as evidenced by the attached subdivision plats (Exhibit “A” which is available at the County Engineer’s Office). The Subdivision has been separated into two phases, A and B. Phase A (43.695 acres) is comprised of roadway and drainage improvements only and has no lots. The plat for phase A has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Phase B (45.431 acres) has been divided into 3 parts (1,2, and 3) and each will consist of 20, 27 and 29 lots respectively. Phase B has not been constructed at this time, thus the plat for this phase has not been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to Phase A 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). The Schedule of construction for phase B is addressed within the Subdivider’s Agreement. In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements existing and future, as delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Sheffield Park Section 3** Subdivision.

The cost of the drainage improvements for **Sheffield Park Section 3 phases A & B** is \$526,055.00 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. However, since Section 3 phase A does not have any associated lots, the assessment was calculated using 2% of the phase A total cost. 76 lots are created in Phase B plats and each lot receives an equal share of the benefit (cost) of the project. The

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basis for calculating the assessment for Section 3, phase B, Parts 1,2, and 3 is therefore, \$6,921.78 per lot. An annual maintenance fee equal to 2% of this basis \$138.44 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 Section 3, Phase A in the amount of \$4,929.30 has been paid to Delaware County.

The cost breakdown for Phase B, Parts 1,2, and 3 is detailed below:

<u>Phase, Part</u>	<u>#lot</u>	<u>First Year Assessments</u>
Section 3 Phase B, Part 1	20	\$2,768.80
Section 3 Phase B, Part 2	27	\$3,737.88
Section 3 Phase B, Part 3	29	\$4,014.76

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

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

RESOLUTION NO. 07-1137

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR VINMAR FARMS SECTION 3, PHASE B:

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

Vinmar Farms Section 3, Phase B

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$30,500** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

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

RESOLUTION NO. 07 -1138

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

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

Permit #	Applicant	Location	Type of Work
U07128	American Electric Power	Walker Wood Boulevard	Push bore road

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

RESOLUTION NO. 07 -1139

SETTING BID OPENING DATE AND TIME FOR THE NORTH OLD STATE ROAD OVER LEATHERWOOD RUN BRIDGE REPLACEMENT PROJECT:

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

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 AM, Tuesday, October 9, 2007.**

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “Sealed Bid For North Old State Road over Leatherwood Run Bridge Replacement”. Bids shall be accompanied by a Bid Bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications are on file at:

**Delaware County Engineer’s Office
50 Channing Street**

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Delaware, Ohio 43015

Cost for each set of plans & specifications is \$30 and the cost is not-refundable.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

PROJECT EXECUTIVE SUMMARY

Project Name: DEL-CR10-15.11 – North Old State Road over Leatherwood Run Bridge Replacement

Project Engineer: Brian Dilley, Delaware County Engineer’s Office

Scope of Work: Replacement of a 36-foot span steel pony-truss bridge located on North Old State Road about ¼ mile north of Leonardsburg Road. Existing bridge was built around 1930 and is structurally deficient. Existing bridge’s general appraisal is 2 (out of 9) and has a sufficiency rating of 21.1 (out of 100). Posted weight limit of 17 tons.

About 500 feet of approach roadway reconstruction including pavement and shoulder widening and installation of guardrail will be done. Replacement structure is a 32-foot span precast reinforced concrete arch culvert.

Construction Contract Estimate: \$479,600

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

RESOLUTION NO. 07-1140

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

Equipment Trade-In

The Delaware County Engineer’s Office currently has a 1996 Bandit 150XP Wood Chipper, Serial Number 10097, that is not equipped to meet our current needs. The Engineering Staff has located a wood chipper from Southeastern Equipment Company that is equipped as needed. Southeastern has agreed to give us \$6,495 for the trade-in of the Bandit Wood Chipper towards the purchase of the new wood chipper. The Engineer therefore, request approval to dispose of the 1996 Bandit 150XP Wood Chipper by trading it in on the new 150XP Wood Chipper.

WHEREAS, Delaware County has personal property not needed for public use, or are obsolete or unfit for the use for which they were acquired;

Office/Dept.	Delaware County Engineer’s Office		
Asset Tag #	Item Description	Serial #	
306 000471	Bandit Wood Chipper	10097	

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

RESOLUTION NO. 07-1141

IN THE MATTER OF APPROVING A CONTRACT WITH MARCIA A. RUSH FOR RIGHT OF WAY ACQUISITION FOR THE HOME ROAD GRADE SEPARATION PROJECT:

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

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITH OUT BUILDING(S)
PARCELS: 29 WDV
DEL-CR 124-4.1 1**

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This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, [hereinafter "Purchaser"] and Marcia A. Rush, widowed and not remarried, and Marcia A. Rush, Trustee of the Mark A. Rush Bypass Trust Dated June 26, 1996 [hereinafter "Seller"]; "Seller" includes all of the foregoing named persons or entities.

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$26,882.00 which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold And Deed To Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles, and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit A, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

7. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the

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subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. Offer to Sell

if Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Contract For Sale And Purchase Of Real Property that is binding upon all parties hereto.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the parties may agree, but no later than ten (10) days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the parties hereto executes this Agreement.

11. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser, and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either party.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

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

RESOLUTION NO. 07-1142

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH BERLIN TOWNSHIP AND DELAWARE COUNTY FOR THE MILL & FILL ROAD IMPROVEMENTS FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
BERLIN TOWNSHIP & DELAWARE COUNTY
MILL & FILL ROAD IMPROVEMENTS**

BERLIN TOWNSHIP RESOLUTION NUMBER _____ DATE

DELAWARE COUNTY RESOLUTION NUMBER 07-1142 ____9/17/07 DATE

Berlin Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Mill & Fill Road Improvements

Berlin Township will provide funds totaling 14 % of the cost of the Mill & Fill Road Improvements Project.. Such funds will come from the general and/or road and bridge fund

Delaware County through the County Engineer will provide funds totaling 12 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

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

Berlin Township agrees to pay its \$111,254 of the cost as invoices are due.

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

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

RESOLUTION NO. 07-1143

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH PORTER TOWNSHIP AND DELAWARE COUNTY FOR THE 08 PORTER TOWNSHIP ROAD IMPROVEMENT PROJECT FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
PORTER TOWNSHIP & DELAWARE COUNTY
08 PORTER TOWNSHIP ROAD IMPROVEMENT PROJECT**

PORTER TOWNSHIP RESOLUTION NUMBER _____ DATE

DELAWARE COUNTY RESOLUTION NUMBER 07-1143 __09/17/07 DATE

Porter Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the 08 Porter Township Road Improvement Project

Porter Township will provide funds totaling 17 % of the cost of the Mill & Fill Road Improvements Project.. Such funds will come from the road and bridge fund

Delaware County through the County Engineer will provide funds totaling 17 % of the cost of the project named. Such funds will come from the Gasoline and Motor Tax Fund.

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

Porter Township agrees to pay its \$47,480 of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its \$47,480 of the cost towards the construction and inspection services.

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

RESOLUTION NO. 07-1144

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH ORANGE TOWNSHIP AND DELAWARE COUNTY THE 08 ORANGE TOWNSHIP ROAD IMPROVEMENT PROJECT FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
ORANGE TOWNSHIP & DELAWARE COUNTY
08 ORANGE TOWNSHIP ROAD IMPROVEMENT PROJECT**

ORANGE TOWNSHIP RESOLUTION NUMBER _____ DATE

DELAWARE COUNTY RESOLUTION NUMBER 07-1144 ___09/17/07 DATE

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

Orange Township will provide funds totaling 10 % of the cost of the Mill & Fill Road Improvements Project.. Such funds will come from the road and bridge fund

Delaware County through the County Engineer will provide funds totaling 10 % of the cost of the project named. Such funds will come from the Gasoline and Motor Tax Fund.

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

Orange Township agrees to pay its \$10,681 of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its \$10,681 of the cost towards the construction and inspection services.

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

RESOLUTION NO. 07-1145

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH HARLEM TOWNSHIP AND DELAWARE COUNTY FOR THE 08 HARLEM TOWNSHIP ROAD IMPROVEMENT PROJECT FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

**“COOPERATION AGREEMENT”
HARLEM TOWNSHIP & DELAWARE COUNTY
08 HARLEM TOWNSHIP ROAD IMPROVEMENT PROJECT**

HARLEM TOWNSHIP RESOLUTION NUMBER _____ DATE

DELAWARE COUNTY RESOLUTION NUMBER 07-1145 _____ 09/17/07 DATE

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

Harlem Township will provide funds totaling 14 % of the cost of the Harlem Township Road Improvement Project.. Such funds will come from the general and/or road and bridge fund.

Delaware County through the County Engineer will provide funds totaling 13 % of the cost of the project named. Such funds will come from the Gasoline and Motor Tax Fund.

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

Harlem Township agrees to pay its \$11,840 of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its \$11,840 of the cost towards the construction and inspection services.

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

RESOLUTION NO. 07-1146

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH DELAWARE TOWNSHIP, LIBERTY TOWNSHIP, CONCORD TOWNSHIP AND DELAWARE COUNTY FOR THE BUNTY STATION ROAD RECLAMATION PROJECT FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

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**“COOPERATION AGREEMENT
DELAWARE TOWNSHIP, LIBERTY TOWNSHIP, CONCORD TOWNSHIP & DELAWARE COUNTY
BUNTY STATION ROAD PAVEMENT RECLAMATION PROJECT**

DELAWARE TOWNSHIP RESOLUTION NUMBER _____ DATE
LIBERTY TOWNSHIP RESOLUTION NUMBER _____ DATE
CONCORD TOWNSHIP RESOLUTION NUMBER _____ DATE
DELAWARE COUNTY RESOLUTION NUMBER 07-1146 ____09/17/07 DATE

Delaware Township, Liberty Township, Concord Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Bunty Station Road Reclamation Project

Delaware Township will provide funds totaling 23 % of the cost of the Bunty Station Road Pavement Reclamation Project... Such funds will come from the general and/or road and bridge fund.

Liberty Township will provide funds totaling 23% of the cost of the Bunty Station Road Pavement Reclamation Project. Such funds will come from the general and/or road and bridge fund.

Concord Township will provide funds total 12% of the cost of the Bunty Station Road Pavement Reclamation Project. Such funds will come from the general and/or road and bridge fund.

Delaware County through the County Engineer will provide funds totaling 4 % of the cost of the Bunty Station Road Pavement Reclamation Project. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County, Liberty Township and Concord Township authorizes Delaware Township to be the lead applicant and to sign all necessary documents.

Delaware Township agrees to pay its \$310,552 of the cost as invoices are due.

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

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

RESOLUTION NO. 07-1147

IN THE MATTER OF APPROVING THE AMENDED DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PREVENTION, RETENTION, CONTINGENCY PLAN:

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

DELAWARE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES
PREVENTION, RETENTION, CONTINGENCY

The Prevention, Retention, and Contingency (PRC) Program is designed to provide benefits and services to needy families and low-income employed families who are in need of help with essential supports to move out of poverty and become self-sufficient. These supports include nonrecurring short-term, crisis-oriented benefits and, ongoing services that are directly related to the four purposes of the TANF program (reference 45CFR260.20) which do not meet the federal definition of assistance. Nonrecurring short-term assistance addresses discrete crisis situations, which do not provide for needs extending beyond four months. These nonrecurring benefits and services may encompass more than one payment a year, as long as the payment provides short-term relief and addresses a discrete crisis situation rather than meeting ongoing recurrent needs. These benefits and services are consistent with the federal definition of non-assistance as found in 45CFR260.31 (b). The definition of non-assistance includes:

- 1. Nonrecurring, short-term benefits that:
 - a. are designed to deal with specific crisis situation or episode of need:
 - b. are not intended to meet recurrent or ongoing needs: and
 - c. will not extend beyond four months:

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2. Work subsidies (i.e.; payments to employers or third parties to help cover the costs of employer wages, benefits, supervision, and training);
3. Supportive services such as transportation provided to families who are employed or seeking employment;
4. Refundable earned income tax credits;
5. Contributions and distributions from, Individual Development Accounts (IDA);
6. Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment -related services that do not provide basic income and support.

Assistance through the Delaware County Prevention, Retention, and Contingency Program is provided through the following categories:

- Employment Related Assistance
- Family Preservation and Reunification
- Financial Crisis
- Help Me Grow
- Youth Development Services
- Kinship Care/Navigator
- Pregnancy Prevention Services

DEFINITIONS

As used for this program:

Assistance Group:

a.) PRC benefits and services are available to a family assistance group (AG) which includes a minor child or pregnant individual as defined in Sections 5108.01 and 5108.06 of the revised code. At a minimum, an eligible family must consist of a minor child who resides with a parent, caretaker-relative, legal guardian, or legal custodian who is legally obligated to support and care for the child (or consist of a pregnant individual). No family is eligible for PRC assistance unless the family includes a minor child who resides with the parent, caretaker relative, legal guardian, or legal custodian. PRC assistance may also be provided to a pregnant individual with no other minor children. The unborn child will be included in the AG and considered in determining financial eligibility if the mother is in the third trimester of pregnancy. A minor child may be connected to more than one assistance group receiving PRC depending upon the service provided and other individuals residing with the minor child. All individuals living in the household that would benefit from the PRC assistance would be counted an Assistance Group.

A child may be temporarily absent from the home in accordance with the time frames established in rule 5101:1-3-04 of the Ohio Administrative Code and still qualify for PRC. During the temporary period, the child is considered to be residing with the parent, caretaker, relative, legal guardian or legal custodian. An eligible family may also consist of a minor child residing with a parent, caretaker relative, legal guardian or legal custodian and other members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.

An assistance group must contain at least one adult (age eighteen or over) and at least one minor child (under age eighteen or under the age of nineteen and a full-time student in a secondary school or in the equivalent level of vocational technical training) who is the natural or adopted child of the adult or is a child for whom the adult has legal or kinship responsibility and who lives with the adult.

b.) **Employment-Related** PRC benefits and services are available to non-custodial parents who provide proof of compliance with child support orders, or who are ordered into an employment program by the court or referred by the child support enforcement agency (CSEA) and are complying with the employment program to find a job; who have a current child support order and the intent to meet his/her financial obligation and who have a current seek-work order and are referred by the CSEA administrative order. The child of the non-custodial parent must reside in Delaware County.

Assistance Group contribution means the amount of liquid resources of the adult in excess of \$200.00. Assistance Group contributions pertain to contingency needs only.

Budget Period means the thirty- (30) calendar day period immediately proceeding the date of application for PRC. The thirty-day budget period is considered when determining financial need. The date used to count back 30 days will be the date the application is date stamped into the agency.

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Contingency services are cash payments or vouchers for an emergent need. An emergent need is a condition that threatens the health, safety, or decent living arrangements of an assistance group to the extent that it would prohibit the children from being cared for in their own home or inhibit job preparation, work and marriage. Examples would include utility assistance, shelter expenses, personal expense (clothing, hygiene items), home repair, appliances, furniture, household expenses (bedding vacuum cleaners, cleaning products), and disaster assistance. An * helps identify contingency services under each category of assistance.

Department means the Delaware County Department of Job and Family Services.

Date of Eligibility will be determined as the date the application is date stamped as received into the agency. This date will be used as a denial date, continuing eligibility date, and budget period date. This date is not the voucher date. The voucher date is the actual date the voucher is written.

Disaster Related Assistance:

Special disaster related funds can be accessed in situations where the Governor of the state of Ohio has designated the county as a disaster area or under a state of emergency. Referrals will come through and be coordinated with the American Red Cross of Delaware County. An AG must still contain a minor child as defined in the plan. An AG must first attempt to access their insurance prior to using the PRC Program. PRC can be used to cover insurance deductibles when other eligibility criteria are met. Disaster Related Assistance is available even if the AG has used the program maximum under the regular PRC program. The Income Eligibility Standard for Disaster Assistance is 200% of the Federal Poverty Guideline. The CDJFS may issue a one-time cash payment and/or services up to \$1,500 per family dwelling using the Disaster Relief funding.

PRC assistance is to be available to eligible families who are victims of a natural disaster and are relocating to Delaware County as a result of the natural disaster. Guidelines of eligibility amounts of assistance are to follow the eligibility guidelines for Disaster Related Assistance.

Eligible Service means the goods or services that may be provided through the particular category of PRC assistance as detailed below.

Financially Eligible means that the AG's combined income and liquid resources for the budget period are equal to or less than the Income Eligibility Standard applicable to the particular category of PRC, or the AG meets one of the other eligibility criteria stated in Appendix A.

Income means all earned and unearned income received by any adult member of the PRC Assistance Group during the budget period. Income shall be reduced by child support, alimony, and child care payments. This includes all income which is normally disregarded when determining eligibility for Ohio Works First or Disability Assistance. All income which is received or expected to be received during the thirty-day budget period is considered when determining financial need.

For cases in which the income cannot be accurately obtained, the implementation of practices that are reasonable and prudent should occur when determining countable income. A signed ODHS 7341, Applicant/Recipient Authorization for Release of Information should be obtained from the applicant for an inquiry. Once the release is received, verification which is obtained by phone must contain clear documentation in the PRC AG record concerning the name and position of the supplier of the information, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification. More stringent verification is required when PRC benefits and services involve a direct monetary gain by the applicant and opportunities for fraud are prevalent.

Income Eligibility Standard means that percentage of the Federal Poverty Guideline against which the AGs combined income and liquid resources are compared for purposes of determining financial eligibility or ineligibility, or the means tested program which applies. Refer to Appendix A.

Respite care are services designed to provide temporary relief of child-rearing functions which includes services such as crisis nurseries, day treatment, protective day care, and volunteers or paid individuals who provide services within the home.

Residence means resident of Delaware County. Residence is also established by an applicant who is not receiving PRC assistance from another county and entered the county with a verified job in Delaware County.

Liquid Resources means cash, savings and any other asset that is readily convertible to cash

Means-Tested Eligibility means that an AG is eligible for PRC services based upon receipt of another means-tested form of assistance. These types of assistance include OWF Cash Assistance, Food Stamps, Medicaid, WIC, or are eligible for free/reduced lunches through the schools.

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Period of Eligibility means the period of time beginning with the date of authorization of eligibility for PRC and ending after the number of days applicable to the particular category of PRC during which goods and services may be authorized by the department.

Time Limit means the amount of time that must elapse between periods of eligibility applicable to the particular category of PRC.

Ineligible Family AG-s:

Federal and State law must be adhered to when providing PRC benefits and services. List below are federal and state prohibitions based upon 42 U.S.C. 608, section 431 if PRWORA and the Ohio Revised Code;

1. No assistance for families without a minor child.
2. No assistance to a single individual, unless such individual is pregnant.
3. No benefits or services to an individual who is not a citizen of the United States or a qualified alien.
4. No assistance for families that fraudulently receive assistance under the OWF, Food Stamp, and PRC programs until full repayment occurs. Ref. 5101.83 of the ORC.
5. An individual who is a fugitive felon or a probation or parole violator.
6. For **contingency cases**, assistance groups that do not use their own income and resources to help meet their need or the family caused the emergent need to occur through some action or lack of action on their part. Example: Any presenting need brought on by refusing to accept or quitting a job with out good cause as defined in the Delaware County Workforce Development guidelines. PRC may not be issued if it can be shown through past history that the AG has planned and anticipated a presenting need on an annual basis. The assistance group must apply the Assistance Group contribution toward meeting the need.
7. The Assistance Group must provide verification of their ability to continue to meet the emergent need for which they are requesting PRC assistance.
8. Assistance Groups receiving Employment-Related PRC that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

APPLICATION, ELIGIBILITY DETERMINATION, PAYMENT, AND NOTICE

Application for PRC shall be made by an adult member of the Assistance Group. The adult shall complete, sign, and date the applicable PRC Application form (Appendices B, C, and D). Verification of income and currently available liquid resources is required. Verification that the minor child meets the program definition may be required.

Eligibility for PRC will be determined once a completed and signed PRC application is submitted to the Department and all required verifications are received. Eligibility determinations shall be completed not later than ten business days from the date of application, if all required verifications are received. If required verifications are not received by the tenth business day from the date of application (unless a legitimate and unavoidable delay is experienced and communicated to the caseworker by the applicant) or the applicant has otherwise abandoned the application, the application will be denied. In cases where education and training is the goal, the date may be extended until all career assessments are complete.

Income Eligibility

All income that has been received by any adult member of the PRC Assistance Group during the thirty-day budget period and any liquid resources that are readily convertible to cash are considered when determining financial eligibility. This includes all earned and unearned income or liquid resources that are normally exempt or disregarded when determining eligibility for OWF Cash Assistance or Disability Assistance. Income shall be reduced by child support, alimony, and child care payments. Written verification of income, liquid resources, and payments used to reduce income are required. Alternatively, the caseworker may secure and document verbal verifications, if written verifications cannot be secured within time frames necessary to timely determination of eligibility as outlined in this program policy. For any verification which is obtained by phone, there must be clear documentation in the PRC AG record concerning the:

- Name and position of the supplier of the information
- The date the verification was obtained
- The amount of the verified income or expense
- The name of the individual who obtained the verification

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A current signed and dated application will act as the release of information when making collateral contacts.

The gross amount of the PRC AG's countable income and liquid resources is totaled and compared to the Financial Eligibility Standard for the assistance group size. If the total is equal to or less than the Financial Eligibility Standard, the Assistance Group is financially eligible. If the totaled amount is above the Financial Eligibility Standard, there is no financial eligibility for PRC. If the applicant meets another stated means test for a service or benefit, they are eligible for PRC.

Means-tested Eligibility

If the PRC Assistance Group receives any of the following means-tested benefits, they are eligible for PRC Assistance:

OWF Cash Assistance, Food Stamps, Medicaid, WIC, Free/Reduced Lunches.

If the Assistance Group is eligible, the caseworker will determine the amount of the Assistance Group Contribution for Contingency categories only. The Assistance Group must agree to apply the Assistance Group Contribution toward the need in order to be eligible for payment by the Department. Once eligibility for PRC is established and the eligible service(s) and cost(s) are identified, the caseworker will submit the completed application and verifications for supervisory review and approval. The amount paid by the Department shall reflect the Assistance Group Contribution when applicable. Upon supervisory approval, payment authorization forms are submitted to the Fiscal Department for payment. The Fiscal Department makes payment to the vendor within thirty calendar days of receipt of an approved payment authorization. In no case is payment for PRC services made to a member of the Assistance Group.

If it is determined that an application for PRC is approved, the Department shall mail or otherwise deliver the ODHS 4074, Notice of Approval of Your Application for Assistance. If it is determined that an application for PRC is denied, the Department shall mail or otherwise deliver the ODHS 7334, Notice of Denial of Your Application for Assistance.

Necessary CRIS-E entries and documentation will be made by the caseworker at the time of authorization.

Allegations that persons have fraudulently misrepresented their income or resources for purposes of gaining eligibility for PRC will be investigated through the usual overpayment protocols of the Department. Overpayments for persons found to have, in fact, fraudulently misrepresented their income and resources will be pursued for collection by the Department.

HEARINGS

Assistance Groups whose PRC application has been denied or who have been found to have committed fraud and charged with an overpayment have the right to Department and State Hearings as detailed in the Public Assistance Manual.

INELIGIBLE SERVICES

Services available through the PRC program are detailed under each category of the program, below. In no case are medical expenses authorized, except for pre-pregnancy family planning services, pre-employment screening, and non-Medicaid covered services.

Assistance Groups must have received an approval letter and an approved voucher prior to receiving the services for which they are applying. Services that have already been provided will not be considered for PRC funding. This will not apply to applications for past due rent, mortgages, and utilities.

LIMITATIONS OF FUNDING: Services provided under the Prevention, Retention, Contingency Program will be based on availability of federal and state funds to cover the services.

No person(s) shall on the grounds of race, color, national origin, disability, age or religion, be excluded from participation or be denied benefits of, or be otherwise subjected to discrimination under any program, service or benefit authorized or provided by Delaware County Department of Job and Family Services.

CATEGORIES AND AMOUNTS OF ASSISTANCE

EMPLOYMENT RELATED ASSISTANCE

Employment related assistance is designed to assist individuals to become employable, employed, or to retain employment. This category of PRC is administered through the Delaware Workforce Development

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Unit of the Department, with financial eligibility or other means tested eligibility, as stated in Services or Benefits Chart, determined by the PRC worker.

Assistance Groups receiving Employment-Related PRC that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

Monetary Limit

Assistance through this category is limited to \$500.00 within a 12 month period of eligibility. Additional funds are available at the discretion of the Director or Assistant Director. If a change occurs during the time limit, eligibility must be re-determined. There is a maximum of 1 month car payment and 3 months of auto insurance. A PRC application for car repairs requires 2 estimates that have been prepared within 30 days of the PRC application. One estimate may be waived if the car is inoperable or needs towed in order to obtain an estimate. In situations where the cost of the repair exceeds the value of the car PRC will be denied. PRC will not make payment for unauthorized repairs. PRC will pay for prior approved services only.

Financial Eligibility Standard

185 % of the Federal Poverty Guideline or means tested programs as stated in Appendix A.

Available Services

The following services are available through Employment Related Assistance: This list is not all-inclusive. Refer to list of Services and Benefits Chart. If an individual receives assistance with automobile needs, they must prove possession of a driver's license, insurance, and ownership of the automobile.

If a person requests assistance with education/training they must complete an assessment and evaluation process following the Workforce Investment Act criteria. This will demonstrate an ability to succeed in the education/training program. Applicants for education/training may be required to complete activities to prepare them for the initial education/training request (i.e. require a GED before entering a more advanced program; require basic skill review before entering a more advanced program; have childcare and transportation arranged; have ability to meet all financial obligations).

Transportation (Employment Related Only)

- Automobile repairs
- Lease payments
- Bus tickets
- Cab fare
- Gas vouchers
- Car payment
- Car insurance
- Drivers Education
- Car registration/Tags
- Job Preparation services
- Texts books and supplies

Employment Related Services

- Necessary tools
- Work Support Retention Services
- Required safety equipment
- Necessary/Required clothing
- Telephone deposit
- Short-term Training
- Ergonomic equipment
- Job Retention Services
- School and certification fees
- Diversion Benefit
- Incentives

FAMILY PRESERVATION AND REUNIFICATION SERVICES

Family preservation and reunification services are administered through the Social Services division of the agency. They are designed to address:

- _ family crises that could lead to the removal of children from their homes
- _ the reunification of families following the removal of their children

Requirements

requirement of eligibility for Family Preservation and Reunification/TANF Services is that the Assistance Group has active involvement with the Children Services division of the Department. An adult family member, his or her designee, or a Public Children Services Agency representative applying on behalf of a child may make application. The completion and submission of the Family Preservation and Reunification Services PRC application shall also be required. A self-declaration of income by the customer will be used to determine the income eligibility.

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Monetary Limit

Assistance through this category is limited to \$1000 per 18-month period of eligibility.

Financial Eligibility Standard -

300% of the Federal Poverty Guideline or within the guidelines of Service and Benefit Chart. The Director or his designee may waive the Financial Eligibility Standard in other cases in this category.

Available Services

The following services are available through the Family Preservation and Reunification Services category: This list is not all-inclusive.

***Shelter costs:**

Heating fuel or utility deposits, including reconnect fees
Emergency housing
Home repairs
Security deposit
Cooking fuel, water, sewage payment

Rent, including late fees

Mortgage Payment, including late fees

***Other Household Costs:**

Furniture
Telephone installation
Household items
Necessary Clothing

Family Services

Parent Education
Respite Care (see definitions)
Home Health Aide Services
Homemaker services
Mentorship services
Therapeutic counseling
Kinship Care
Unruly Youth
Juvenile Diversion
Case Management
Emergency Food
Transportation

Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

Note: Services provided through the category of Family Preservation and Reunification Services may be funded through TANF, Title IV-B, or local funds. Assistance Groups must be PRC eligible, that is, contain an adult and minor child and meet financial eligibility standards for the category, in order that TANF funds are used. The Department will, however, use its discretion in selecting funding sources for these cases. Cases that are not PRC eligible will be funded through IV-B or local dollars.

FINANCIAL CRISIS

Services to address financial crises are administered through the Family Unit and/or PRC worker. They are designed to address:

- financial crises resulting in an inability of the family to provide for basic needs that may lead to homelessness or otherwise threaten the well-being of their children or inhibit job preparation, work and marriage.

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Requirements

Application for assistance because of financial crisis must be made by an adult family member. Application shall be made by the completion and submission of the PRC Application.

Monetary Limit

Assistance through Financial Crisis will be limited to \$500.00 within a 12 month period of eligibility.

Financial Eligibility Standard

150% of the Federal Poverty Guideline or as stated within the guidelines of the Service and Benefit Chart. We will not pay late fees. PRC will pay for prior approved services only.

Available Services

The following services are available through the Financial Crisis category: This list is not all-inclusive.

***Shelter costs:**

Emergency housing
Heating fuel or utility deposits, including reconnect fees
Mortgage payment
Rent
Security deposits
Cooking fuel, water, sewage payment
Home Repairs
Furniture

***Other Household Costs:**

Household items
Necessary clothing
Furniture

Family services- will not be used against PRC limit

Parenting Education
Respite Care
Home Health Aide Services
Homemaker Services
Mentorship services
Therapeutic counseling- Transition counseling
Basic Life Skill Training/advocacy- ABLE services

Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

HELP ME GROW

The Help Me Grow Program is administered through the Family and Children First Council. Help Me Grow includes the Welcome Home visits for newborns, Early Start, and Early Intervention services. A self-declaration of income by the customer will be used by the Delaware County Department of Job and Family Services and/or the Help Me Grow Program to determine the income eligibility for TANF funding. Specifics of the program are included in the plan document as submitted and approved by the Ohio Department of Job and Family Services. Financial standard is 300% of poverty.

THE WELCOME HOME PROGRAM (Help Me Grow) The Welcome Home Program provides a supportive home visit to families bringing home a newborn child for the first time. The skilled visitor gives information about the health of the new mother and baby and makes referrals to additional services and community supports as needed. The visitor conducts developmental screening and assessment procedures for the child. Families are provided practical information about feeding, bathing, diapering, childhood illness, and child development. Families are provided information about how to introduce siblings to the new baby. The service promotes early literacy by discussing the importance of literacy skills and by providing baby's first book to the family. Financial standard is 300% of poverty.

EARLY START (Help Me Grow)

The Early Start Expansion Program is administered by the Family and Children First Council. The

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program provides family focused casework activities through an intensive home visitation program. Casework activities will provide screening of child health and development, an individualized service plan, information and referral, and case management/service coordination. Program activities will also address family self-sufficiency through addressing the stresses of participating in work and education and training activities. Goals of the program will be to promote family stability and to support the parent's transition to employment.

The eligible population for Early Start Expansion will be families with children under the age of three and/or a pregnant woman who are income eligible up to 300% of poverty or who are receiving any other means-tested program as outlined in the means-tested definition. Refer also to the Services and Benefits Chart.

The application for Ohio Works First Cash Assistance or other means-tested applications will serve as the application for the Early Start Expansion. Eligibility for the PRC program will be determined by the Assistance Group as defined in the Services and Benefits Chart. Referrals will be made to the Early Start Coordinator by designated staff in the Delaware County Department of Job and Family Services. At the time of enrollment, families must be receiving Ohio Works First Cash Assistance, or be eligible for Early Start Expansion PRC. Families will be eligible for services until their youngest child turns three years of age. Ongoing eligibility for Early Start will be based on 300% of poverty or eligibility for a means-tested program as outlines in the means-tested definition.

Continued receipt of Early Start services does not preclude eligibility for other categories of PRC assistance. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

EARLY INTERVENTION SERVICES (Help Me Grow)

The Early Intervention Program provides services to families with children birth to three where the child is diagnosed as having a developmental delay. It provides resources for screening and diagnostic assessment. It provides ongoing home visiting services that provide family support to assist families in coping with physical or cognitive needs of their children during the first three years of a child's life. Families are provided information and guidance about working with the child as well as therapeutic intervention. The child is provided specialized services to meet the child's specific needs and assures that the family has a primary service coordinator. Financial standard is 300% of poverty. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

YOUTH DEVELOPMENT SERVICES

The Delaware County Department of Job and Family Services, through involvement in various community partnerships (i.e. school systems, Big Brothers/Big sisters, Juvenile Court, JOG, Family and Children First Council, chambers of commerce) has identified a need for programming which will provide vulnerable at-risk-youth with an opportunity for positive development through various asset building experiences. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

Delaware County Department of Job and Family Services may offer services that include opportunities for children and youth to participate in a variety of structured or unstructured activities whose purpose is to help them develop their potential and grow into healthy, educated, responsible and productive adults in the future. Programs may include activities designed to transmit social values and customs, to facilitate learning, and to elicit and stimulate leadership potential. Some of the activities may include counseling, peer support, mentoring, supervised recreational activities, and purchase of school supplies. **The goal of this program is to prevent out of wed-lock pregnancy.**

SMART PARENTS GUIDE TO RAISING MIDDLE SCHOOL AGED CHILDREN

The Smart Parents Guide to Raising Middle School Aged Children is a training program for parents and middle school aged children that assists parents who are overwhelmed by the increasing pressures and responsibilities of raising preadolescent children. The sessions provide the parents with the support and skills needed to ensure their success in keeping their families together. Sessions are offered to children to help them understand adolescence. Parents and children will improve skills in communication, understanding and problem solving. Through improved communication, youth may be diverted from risky behavior such as out of wedlock pregnancies, legal and emotional problems and academic challenges.

PREGNANCY PREVENTION PROGRAMS

The goal of the Pregnancy Prevention Programs is to prevent out-of-wedlock births among teens in Delaware County.

JUVENILE DIVERSION

The Juvenile Diversion Program is provided by the Juvenile Court. This program is designed to

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keep unruly children out of the Court system and at home. This is accomplished through such activities as school liaisons, a suspension alternative program, parent education, and a supportive group program for unruly girls.

One goal of the Juvenile Diversion program is to prevent out-of-wedlock births among teens in Delaware County. Receipt of Juvenile Diversion services will not count toward time limits attached to other categories of PRC assistance

ACCESS TO BETTER CARE INITIATIVE

The Delaware County Department of Job & Family Services will distribute TANF funds, specifically designated to the ABC initiative, through the Delaware County Family & Children First Council. The services to be provided may include prevention and early intervention, early screening and assessment, treatment, and/or service coordination efforts to families with non-behavioral, multi-need children. Non-behavioral shall be defined as multi-need children who do not have a substance abuse or mental health condition. Children who are in receipt of OWF, Food Stamps, or Medicaid are considered to meet the income eligibility criteria for PRC direct ABC services. Either an approved application form for OWF, Food Stamps, or Medicaid assistance or the PRC application will serve as the eligibility application for these services and will be maintained in the OWF, Food Stamp, or Medicaid case file. The receipt of Access to Better Care services will not count toward a family's eligibility limit for any other PRC services. Services under this category shall be considered non-assistance.

Exceptions to Category Limitations:

While it is not the intent to encourage or routinely grant exceptions to the PRC Plan, the Delaware County Department of Job and Family Services does recognize that there are occasional, extraordinary circumstances that may warrant issuance of PRC in excess of the dollar limitation or more frequency in a specific category allowed. Any exception to this plan shall specifically be reviewed and approved by the Director or the Director's designee. Sufficient documentation shall be maintained in the case file as to why a plan exception was granted.

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

RESOLUTION NO. 07-1148

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Jordan, seconded by Mr. Ward to certify the Sanitary Sewer Capacity Charges as follows:

Westerville Seventh-Day Advent Church 6481 Tussic Street

In the amount of \$5,900.00 with \$2,218.40 finance charge (pro-rated over a 10 year period) making total of \$8,118.40 for placement on tax duplicate. Bi-annual payment being \$405.92.

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

RESOLUTION NO. 07-1149

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2008 TAXES:

It was moved by Mr. Jordan, seconded by Mr. Ward to certify to the County Auditor the delinquent accounts for placement on the tax duplicate. (Itemized listing available for review at the Commissioners Office until no longer of Administrative value).

Total dollar amount of the delinquent accounts to be assessed to 2008 taxes equals \$344,633.16

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

RESOLUTION NO. 07-1150

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS MANSARD ESTATES 1-B; TARTAN FIELDS PHASE 20-B; VILLAS AT WALNUT GROVE; SCIOTO RESERVE EXPANSION 2-B AND VINMAR FARMS 3-B:

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

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Mansard Estates 1-B	2,050 feet of 8-inch sewer	10 manholes				
Tartan Fields Phase 20-B	1,116 feet of 8-inch sewer	4 manholes				
Villas At Walnut Grove	1,770 feet of 8-inch sewer	9 manholes				
Scioto Reserve Expansion 2-B	1,496 feet of 8-inch sewer	9 manholes				
Vinmar Farms 3-B	1,070 feet of 8-inch sewer	7 manholes				
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 07-1151

IN THE MATTER OF REJECTING BIDS FOR CALCIUM NITRATE SOLUTION BY THE DIVISION OF ENVIRONMENTAL SERVICES:

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

WHEREAS the Division of Environmental Services has solicited and received bids for the purchase of Calcium Nitrate solution to be used on an as-needed basis within the wastewater collection and treatment systems and

Whereas Environmental Services has solicited and received bids for routine testing and optimization services at each Calcium Nitrate metering site and

Whereas the staff from Environmental Services has evaluated the bid packages for conformance to the specifications and

Whereas the Environmental Services has determined that all the bid packages do not conform to the specifications.

Therefore be it resolved that the Board of County Commissioners reject all bids for Calcium Nitrate solution and routine testing and optimization service as non responsive.

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

RESOLUTION NO. 07-1152

IN THE MATTER OF WAIVING HALF OF THE TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH:

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

WHEREAS, the Board of County Commissioners of Delaware County sustains a Solid Waste Transfer Station Operation Agreement with Central Ohio Contractor, Inc., for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste, and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees, and

WHEREAS, Central Ohio Contractors has agreed to provide accept solid waste at half price to haulers of solid waste generated by the Delaware County Fair, and

WHEREAS, the Board of County Commissioners wishes to waive the seven percent (7%) county surcharge.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive the seven percent (7%) county surcharge and recognize this arrangement and Central Ohio Contractors Inc. support of this important community event.

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

RESOLUTION NO. 07-1153

IN THE MATTER OF RE-APPOINTING GREG ROY AND DENNIS REED AS CITIZEN MEMBERS AS THE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE SUNBURY MEADOWS COMMUNITY AUTHORITY:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the

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public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Sunbury Meadows Community Authority. Greg Roy and Dennis Reed shall be re-appointed as citizen members. Appointed each for one year, term beginning September 13, 2007 and ending September 9, 2008;

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint Greg Roy and Dennis Reed as citizen members for a one year term effective September 13, 2007, term ending September 9, 2008, to the Sunbury Meadows Community Authority.

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

RECESS BACK TO COMMISSIONERS HEARING ROOM; 101 NORTH SANDUSKY

RESOLUTION NO. 07-1154

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 11:15AM.

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

RESOLUTION NO. 07-1155

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 12:30AM.

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

RESOLUTION NO. 07 -1156

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE CONCERNING 1) CASE NO. 06 CV H 03 0214, CITY OF DELAWARE VS. DELAWARE COUNTY AUDITOR, ET AL.; 2) DISPUTES REGARDING THE PAYMENT BY THE COUNTY FOR COSTS OF PROSECUTION IN THE DELAWARE MUNICIPAL COURT AND 3) PAYMENT BY THE CITY FOR COSTS OF PUBLIC DEFENDER FEES FOR CASES ARISING UNDER CITY ORDINANCES:

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

Agreement

THIS AGREEMENT is entered into between the Delaware County, Ohio Board of County Commissioners (County) and the City of Delaware, Ohio (City) pursuant to the authority of O.R.C. Section 307.15 which provides, that counties may enter into agreements with the legislative authority of any municipal corporation, whereby the county undertakes, and is authorized by the county's board of commissioners, to exercise any power, perform any function, or render any services, on behalf of the board that the county or the board may exercise, perform or render; and Section 5 of the Delaware City Charter which authorizes contracts with other governmental subdivisions in relation to the performance of the functions of the City.

WHEREAS, the City and County are currently parties to a lawsuit, being Case No. 06 CV H 03 0214, City of Delaware vs. Delaware County Auditor, et al.; and,

WHEREAS, THE City and County have mediated to conclusion certain disputes regarding the Law Library payment of fund; and,

WHEREAS, the City and County have also mediated to conclusion certain disputes regarding the payment by the County for costs of Prosecution in the Delaware Municipal Court and payment by the City for costs of Public Defender fees for cases arising under City ordinances;

NOW THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

Law Library: The County will pay the City a total of \$229,584.11 in 3 consecutive annual installments with interest at the Star Ohio rate beginning to accrue on July 11, 2007 in the following manner:

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Year 1 — A minimum of 1/3 of the outstanding principal amount owed plus the entire amount of accrued interest charged at a rate equal to the Star Ohio Rate for the time period representing 7/11/07 to date of payment.

Year 2 — A minimum of 1/2 of the outstanding principal amount owed plus the entire amount of accrued interest charged at a rate equal to the Star Ohio Rate for the time period between the first payment and the second payment.

Year 3 — All remaining outstanding principal owed plus the entire amount of accrued interest charged at a rate equal to the Star Ohio Rate for the time period between the second payment and the third payment.

Delaware County reserves the right to accelerate the outstanding principal payments on the amount owed at anytime during which the debt exists. Delaware County reserves the right to enter into negotiations with the City of Delaware during anytime the outstanding debt exists for renegotiation purposes should an unforeseen circumstance arise that may jeopardize Delaware County's ability to repay the note in the above mentioned time frame.- During this renegotiation time frame, interest on the aggregate sum outstanding will accrue at a rate equal to the Star Ohio Rate.

This agreement settles all of the City's issues with respect to past financial support of the Law Library. The City and County agree that the proper procedures have been followed since 2005.

Prosecutor: For a period of two years (retroactive to January 1, 2007), the County will pay \$95.00 per case for the City Prosecutor to handle the prosecution of violations of state law which occur in unincorporated areas within the territory of the Municipal Court. The City and County agree to explore promptly the possible consolidation of the City and County Prosecutor offices. Payment to the City will be made by the County on a "two-month arrears" basis, i.e., the County will pay within two months after the services are provided and billed.

Public Defender: The City is not required to make any payment to the County for Public Defender services performed before January 1, 2009.

This Agreement supersedes all prior Agreements, proposals, discussions and understandings between the parties and, as to the issues set forth herein, constitutes the whole of the Agreement between the parties. This document may be duplicated and copies of this Agreement shall carry the same force and effect as the original. Upon ratification by the proper appointing authority, the City of Delaware will dismiss claims regarding the subject matter Law Library and Prosecutor in Case No. 06 CV H 03 0214, CITY OF DELAWARE vs. DELAWARE COUNTY AUDITOR et al, and release and hold harmless Delaware County, its agencies, employees, and assigns from any claim or cause of action relating to those issues addressed herein without regard to the resolution of any other claims in the aforementioned case.

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

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James D. Ward

Letha George, Clerk to the Commissioners