

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 15, 2019**

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

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

10:00 A.M. Public Hearing For Consideration Of The Ladda #3 Watershed Drainage Improvement Petition

1
RESOLUTION NO. 19-785

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 12, 2019:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 12, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-786

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0814:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0814 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1904248	SANDS DECKER CPS	SURVEY SERVICES NORTH	42011440 - 5410	\$24,700.00
		CAMPUS RENOVATIONS		
R1904253	BRUNER CORPORATION	CHILLER COIL REPLACEMENT - WILLIS BUILDING	40111402 - 5228	\$5,931.00
R1904253	BRUNER CORPORATION	CHILLER COIL REPLACEMENT - WILLIS BUILDING	40111402 - 5328	\$3,270.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

4
RESOLUTION NO. 19-787

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

The Economic Development Department is requesting the Economic Development Specialist attend Local Chamber and Business Association Events and Meetings throughout 2019 at the cost of \$148.00 (fund number 21011113).

The Economic Development Department is requesting the Economic Development Specialist attend MORPC Events and Meetings at various locations in Central Ohio throughout 2019 at the cost of \$198.00 (fund number 21011113).

The Economic Development Department is requesting the Economic Development Specialist attend NAIOP Events and Meetings at various locations in Central Ohio throughout 2019 at the cost of \$248.00 (fund number 21011113).

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The Economic Development Department is requesting the Economic Development Specialist attend Columbus 2020 and MODE Events and Meetings at various locations in Central Ohio throughout 2019 at the cost of \$148.00 (fund number 21011113).

The Job and Family Services Department is requesting that Colleen Miles, Britney Montgomery, Jordan Emmons, Lynn Stacy, Beth Carey, Melissa Barber, Micayla Haywood, Rachel Layne, Moneka Lawrence, Shaye Beyrle, Kayla Geiger, Amber Ntamack, Sandy Honigford, Barb Wildman, Kelli McClelland, Corrine Yager attend the 2019 Public Children Services Association of Ohio Conference in Columbus, Ohio from September 25-27, 2019 at the cost of \$3,604.00.

The Communications Department is requesting that Marisa Stith attend the Delaware County Leadership Course from October 1, 2019-June 30, 2020 at the cost of \$875.00 (fund number 10011139).

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

5

RESOLUTION NO. 19-788

IN THE MATTER OF APPROVING AMENDMENT NUMBER TWO TO AGREEMENT FOR 2016 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND DELAWARE COUNTY COMMISSIONERS:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

**AMENDMENT TO AGREEMENT
FOR
2016 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
DELAWARE COUNTY COMMISSIONERS**

AMENDMENT 2

This is an Amendment to an existing Agreement, by and between the State of Ohio, acting by and through the OHIO DEPARTMENT OF AGRICULTURE ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and DELAWARE COUNTY COMMISSIONERS, 101 North Sandusky Street; Delaware, OH 43015 (hereinafter "Local Sponsor"), who hereby agree as follows:

Recitals

1. The original Cooperative Agreement was executed on July 1, 2016 (hereinafter "Agreement") granting funds to the Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2016.
2. On December 7, 2017 Amendment 1 to the Agreement was executed. Amendment 1 updated the biennial dates and outlined the distribution of funds to specific landowners and increased obligated funds.
3. On December 7, 2017 Amendment 1 to the Agreement was executed. Prior to Amendment 1, total funds obligated equaled \$263,506. After allocating additional funds (\$67,099) the result was \$330,605 in available funds. The available funds shall be dispersed as outlined in "Exhibit B-Property/Funds."
4. Subsequent to Amendment 1, a new biennium occurred. Therefore, Amendment 2 is necessary to update dates as well as incorporate a reduction in obligated funds due to a partial distribution.
5. Prior to this Amendment 2, total funds obligated equal \$330,605. After deducting funds that were distributed (\$217,755) the result is \$112,850 in available funds. The available funds shall be dispersed as outlined in "Exhibit B - Property/Funds."

Pursuant to Article III of the Agreement which is attached hereto and incorporated herein as "Exhibit A" and Amendment 1 as "Exhibit B," the parties agree in writing to amend this Agreement as follows:

II. SCOPE OF WORK

Delete paragraph 2.5, insert the following:

"The closing ("Closing") for the agricultural easements in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2021. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

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III. TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

"The services as stated in "Exhibit A - Scope of Work," shall be commenced by the Local Sponsor on July 1, 2019 and shall cease on June 30, 2021. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Section 3.1 (b) below."

Delete paragraph 3.1(a), insert the following:

"This Agreement shall remain in effect until the work described in "Exhibit A - Scope of Work," is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2021. It may be renewed as provided for herein."

Delete paragraph 3.1(b), insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2021. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein."

IV. ODA'S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

"Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of \$330,605.00 (Three Hundred Thirty Thousand Six Hundred Five and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to "Exhibit B - Property/Funds." Of this amount, ODA has previously obligated \$217,755.00 (Two Hundred Seventeen Thousand Seven Hundred Fifty-Five and 00/100 Dollars) for the acquisition by Local Sponsor of previously purchased agricultural easement(s). Subject to the terms and conditions of this Agreement and any related Amendment(s), ODA shall obligate the sum of \$112,850.00 (One Hundred Twelve Thousand Eight Hundred Fifty and 00/100 Dollars) during the term of this Amendment."

Exhibit A - Scope of Work

Delete paragraph F, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30, 2021 unless otherwise agreed in writing by ODA."

Entire Agreement

This Amendment 2, the existing Agreement, attached hereto and incorporated herein as "Exhibit A" and Amendment 1 attached hereto and incorporated herein as "Exhibit B," constitute the entire Agreement between the Local Sponsor and ODA, and there are no other Agreements between them, either oral or written, which relate to the work to be performed under this Agreement.

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

IN WITNESS WHEREOF, to show their agreement hereto, the parties have hereunto set their hands and affixed their signatures.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

6
RESOLUTION NO. 19-789

IN THE MATTER OF ADOPTING A BACKGROUND CHECK POLICY FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Director of the Delaware County Job and Family Services and the Director of the Delaware County Child Support Enforcement Agency recommend the adoption of a background check policy for their respective agencies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of

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Ohio, approves the following policy for background checks for employment:

**Delaware County
Department of Job and Family Services
Child Support Enforcement Agency
Background Check Policy**

I. PURPOSE/REASON:

The purpose of this policy is to establish standards within Delaware County Department of Job and Family Services (DCDJFS) and Delaware County Child Support Enforcement Agency (CSEA), regarding criminal background checks, and to set uniform procedures for conducting investigations and evaluating investigation results to make suitability determinations for general employment and access to Federal Tax Information (FTI).

II. AUTHORITIES:

1. Ohio Revised Code (ORC) 307.981, 329.02
2. ORC 2921.02, 2921.41, 2921.43 and 2961.02
3. ORC 124.25, 124.74
4. IRS Publication 1075, issued September 2016.
5. Ohio Administrative Code (OAC) 5101:9-9-26

III. SUPERSEDES:

Previous policy on background checks.

IV. SCOPE:

- A. This policy applies to all final candidates selected for and offered positions with DCDJFS and CSEA, including all current DCDJFS and CSEA employees applying for positions.
- B. This policy also applies to employees, current and prospective county agency contractors/contract employees, intermittent employees, and temporary service personnel who have or will have access to Federal Tax Information (FTI).
- D. The Delaware County Human Resources Department, in collaboration with DCDJFS and CSEA, is responsible for implementing the procedures contained within this policy and ensuring they are equally applied to all final candidates, employees, current and prospective intermittent employees, county agency contractors/contract employees, and temporary service personnel working for DCDJFS and CSEA.

V. DEFINITIONS:

Conviction – As used in this policy, a “conviction” means an adjudication, determination, or finding of guilt for any criminal offense under any existing or former law of this state, any other state, or the United States, including the acceptance of a plea of guilty or no contest, or the imposition of a sentence by a judge or jury in any federal or state court. Pursuant to ORC 109.572(B)(1), records of convictions that have been sealed or expunged, under ORC 2953.32 or another law of similar application and effect, will be considered.

Employee – As used in this policy, an individual who is currently appointed to a position at DCDJFS and/or CSEA.

Favorable Adjudication – Is either the determination that a final candidate, employee, a current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel has no criminal conviction or record of criminal activity or the outcome of a background check of an individual with a criminal conviction or record of criminal activity when it is determined by the Delaware County Human Resources Department, DCDJFS and/or and CSEA that the conviction or record of criminal activity does not prevent the individual from holding or continuing to hold a position having access to FTI. This term is used interchangeably within this policy with the concept of suitability.

Federal Tax Information (FTI) – Includes federal tax returns (including supplements, schedules, attachments, 1040s, 1099s, or W-2s) and information found on the tax return, if the return and return information have been provided to DCDJFS and CSEA directly from a federal agency like the IRS, Social Security, OCSE, Health and Human Services or from the Ohio Department of Job and Family Services, where the original source is the IRS, Social Security, OCSE, or Health and Human Services.

Final Candidate – A "final candidate" is an individual, whether or not currently employed by a county agency, who has submitted an application for employment at the county agency and who has received an offer of employment conditioned upon a favorable adjudication of a Federal Bureau of

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Investigation (FBI) and Ohio Bureau of Criminal Investigation (BCI) fingerprint background check.
Intermittent employee – Means an appointment where an employee is required to work less than one thousand hours per fiscal year, or for the duration of a specific project or grant which may exceed one thousand hours in a fiscal year.

Local Law Enforcement Check – Includes checks with local law enforcement agencies where the subject has lived, worked, and/or attended school within the past five years. A fingerprint background check conducted by BCI is acceptable as a local check.

VI. PROCEDURES – CRIMINAL BACKGROUND CHECKS:

A. INTRODUCTION:

1. DCDJFS and CSEA requires that final candidates submit to a background check which is conducted in accordance with state and federal law. Background checks ensure that DCDJFS and CSEA does not employ any individual who is barred from county, state or federally funded employment because of the conviction of certain crimes. DCDJFS and CSEA is also responsible for assuring that those individuals who have criminal convictions are suitable for the applied for position with DCDJFS and CSEA.
2. Except as otherwise provided for in OAC 5101:9-9-26 (B)(2),(3), and (4), final candidates, employees, current and prospective intermittent employees, county agency contractors/contract employees, and temporary service personnel who have or will have access to FTI are required to have an FBI and BCI fingerprint background check conducted by BCI and the FBI that is favorably adjudicated in accordance with this policy and IRS Publication 1075 before being afforded access to FTI, and then every ten years thereafter if remaining in a position that has access to FTI.

B. REVIEWING A CRIMINAL RECORD:

Unless provided by law, a record of criminal conviction(s) will not automatically disqualify a final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel from being appointed to or maintaining a position with DCDJFS and CSEA.

If a final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary services personnel has a criminal conviction, Delaware County Human Resources Department, DCDJFS and/or CSEA, with assistance, if required, from the Delaware County Prosecutor, will determine whether the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel is or remains qualified and suitable to hold the position, given the criminal conviction record.

1. Disqualifications from employment provided by law or policy: The following will disqualify a final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel from appointment, working or continued employment at DCDJFS and CSEA:
 - (a) Refusal to consent to a background check, including unusual delay in executing the consent to conduct a background check;
 - (b) A conviction listed in ORC 2961.02;
 - (c) A felony conviction or guilty plea for a violation of any of the following sections of the Ohio Revised Code or a felony conviction (or equivalent) or guilty plea in another state for the same type of violation;
 - (1) Bribery, ORC 2921.02;
 - (2) Theft in Office, ORC 2921.41;
 - (3) Soliciting/Receiving Improper Compensation, ORC 2921.43; any conviction for this offense within seven years of submission of the employment application to DCDJFS and CSEA.
2. Criminal convictions considered for positions with access to FTI:

When a position includes access to FTI, DCDJFS and CSEA will engage in the

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individualized analysis below when reviewing any conviction involving a crime of theft, dishonesty or fraud, including the following: theft, identity fraud, embezzlement, forgery, burglary, robbery, or any equivalent crime in another jurisdiction.

3. General relevance of criminal convictions to employment at DCDJFS and CSEA:

Even when a final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee or temporary service personnel will not, in the course of employment, have access to or use FTI, DCDJFS and CSEA will conduct an individualized analysis on a final candidate, employee, intermittent employee, county agency contractor/contract employee, or temporary service personnel's conviction history, as is set forth below.

4. Individualized analysis:

(a) Unless otherwise provided by federal or state law, to determine whether a final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel is or continues to be suitable for a position, DCDJFS and CSEA will conduct an analysis of the duties of the position and the crime(s) committed, along with the following, which is not intended to be an exclusive list:

- (1) Relationship of the criminal record to the type of FTI used or accessible in the position;
- (2) The nature of the work to be performed;
- (3) The time that has lapsed since the conviction;
- (4) The age of the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee or temporary service personnel at the time of the offense;
- (5) The seriousness and specific circumstances of the offense, including the type of harm that the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, temporary service personnel caused, and/or the legal elements involved in the specific crime committed;
- (6) The number of offenses;
- (7) Whether the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel has pending charges;
- (8) Any evidence of rehabilitation or contrition;
- (9) Any other relevant information, including that submitted by or on behalf of the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel, or other information obtained by DCDJFS and CSEA.

(b) Assessing a criminal background check with arrests: Since arrests are not evidence of the commission of a crime, they cannot serve as the basis for a denial of employment or continued employment. However, if the identity of the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel is confirmed, and if there is corroborating evidence of criminal activity involving acts identified in section VI, B, 2, above, these may be considered when performing the individualized analysis in determining suitability for a position with access to FTI.

The Delaware County Human Resources Department, DCDJFS and/or CSEA will determine from these factors, and other information deemed appropriate, whether there is a significant relationship between the duties that the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel would perform for DCDJFS and CSEA and the crime(s) committed and/or criminal record and whether this renders this individual unsuitable for the job or access to FTI as a matter of business necessity. The final decision whether to withdraw a conditional offer of employment or to seek termination of employment based on this analysis will be made by the Delaware County Human Resources Department, DCDJFS and/or and CSEA.

5. Notification of automatic disqualification or unsuitability.

(a) If the Delaware County Human Resources Department, DCDJFS and/or and CSEA determines in accordance with section VI, B, 1, above, that a final candidate, employee, current or prospective intermittent employee, county

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agency contractor/contract employee or temporary service personnel’s criminal record automatically disqualifies or renders the individual unsuitable or no longer suitable for the position, the individual will be notified immediately.

- (b) The final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee or temporary service personnel will be provided a copy of the background check information upon which the Delaware County Human Resources Department, DCDJFS and/or and CSEA relied, a copy of this policy, and will be provided the reason why the criminal record rendered this individual disqualified or unsuitable for employment with DCDJFS and CSEA.
- (c) The final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee or temporary service personnel will also be informed of the right to dispute the accuracy and/or relevancy of the criminal record within eight (8) business days. This individual may dispute the accuracy or relevancy of the criminal record by providing verified information indicating that the criminal record is inaccurate or by providing information that demonstrates the irrelevance of the criminal record to the duties of the position being sought or maintained.
- (d) Once the Delaware County Human Resources Department, DCDJFS and/or and CSEA has received the final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee or temporary service personnel’s dispute and accompanying information, the Delaware County Human Resources Department, DCDJFS and/or and CSEA shall make a final determination about the disqualification or suitability within two (2) business days. After a final decision has been made about the disqualification or suitability of a final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, temporary service personnel, there is no further appeal.

C. REPORTING OF KNOWN OFFENDERS

Should the results of the criminal background check disclose outstanding warrant(s), violation(s) of probation or parole, or any other similar outstanding actions against a final candidate, employee, current or prospective intermittent employee, county agency contractor/contract employee, or temporary service personnel any pertinent information supplied as part of the background check process will be forwarded to the Delaware County Prosecutor, for appropriate action on behalf of DCDJFS and CSEA.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**7
RESOLUTION NO. 19-790**

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND FIRST AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER CORNELL ABRAXAS GROUP, INC.:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract and first amendment with Cornell Abraxas Group, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and first amendment with Cornell Abraxas Group, Inc.:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Cornell Abraxas Group, Inc. 2775 State Route 39 Shelby, Ohio 44875	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)

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<p>This Agreement in effect from 09/01/2019-06/30/2020</p>	<p>F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
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**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND CORNELL ABRAXAS GROUP, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Cornell Abraxas Group, Inc. (“Provider”) (“First Amendment”) is entered into this August 15, 2019.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 09/01/19 through 06/30/20 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement shall have an initial service period of 09/01/19 through 06/30/20.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of

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requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS

Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature	Date
Printed Name	
Title	

- J. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering,

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proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.
2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 19-791

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

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

Transfer of Funds		
From	To	
22411601-5801	22511607-4601	\$10,181.00
Workforce Investment Act	JFS Workforce/Interfund Revenues	

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 19-792

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR GRACE’S PLACE:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Grace’s Place;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Grace’s Place:

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SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 15th day of August 2019, by and between **Romanelli Schrock Road Investments, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Final Subdivision Plat for Grace's Place** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Grace's Place Sanitary Sewer Improvements**, dated **June 12, 2019**, and approved by the County on **July 8, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **14** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$78,384.44**) 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.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance 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 and act against the performance surety for the purpose of proper completion of the Improvements for **Grace's Place Sanitary Sewer Improvements**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Grace's Place Sanitary Sewer Improvements (\$2,743.45)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Grace's Place Sanitary Sewer Improvements (\$6,663.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Grace's Place Sanitary Sewer Improvements** as required by the County.

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SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have 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, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the 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 to the construction and operation of the Improvements.

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. The 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.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.

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- (4) An Affidavit or waiver of lien from all contractors associated with the project 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 materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 19-793

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR NORTH FARMS SECTION 9:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for North Farms Section 9;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for North Farms Section 9 for submittal to the Ohio EPA for their approval.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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ADMINISTRATOR REPORTS

Mr. Frommer, County Administrator

- Attended the Pre-Hospital Care Board meeting yesterday.
- Attended the Delaware NOW meeting. They discussed the US23 Corridor Study.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- The Delaware Area Career Center will have their ribbon cutting ceremony this afternoon.
- Will be attending the COYC meeting this afternoon.
- The Benefit in the Barn will take place Saturday.

Commissioner Merrell

- The Land Bank met yesterday.
- Attended the Brown Township Trustee meeting on Tuesday evening. The Trustees in the County are doing a great job with their townships.
- The Career Center will hold their ribbon cutting ceremony at 3:00 PM today.
- On Saturday, the County will hold its annual softball tournament. Will have the pleasure of umpiring.
- Spoke to Karla Herron (Board of Elections) and she expressed concerns about power surges at their office.

Commissioner Lewis

- Will be attending a meeting with Columbus State this afternoon to discuss Workforce Development.

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RESOLUTION NO. 19-794

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISMISSAL; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; dismissal; discipline of a public employee or public official; to consider the purchase of property for public purposes; for pending or imminent litigation.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 19-795

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

12

RESOLUTION NO. 19-796

10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF THE LADDA #3 WATERSHED DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:05 A.M.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

12 continued

RESOLUTION NO. 19-797

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

12 continued

RESOLUTION NO. 19-798

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE LADDA #3 WATERSHED DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 12:06 P.M.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

12 continued

RESOLUTION NO. 19-799

IN THE MATTER OF THE COMMISSIONERS' DISMISSING THE LADDA #3 WATERSHED DRAINAGE IMPROVEMENT PETITION DUE TO THE COST EXCEEDS THE BENEFITS OF THE PROJECT:

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It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, on February 22, 2019 a Drainage Improvement Petition to the Ladda #3 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Board on **Monday May 20, 2019**, conducted a view of the proposed improvements; and

WHEREAS, the Board on **Thursday August 15, 2019**, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Ladda #3 Watershed Drainage Improvement; and

WHEREAS, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

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

Section 1. The Board hereby finds that (one or more of the following) the proposed improvement is not necessary, the proposed improvement will not be conducive to the public welfare, or the estimated cost of the proposed improvement will exceed the benefits derived if it is constructed. Accordingly, the Board hereby dismisses the Petition.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 3. This Resolution shall take immediate effect upon passage.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

12 continued

RESOLUTION NO. 19-800

IN THE MATTER OF APPROVING THAT THE COSTS INCURRED BY THE COUNTY ENGINEER IN MAKING PRELIMINARY REPORTS FOR THE LADDA #3 WATERSHED DRAINAGE IMPROVEMENT PETITION BE PAID FROM THE BOND OF THE PETITIONERS:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, pursuant to section 6131.09 of the Revised Code, the costs incurred by the engineer in making preliminary reports may be paid from the bond of the petitioners if the petition is dismissed at the first hearing, and any amount in excess of the bond shall be paid from county funds; and

WHEREAS, the Ladda #3 Watershed Drainage Improvement Petition filed by Annette Daniel and Others was dismissed by the Board of Commissioners at the first hearing;

NOW, THEREFORE BE IT RESOLVED that any and all costs incurred by the engineer in making preliminary reports for the Ladda #3 Watershed Drainage Improvement Petition filed by Annette Daniel and Others shall be paid from the bond of the petitioners. Any amount in excess of said bond shall be paid from county funds.

FURTHER BE IT RESOLVED, that the Commissioners approve establishing a new organization key for the cost incurred during the Ladda #3 Watershed Drainage Improvement Petition process 40311474.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 19-801

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; DISMISSAL OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

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Section 1. The Board hereby adjourns into executive session for consideration of appointment; dismissal of a public employee or public official.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

RESOLUTION NO. 19-802

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners