

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 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. Reconvening of Public Hearing For Consideration Of The Lifepoint Church Watershed Drainage Improvement Petition

10:15 A.M. Final Hearing For The Homestead At Scioto Reserve Section 1 Drainage Maintenance Improvement Petition Project

1
RESOLUTION NO. 19-814

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 19, 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 19, 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. 19-815

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0821, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0821 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0821:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0821, memo transfers in batch numbers MTAPR0821, Procurement Card Payments in batch number PCAPR0821 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1904277	TREASURER, STATE OF OHIO	PERMIT TO INSTALL APPLICATION FEE - PEACHBLOW PS	66711900 - 5410	\$15,100.00

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

4
RESOLUTION NO. 19-816

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF JULY 2019:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for July 2019;

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 accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of July 2019.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

RESOLUTION NO. 19-817

IN THE MATTER OF APPROVING A UTILITY EASEMENT AGREEMENT, BY AND BETWEEN THE BOARDS OF COUNTY COMMISSIONERS OF CHAMPAIGN COUNTY, DELAWARE COUNTY, MADISON COUNTY, AND UNION COUNTY, OHIO, AND THE UNION COUNTY COUNCIL OF GOVERNMENTS FOR AN EASEMENT ACROSS THE CENTRAL OHIO YOUTH CENTER SITE IN MARYSVILLE, OHIO:

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

WHEREAS, the Union County Council of Governments seeks to install a fiber optic line from the area near the STEM High School in Marysville to the City of Marysville’s water tower on the north side of the Central Ohio Youth Center Site; and

WHEREAS, the project has been presented to and approved by the Board of Trustees of the Central Ohio Youth Center; and

WHEREAS, the site is co-owned by Champaign, Delaware, Madison, and Union Counties, and an easement must be signed by each Board of County Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the following easement agreement:

EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made and signed, by and between the **BOARD OF COUNTY COMMISSIONERS, CHAMPAIGN COUNTY, OHIO**, elected officials of Champaign County, Ohio, with principal offices at 1512 U.S. Highway 68, Suite A100, Urbana, Ohio, 43078; the **BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, OHIO**, elected officials of Delaware County, Ohio, with principal offices at 101 N. Sandusky Street, Delaware, Ohio 43015; the **BOARD OF COUNTY COMMISSIONERS, MADISON COUNTY, OHIO**, elected officials of Madison County, Ohio, with principal offices at 1 North Main Street, London, Ohio, 43140; and the **BOARD OF COMMISSIONERS, UNION COUNTY, OHIO**, elected officials of Union County, Ohio, with principal offices at 223 West Sixth Street, Marysville, Ohio, 43040 (individually and collectively, "Grantor"), and **UNION COUNTY COUNCIL OF GOVERNMENTS**, an Ohio political subdivision, established under R.C. Ch. 167., with principal offices at 233 West Sixth Street, Marysville, Ohio 43040, its successors and assigns (the "Council") (Grantor and the Council are sometimes referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, each Grantor holds an undivided interest, as tenants in common, in the property described below; and

WHEREAS, each Grantor has authority under R.C. §307.10(C) to grant an easement to a political subdivision of the State of Ohio; and

WHEREAS, the Council is a political subdivision under R.C. §§9.22 and 2744.01; and

WHEREAS, the **BOARD OF COUNTY COMMISSIONERS, CHAMPAIGN COUNTY, OHIO**, by Resolution No. ----- adopted on August 20, 2019, approved this action; and

WHEREAS, the **BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, OHIO**, by Resolution No. 19-817 adopted on August 22, 2019, approved this action; and

WHEREAS, the **BOARD OF COUNTY COMMISSIONERS, MADISON COUNTY, OHIO**, by Resolution No. 082019-01 adopted on August 20, 2019, approved this action; and

WHEREAS, the **BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO**, by Resolution No. 19-337 adopted on August 20, 2019, approved this action;

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor, respectively for and on behalf of Champaign County, Delaware County, Madison County, and Union County, Ohio, their respective heirs, administrators, executors, trustees, successors and assigns and for and on behalf of anyone claiming by, thru, or under Grantor, does grant, bargain, sell and convey unto The Council, a perpetual,

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non-exclusive easement in, on, over, under, across and through a portion of the lands of Grantor, being located at 18100 State Route 4, the City of Marysville, County of Union, and the State of Ohio, and more particularly described as follows:

Situating in the State of Ohio, County of Union, Township of Paris, VMS 5392, in the City of Marysville; being part of the 7.50 acre tract conveyed to the Champaign County, Ohio, Delaware County, Ohio, Madison County, Ohio, and Union County, Ohio as recorded in Instrument # 201503170001933 of record in the Union County Recorder's Office, and being further described as follows:

Being an easement 10 feet in width and approximately 350 feet in length, measured along and immediately adjacent to the east edge of a 50-foot gas easement as recorded in Deed Volume 132 page 460 of record in the Union County Recorder's Office and referenced in a survey performed by James A. Page recorded in Survey Volume 16 page 482 of record in the Union County Engineer's Office, and across the entire frontage of the 7.50 acres.

Being part of Auditor's Parcel Account Number 29-0009021.0000 and Parcel Map Number 090-00-00-007.000.

The easement contains 0.08 acres, more or less.

The Utility Easement is depicted on Exhibit A, attached, and made a part hereof

The rights, benefits, privileges, and easements granted are to provide the Council and its representatives, employees, invites, contractors, and agents

- (i) A perpetual, non-exclusive right and easement ("Utility Easement") in, on, over, under, across and through the Grantor Property in the above-described Utility Easement for the construction, installation, operation, inspection, maintenance, repair, relocation, replacement, reconstruction, upgrade, and removal of fiber optic cable, fiber optic encasement, and fiber optic service facilities to be located within the Utility Easement Area ("Installations"), and
- (ii) A perpetual, non-exclusive easement for ingress and egress in, on, over, across and through the Grantor's Properties to and from the Utility Easement Area, and the street, roads, or highways abutting the grantors properties ("Access Easement"); the Utility Easement, and Access Easement are hereinafter sometimes collectively referred to as the "Easements"). The Easements granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Installations for the purposes described herein.

Grantor may use, occupy, and enjoy the Grantor Property, including, but not limited to, the Utility Easement Area, for any lawful purpose which does not interfere or threaten the safe, proper, or convenient use, occupancy, and enjoyment of the Easements by the Council; provided that Grantor shall not construct or install any permanent improvements on or in the Utility Easement Area, and shall take no other actions which would unreasonably impair the ability of the Council to install, construct, use, replace, reconstruct, maintain, and/or repair the Installations.

The Council covenants and agrees with Grantor that the Council shall use its reasonable efforts to avoid causing any damage to, or interference with any new or existing improvements in the Utility Easement Area or the Grantor Property and to minimize any unreasonable disruption or inconvenience to Grantor or any persons or entities who occupies Grantor Property.

Grantor shall reasonably maintain the Easement areas, excluding the Installations. The Council shall reasonably maintain the Installations. The Council shall be responsible to the Grantor for any damage which may result to the Grantor Property from the exercise of the Council's rights under the Easement, and the Council shall restore the Grantor Property to substantially the condition existing immediately before the damage.

The Council agrees that the rights granted by this easement will not supersede any existing easements, agreements, installations, or rights previously granted by the Grantor to other entities within this easement area, and that the Council's Installations will not impede, prohibit, or interfere with any other entities exercising their legal rights or privileges granted to them, by the Grantor.

The Council agrees to be solely responsible for its negligent acts or omissions in the performing its activities under this Agreement and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree this section is only a statement setting forth the limited responsibility of Council for its own acts of negligence or willful malfeasance and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the Grantor or any third party. The parties further agree that nothing contained herein shall be construed or interpreted as the Council consenting to be sued or further waiving its sovereign immunity or denying any remedy or defense available under the laws of the State of Ohio.

Grantor does covenant with the Council that it is lawfully seized and possessed of Grantor Property, that it has a good and lawful right to convey the easements, rights and privileges granted. Grantor further warrants that, to the best of its knowledge, the Easement areas have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment. Except as otherwise provided in this paragraph, this Easement is granted with no warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat related to the Grantor's Property, and all other easements, restrictions, conditions, encumbrances, and other matters of record.

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The rights, privileges and terms shall extend to and be binding upon the Grantor and the Council and their respective representatives, heirs, successors, and assigns, and shall bind the owners thereof and their successors and/or assigns.

It is expressly agreed that no breach of this Agreement shall entitle either Grantor or Council to cancel, rescind or otherwise terminate this Agreement. Neither this Agreement nor any acts of the Grantor or the Council shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.

This Agreement may be executed in one or more counterparts, which when signed by the Parties shall be collectively deemed one and the same Agreement.

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

6
RESOLUTION NO. 19-818

IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has a long history of cooperation with and support of the Delaware County Agricultural Society (the "Society") and the Delaware County Fair; and

WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County, all in accordance with section 307.07(B)(6) of the Revised Code;

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

Section 1. The Board approves accepting this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Economic Development Director, in consultation with and upon approval by the Delaware County Administrator, to cause distribution of said tickets to visiting dignitaries, in order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

Section 4. This Resolution shall take effect immediately upon adoption.

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

7
RESOLUTION NO. 19-819

IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GUIDE STUDIO INC., FOR A DELAWARE COUNTY CAMPUS SIGN PLAN:

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

WHEREAS, the Director of Communications recommends approval of a service agreement between the Delaware County Board of Commissioners and Guide Studio, Inc. for a Delaware County Campus Sign Plan;

NOW, THEREFORE, BE IT RESOLVED the Board hereby approves the following service agreement between the Delaware County Board of Commissioners and Guide Studio, Inc., for a Delaware County Campus Sign Plan:

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**SERVICES AGREEMENT
Delaware County Campus Sign Plan**

This Agreement is made and entered into this 22nd day of August, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Guide Studio, Inc., 13110 Shaker Square, Suite 101, Cleveland, Ohio 44120 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Delaware County Campus Sign Program Development
- 1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents attached hereto and, by this reference, fully incorporated into this Agreement:
Quote No. 2136 (dated July 22, 2019)

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Communications (“Project Manager”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, and suspension of the Services performed under this Agreement, provided however authority to approve increases in compensation and termination of Services shall be reserved to the Delaware County Administrator.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Quote noted in Section 1.2.
- 4.2 Total compensation under this Agreement shall not exceed Thirty-Two Thousand Five Hundred Dollars (\$32,500) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Quote.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Jane Hawes, Director of Communications

Address: 101 North Sandusky Street
Delaware, OH 43015

Telephone: 740-833-2109

Email: JHawes@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Guide Studio, Inc., Cathy Fromet, President

Address of Firm: 13110 Shaker Square, Suite 101

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City, State, Zip: Cleveland, OH 44120
 Telephone: 216-921-0750
 Email: cathy@guidestudio.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor's Quote.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the work in accordance with the Quote and the Project Schedule.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that Contractor is then in compliance with all other terms of the Agreement.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of this Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement.

10 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 10.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the project as contemplated at the time of executing this Agreement.
- 10.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

11 INDEMNIFICATION

- 11.1 To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, including the use or possession of the same by the County both during and after the performance of the Agreement and/or providing the Services.

12 INSURANCE

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- 12.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$300,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 12.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

13 MISCELLANEOUS TERMS AND CONDITIONS

- 13.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

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- 13.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 13.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 13.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

8
RESOLUTION NO. 19-820

IN THE MATTER OF REAPPOINTING MEMBERS TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:

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

WHEREAS, the Ohio Revised Code requires a Job and Family Services Community Planning Committee whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the commissioners and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provisions of social services and workforce development programs;

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

Section 1. The Board hereby approves waiving the requirement for posting the positions and approves proceeding directly to appointment.

Section 2. The Board of Commissioners hereby approves the reappointment of the following members to the Delaware County Job and Family Services Community Planning Committee for the terms specified herein:

Appointee	Term Ends
David Hejmanowski	October 4, 2022
Amy Hill	October 4, 2022
Kris Hodge	October 4, 2022
Greg York	October 4, 2022

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Section 3. The reappointments approved herein shall take effect on October 5, 2019.

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

9

RESOLUTION NO. 19-821

IN THE MATTER OF ADOPTING DELAWARE COUNTY COMMUNITY ENHANCEMENT GRANT PROGRAM REQUIREMENTS:

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

WHEREAS, the Director of Business Operations and Financial Management Department recommends the adoption of Community Enhancement Grant Program Requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Community Enhancement Grant Program Requirements:

**REQUIREMENTS, PROCESS AND PROCEDURE FOR AWARDING COMMISSIONERS'
COMMUNITY ENHANCEMENT GRANTS TO DESERVING DELAWARE COUNTY
CHARITABLE AGENCIES**

Mission Statement

The Delaware County Board of Commissioners desires to enhance the quality of life in Delaware County by awarding limited monetary grants to deserving charitable agencies within the county on the basis of the agencies' needs and the direct benefit they provide to the community. These grants will provide nonprofit organizations in the County a financial resource to complete specific projects designed to improve the delivery, quality, and efficiency of programs and services to Delaware county residents.

Fund Availability for Grants

The total amount available for grants will be determined as part of the annual budget prior to the application period. There will be no limit on the number of agencies allowed to apply, but the funding available will not increase or decrease based on the number of qualified applications. Additionally, there is no requirement that all the funds appropriated to this program shall be spent, therefore if there are not enough eligible projects to utilize the funds available, the remaining funds may be re-appropriated to other purposes in that fiscal year.

Application for a grant is no guarantee of funding. Each year there are more applicants and increases in the total amount requested. These grants are considered competitive and failure to receive funding in the current year does not preclude an organization's ability to apply in future years.

The awarding of community enhancement grants is within the sole discretion of the Board of Commissioners and will be made only upon consideration of written applications, and subject to the requirements and criteria set forth below.

Charitable Agency Definition

An eligible *charitable agency for this program* is defined as a not-for-profit corporation organized as a 501(c)(3) by the IRS OR an organization whose funds are managed by The Foundation for Delaware County which maintains a 501(c)(3) status for other organizations to take advantage of to support their charitable causes

“To be tax-exempt under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes¹ set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.”
(<https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations>)

Agency Qualification Criteria

While any non-profit / charitable organization in the County is welcome to apply for the grant, agencies that meet all or most of the criteria below will be given priority consideration:

1. Provide programs or services that benefit the Delaware County community as a whole, without regard to any recognized protected class.

¹ The exempt purposes set forth in section 501(c)(3) are charitable, religious, educational, scientific, literary, testing for public safety, fostering national or international amateur sports competition, and preventing cruelty to children or animals. The term charitable is used in its generally accepted legal sense and includes relief of the poor, the distressed, or the underprivileged; advancement of religion; advancement of education or science; erecting or maintaining public buildings, monuments, or works; lessening the burdens of government; lessening neighborhood tensions; eliminating prejudice and discrimination; defending human and civil rights secured by law; and combating community deterioration and juvenile delinquency.(<https://www.irs.gov/charities-non-profits/charitable-organizations/exempt-purposes-internal-revenue-code-section-501c3>)

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2. Be structured to support a need within the Delaware County community. Examples include: health, safety, morals, nutrition, families, children, education, senior citizens, finance, transportation, environment, culture, and neighborhood enhancement.
3. Maintain their respective 501(c)(3) status with the IRS.
4. Comply with all Ohio laws applicable to charitable agencies and is an agency eligible to receive funds appropriated by the Commissioners as defined under the following Ohio Revised Codes: 307.23, 307.26, 307.692, 307.76, 307.761, 307.85(A), 307.85(B), 1711.22 and 307.698.
5. Be directed by an active board of trustees who have no material conflicts of interest.
6. Have been in existence for at least three (3) years prior to application.
7. Have a stated policy of non-discrimination and comply with all federal and state laws and regulations on non-discrimination and equal opportunity.
8. Operating revenue of the organization, as reported on the most recent 990 report, must be less than \$2.5 million dollars.
9. Agree to be subject to audit to the extent necessary to ensure compliance with these eligibility criteria.

If there are any questions regarding these criteria and an organization's eligibility, those organizations are welcome to contact the Commissioners' Office by phone at (740) 833-2100

Grant Request Qualification Criteria

Grant requests must meet the following criteria:

1. Project must be ready to be completed within the calendar year of the grant award.
2. Monies requested must not be used to fund operating expenses.
3. Requests are limited to one project per agency. Requests made for multiple projects with the intent for the Commissioners to choose one, or multiple projects, will not be considered.

Priority for awards will be given to those organizations that have a project that can be considered a "one time" project or capital improvement that enhances the community or the organization's ability to serve the County.

Consideration may be given to those organizations that have not received funding in the past in an effort to spread these funds to as many organizations as possible. While winning an award will not disqualify an agency from receiving an award in the current fiscal year, it will be a consideration made by the Commissioners during the deliberation process.

Community Enhancement Program Advertising and Timeline

The request for grant applications will be advertised in the local newspaper(s), on the Commissioners' website and on social media (e.g. Facebook, Twitter, etc.). In addition to these public notices, emails (if an email address is on file) or letters will be sent to prior award applicants to let them know that applications are being considered. The application notice will include this document and a required cover page that must be submitted with the application. (See Exhibit A). The application period will be open for three weeks. Once the applications period is closed, the grant requests will be reviewed and presented to the Commissioners. Within three weeks of the application period close date, the Commissioners' Office will determine which projects meet the criteria set forth in this document, and those agencies with eligible projects will be invited to a Commissioners' work session to provide a 15 minute presentation to the Commissioners about their project. Please note: the 15 minutes will include question and answer time with the Commissioners. Within four weeks of that presentation, the agencies receiving grant awards will be notified and the projects being funded will be announced publically.

Grant applications will not be considered if submitted after the deadline. All materials that will be presented to the Commissioners during the 15 minute presentation must be submitted with the grant application.

Grant Funds Distribution

Awards made by the Commissioners are considered reimbursement grants. Once the agency expends the funds, they will submit an invoice to the Commissioners' Office for reimbursement. The reimbursement request will include the invoice paid in relation to the project and proof of payment (cancelled check, bank statement, etc). Please note: the Commissioners' Office will not pay the contractors or other payees for the projects directly. Funds will only be dispersed to the agencies awarded grants and only after those agencies have paid the appropriate payees.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

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-Attended a breakfast that was made by Director Bob Anderson and his staff to celebrate his one year anniversary of employment with Delaware County.

13

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- The Public Defender discussion on Tuesday evening was very much appreciated. The Judges attending gave much thought to the discussion.
- Will be attending the Records Commission meeting tomorrow morning.

Commissioner Merrell

- Thought the discussion on Tuesday was outstanding. Would like a timeline of what happens next.
- Will be attending the CORSA meeting tomorrow.
- Will be attending the Legislative Update tomorrow at SourcePoint.

Commissioner Lewis

- Thought the Public Defender discussion was very good.
- Attended the Bridges/Community Action meeting yesterday.

14

RESOLUTION NO. 19-822

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

It was moved by Mr. Benton, seconded by Mr. Merrell 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 employment; promotion of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 19-823

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 Mrs. Lewis Aye Mr. Benton Aye

10

RESOLUTION NO. 19-824

10:00A.M. RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF THE LIFEPOINT CHURCH WATERSHED DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Merrell, seconded by Mr. Benton to reconvening the hearing at 10:17 A.M.

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

10 continued

RESOLUTION NO. 19-825

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE LIFEPOINT CHURCH WATERSHED DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:18A.M.

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

10 continued

RESOLUTION NO. 19-826

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IN THE MATTER OF THE COMMISSIONERS' DISMISSING THE LIFEPOINT CHURCH WATERSHED DRAINAGE IMPROVEMENT PETITION DUE TO THE PROJECT IS NOT NECESSARY:

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

WHEREAS, on February 26, 2019 a Drainage Improvement Petition to the Lifepoint Church Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Board on Monday May 6, 2019, conducted a view of the proposed improvements; and

WHEREAS, the Board on Thursday June 6, 2019, opened a public hearing, and continued said hearing to Thursday August 22, 2019, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Lifepoint Church 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 Mr. Benton Aye Mrs. Lewis Aye

10 continued

RESOLUTION NO. 19-627

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

It was moved by Mr. Merrell, seconded by Mr. Benton 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 Lifepoint Church Watershed Drainage Improvement Petition filed by Lifepoint Church 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 Lifepoint Church 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 Lifepoint Church Watershed Drainage Improvement Petition process 40311473.

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

11

RESOLUTION NO. 19-828

10:15A.M. FINAL HEARING FOR THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PROJECT:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:19 A.M..

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

11 continued

RESOLUTION NO. 19-829

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. Merrell, seconded by Mr. Benton 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

11 continued

RESOLUTION NO. 19- 830

IN THE MATTER OF SETTING DATE AND TIME FOR THE CONTINUATION OF THE PUBLIC HEARING FOR CONSIDERATION OF THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PROJECT:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve that Monday, September 9, 2019 at 8:30 A.M., at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the continuation of the first hearing on the Homestead at Scioto Reserve Section 1 Drainage Maintenance Improvement Project.

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

14

RESOLUTION NO. 19-831

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

It was moved by Mr. Benton, seconded by Mr. Merrell 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 employment; promotion of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 19-832

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners