

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 1, 2020**

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

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

10:00 A.M. Reconvene Public Hearing For Consideration Of The Zerbe-O’Keefe #265 Drainage Improvement Petition (Public Participation In This Hearing Will Be Taking Place Only By Virtual Means)

1
RESOLUTION NO. 20-869

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 28, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on September 28, 2020; 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
RESOLUTION NO. 20-870

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0930:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0930 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2004381	XYLEM WATER SOLUTIONS USA INC	PUMP REBUILD KITS FOR LAKES OF POWELL	66211900 - 5228	\$7,995.92
R2004392	JACK DOHENY SUPPLIES OHIO INC	RES # 20-840	66211900 - 5450	\$217,475.00
R2004393	JWC ENVIRONMENTAL INC	REPLACEMENT GRINDER FOR OECC HEADWORKS	66211900 - 5450	\$18,360.51
R2004398	SCHINDLER ELEVATOR CORPORATION	ELEVATOR DOOR UPGRADE - JAIL	40111402 - 5328	\$17,500.00
R2004405	AG-PRO OHIO LLC	NORTHSTAR	66211900 - 5450	\$5,005.00

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

3
RESOLUTION NO. 20-871

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS RECOGNIZING OCTOBER 2020 AS DOMESTIC VIOLENCE AWARENESS MONTH IN DELAWARE COUNTY:

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

WHEREAS, Delaware County affirms October as Domestic Violence Awareness Month;

NOW, THEREFORE, BE IT PROCLAIMED Delaware County recognizes that domestic violence happens in every county in our great nation. Domestic violence is blind to gender, race, and socioeconomic status. It can affect anyone at any time;

FURTHER BE IT PROCLAIMED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, Our community is dedicated to supporting those affected by domestic violence and abuse of any kind. We

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want victims to know they are not alone. We are proud to have many programs and organizations in Delaware County dedicated to helping victims heal from abusive situations. Love should not hurt.

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

4
SUSIE BIBLER, EXECUTIVE DIRECTOR MAIN STREET DELAWARE
Updates On Welcome Center Groundbreaking

5
RESOLUTION NO. 20-872

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENTS FOR THE PETITIONER, AARON UNDERHILL, ESQ., DAVID HODGE, ESQ., AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 8.897 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following resolution:

WHEREAS, on September 1, 2020, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Aaron Underhill, Esq., David Hodge, Esq., and Eric Zartman, Esq., agents for the petitioners, requesting annexation of 8.897 acres, more or less, from Liberty Township to the City of Powell; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 8.897 acres, more or less, from Liberty Township to the City of Powell.

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

6
RESOLUTION NO. 20-873

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE BOARD OF ELECTIONS:

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

Transfer of Appropriation

From	To	
22616107-5450	22616107-5260	15,143.31
CARES ACT 2020/Machinery & Equipment	CARES ACT 2020/Inventoried Tools	

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

7
RESOLUTION NO. 20-874

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT AND FIRST AMENDMENT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND MENDEDE REEDS, INC.:

It was moved by Mr. Merrell seconded by Mrs. Lewis 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 Mended Reeds, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the following contract and first amendment with Mended Reeds, Inc. for Child Care Placement Services:

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Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Mended Reeds, Inc. 700 Park Avenue Ironton, Ohio 45638</p> <p>This Agreement in effect from October 1, 2020 through June 30, 2021.</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**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 MENDED REEDS, 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 Mended Reeds, Inc. (“Provider”) (“First Amendment”) is entered into this October 1, 2020.

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 October 1, 2020 through June 30, 2021 (“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 October 1, 2020 through June 30, 2021.

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.

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- 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 requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@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

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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, 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

**8
RESOLUTION NO. 20-875**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE DOG WARDEN:

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

Transfer of Appropriation

From	To	
20411305-5201	20411305-5450	1,500.00
Dog and Kennel/General Supplies	Dog and Kennel/Machinery and Equipment	
20411305-5260	20411305-5450	500.00
Dog and Kennel/Inventoried Tools	Dog and Kennel/Machinery and Equipment	
20411305-5305	20411305-5450	935.00
Dog and Kennel/Training	Dog and Kennel/Machinery and Equipment	
20411305-5342	20411305-5450	3,000.00
Dog and Kennel/Medical Services	Dog and Kennel/Machinery and Equipment	

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

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For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in this hearing Will Be Taking Place Only By Virtual Means

9**RESOLUTION NO. 20-876**

10:00A.M. - PUBLIC HEARING FOR CONSIDERATION OF THE ZERBE-O'KEEFE #265 DRAINAGE IMPROVEMENT PETITION FILED BY GARY GRAHAM AND LINDA GRAHAM AND OTHERS:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to open the hearing at 10:04 A.M..

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

9 continued**RESOLUTION NO. 20-877**

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 Mrs. Lewis, 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

9 continued**RESOLUTION NO. 20-878**

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE ZERBE-O'KEEFE #265 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT TO THURSDAY JUNE 10, 2021 AT 10:00A.M.:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to continue the public hearing to address Zerbe-O'Keefe #265 Watershed Drainage Improvement Petition Project to **Thursday June 10, 2021 at 10:00A.M.**

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

10**ADMINISTRATOR REPORTS**

No reports.

11**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

-No reports.

Commissioner Lewis

-No reports.

Commissioner Benton

-Presented the Second Ward Initiative with keys to a van for them to use. The funds were available thru the Community Block Grant from the State of Ohio.

-Will be attending the MORPC executive committee meeting this afternoon.

12**RESOLUTION NO. 20-879**

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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

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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 of a public employee or public official.

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

Resolution No. 20-870 was not utilized.

RESOLUTION NO. 20-871

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners