

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 22, 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 A Petition From The Lake-Of-The-Woods Water Company Requesting Dedication Of A 3.136-Acre Segment Of Duncan’s Glen Drive As A Public Right-Of-Way (Public Participation In Hearing, Will Be Taking Place Only By Virtual Means)

1
RESOLUTION NO. 20-926

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 19, 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 October 19, 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. 20-927

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1021 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1021:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1021, Procurement Card Payments in batch number PCAPR1021 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2004526	ORANGE TOWNSHIP TRUSTEES	LEWIS CENTER MEDIC 10 LEASE 10 10 2020-10 19 2021	10011303 - 5335	\$ 8,640.00
R2004576	XYBIX SYSTEMS INC	XYBIX CONSOLE MAINTENANCE	21411306 - 5325	\$ 9,232.68
R2004597	WOLVERINE COACH INC	DOG BOX	20411305 - 5450	\$ 5,935.00

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

3
PRESENTATION:
TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES
DUANE MATLACK, CHIEF BUILDING OFFICIAL
Renaming Of The Code Compliance Department To The Department Of Building Safety

4
RESOLUTION NO. 20-928

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR THE COURTYARDS AT CLEAR CREEK SECTION 2 PHASES A & B:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for The Courtyards at Clear Creek Section 2 Phases A & B;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for The Courtyards at Clear Creek Section 2 Phases A & B:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 22nd day of October 2020, by and between **Epcor Clear Creek, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by **The Courtyards at Clear Creek Section 2 Phase A and The Courtyards at Clear Creek Section 2 Phase B** Subdivision Plats on said development parcel 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 Section 2, Phases A & B of the **Sanitary Sewer Improvements Plan for The Courtyards at Clear Creek Section 2, Phases A & B, and Section 3**, dated **September 11, 2020**, and approved by the County on **September 28, 2020**, 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 **48** 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 (**\$126,100.00**) 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 Section 2, Phases A & B of the **Sanitary Sewer Improvements Plan for The Courtyards at Clear Creek Section 2, Phases A & B, and Section 3**.

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 Section 2, Phases A & B in the **Sanitary Sewer Improvements Plan for The Courtyards at Clear Creek Section 2, Phases A & B, and Section 3 (\$4,413.50)**. 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 **Sanitary Sewer Improvements Plan for The Courtyards at Clear Creek Section 2, Phases A & B (\$10,718.50)**. 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

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Sanitary Sewer Improvements Plan for The Courtyards at Clear Creek Section 2, Phases A & B as required by the County.

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.
- (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.

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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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

5

RESOLUTION NO. 20-929

IN THE MATTER OF APPROVING TRANSFERS OF FUNDS FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Funds

From:	To:	
66211900-5801 SRF-Cash Transfers	66711900-4601 Capital/Interfund Revenues	\$4,578,100.00
66211900-5801 SRF-Cash Transfers	66711900-4601 Capital/Interfund Revenues	\$496,900.00
66211900-5801 SRF-Cash Transfers	66611900-4601 URF O&M Fund/Interfund Revenues	\$10,275,000.00

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

6

RESOLUTION NO. 20-930

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

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

Supplemental Appropriation

10016101-5001	Board of Elections/Compensation	400,000.00
10016101-5102	Board of Elections/Workers Comp	4,000.00
10016101-5120	Board of Elections/OPERS	55,200.00
10016101-5131	Board of Elections/Medicare	5,300.00

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

7

RESOLUTION NO. 20-931

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A COVID-19 RESPONSE GRANT APPLICATION FOR THE DELAWARE COUNTY BOARD OF ELECTIONS FROM THE CENTER FOR TECH AND CIVIC LIFE (CTCL):

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

WHEREAS, the Center for Tech and Civic Life (CTCL) has made available grant funding for temporary staffing, support of early in-person voting, maintaining in-person early voting sites, and deploying additional staff and/or technology improvements to expedite and improve mail ballot processing; and

WHEREAS, the Delaware County Board of Elections wishes to apply for grant funding from the Center for

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Tech and Civic Life (CTCL) for temporary staffing expenses; and

WHEREAS, matching funds are not required;

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves a grant application to the Center for Tech and Civic Life (CTCL) for the Board of Elections:

Grant # -To Be Determined
Source: -The Center for Tech and Civic Life (CTCL)
Grant Period: -The Grant is to cover certain 2020 expenses incurred between June 15, 2020 and December 31, 2020.

Total Grant Amount: \$ -To Be Determined

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

8 RESOLUTION NO. 20-932

IN THE MATTER OF APPROVING THE PROGRAM YEAR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT B-F-20-1AT-1 WITH THE OHIO DEVELOPMENT SERVICES AGENCY:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Grant Agreement B-F-20-1AT-1:

WHEREAS, Delaware County Board of Commissioners Resolution No. 20-478 authorized the Economic Development Director to submit a Program Year 2020 Community Development Block Grant application to the Ohio Development Services Agency for funding consideration; and

WHEREAS, the Ohio Development Services Agency approved the application and provided a Grant Agreement, which must be accepted before project funding can begin;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves Grant Agreement B-F-20-1AT-1 for the PY2020 Community Development Block Grant and authorizes the President of the Board to execute the Grant Agreement and any administrative documents in support thereof.

PY 2020 Community Development Program
State of Ohio
Community Development Block Grant (CDBG) Program
Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency (the "Grantor") and Delaware County Board of Commissioners (the "Grantee") for the period September 1, 2020 to October 31, 2022.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- 1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$274,000 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above, and undertaking the Project(s) as listed in Attachment A: Scope of Work and Budget, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment

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B: Program Requirements, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **OCD 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available

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for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis- Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive**, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

16. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. **Termination**
 - a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations

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- under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
 - b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
- 19. Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
- 20. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
- 21. Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 22. Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and

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understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
 - c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
 - d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
 - e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

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- i. In the case of Grantor, to:

Ohio Development Services Agency Office of Community Development
77 South High Street, P.O. Box 1001 Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:

Delaware County Board of Commissioners
101 N Sandusky St Delaware OH 43015
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy**.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information found in **OCD 15-01: Responsibility for Grant Administration**.
- j. **Permissible Expenses.** If “travel expenses,” as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Delaware County Board of Commissioners
Address	101 N Sandusky St Delaware OH 43015
County	Delaware
Phone	
Vendor ID	0000056163

Grant Information	
CFDA	14.228
FTI Number	31-6400065
Program	Community Development Program
Grant Number	B-F-20-1AT-1
Grant Award	\$274,000

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Grant Dates	
Award Date	September 1, 2020
Work Completion Date	August 31, 2022
Draw Date	September 30, 2022
Grant Completion Date	October 31, 2022

Project Description

Delaware County will use its PY 2020 Allocation funding to assist Kilbourne CDP with four activities: 1) installation of two parking lots, creating 61 parking spaces over 7,023 SF of pavement; 2) installation 1,645 LF of HDPE pipe and seven (7) catch basins throughout the residential area; 3) installation 819 LF of sidewalks along Main Street; and 4) improvements of Pearl Street, including the addition of 300 LF and widening the street by five (5) feet. The project costs total \$569,000, and Browntown Investment Group, LLC will contribute \$325,000 in matching funds. Allocation funds will also be used for a Standard Fair Housing Program and general administration.

Source of Funds

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Browntown Investment Group LLC	\$325,000	Private Funds	Grant		
Grant Funds	\$274,000				

Awarded Program Budget

Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount
1-Administration and Fairhousing/ 1-Fair Housing Program	\$3,000	\$3,000	\$0	
1-Administration and Fairhousing/ 2-General Admin	\$27,000	\$27,000	\$0	
2-Kilbourne Improvements/ 1- Flood & Drainage Facilities	\$170,000	\$70,800	\$99,200	Browntown Investment Group LLC
2-Kilbourne Improvements/ 2- Parking Facilities	\$290,000	\$122,000	\$168,000	Browntown Investment Group LLC
2-Kilbourne Improvements/ 3- Sidewalk Improvements	\$40,000	\$20,000	\$20,000	Browntown Investment Group LLC
2-Kilbourne Improvements/ 4- Street Improvements	\$69,000	\$31,200	\$37,800	Browntown Investment Group LLC
Total Awarded:	\$599,000	\$274,000	\$325,000	

Admin FH	LMI Benefit	Public Service
10.94 %	100.00 %	0.00 %

Program Data

Program Location	Beneficiaries	LMI Percent	National Objective
Kilbourne Improvements	160	71.88 %	Area Wide Benefit (LMA)

Service Area

Project Name	Activity Qualified	Census Tract Number/ Benefitting Jurisdiction	Block Group Number
2-Kilbourne Improvements	Census	Kilbourne CDP	ALL

Program Outcomes

Program Location	Projected Outcomes
1-Administration Fair Housing Program	1 Standard Fair Housing Program
2-Project Sidewalk Improvements	819 Linear Feet
2-Project Street Improvements	300 Linear Feet
2-Project Parking Facilities	61 Parking Spaces

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2-Project Parking Facilities	7,023 Square Feet of Pavement / Landscaping
2-Project Flood & Drainage Facilities	7 Culverts / Catch Basins Installed
2-Project Flood & Drainage Facilities	1,645 Linear Feet

Attachment B: Program Requirements

Community Development Block Grant Program

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.

2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **February 15, 2021**, for all PY 2020 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide written notification if Grantee fails to meet the **February 15, 2021** deadline. Failure to meet the **February 15, 2021** deadline may reduce the likelihood Grantor will approve any request for extension or amendment of the Agreement. Failure to meet the **February 15, 2021** deadline will also affect the Grantee's administrative capacity rating, which may impact the Grantee's ability to apply successfully for competitive OCD-funded programs.

3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in the Scope of Work. In no case may expenditures be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Development Services Agency (ODSA) website here: https://development.ohio.gov/cs/cs_ocp.htm.
 - b. Amendments to the Scope of Work must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the ODSA website here: https://development.ohio.gov/cs/cs_ocp.htm. Additional information found in **OCD Program Policy 20-01: Grant Operations and Financial Management Policy**.
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

4. **Fair Housing Requirements.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program funds.

Grantee shall:

- a. Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCD's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.

- b. Conduct or update an analysis of impediments to fair housing choice (AI). The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and

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include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCD-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.

- c. Establish and implement a process to receive fair housing complaints and refer cases to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), referral date and any follow-up action.
- d. Design a fair housing training program that includes presentations to:
 - 1. Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities;
 - 2. A minimum of three civic groups, organizations, or schools (per calendar year during the grant period);
 - 3. Participants in homebuyer education programs associated with Homeownership Assistance activities; and
 - 4. Property owners who participate in rental repair/rehabilitation projects.

Records for each training session must contain an agenda, sign-in sheet, minutes and a description of the audience.

- e. Develop and distribute fair housing information and materials (e.g. posters, pamphlets, brochures or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g. county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include five additional area agencies, organizations or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.
 - f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCD for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
 - g. Ensure projects funded wholly or in part with HOME, CDBG, or NTF funds comply with **24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA)**.
5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with **OCD 15-04: Program Income Policy**, incorporated by reference herein.
6. **Program Completion Agreements.** All projects, as identified in the Scope of Work, must be completed, i.e., work finished, by **August 31, 2022**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **August 31, 2022**.
7. **Drawdown Requests.** All drawdown requests from Grantee for the Grant Funds under this Agreement must be received by Grantor by **September 30, 2022**.
8. **Closeout Requirements.**
- a. Final Performance Reports for Grantee's program, as described in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference to this Agreement, must be submitted to Grantor by **October 31, 2022**.
 - b. Audit reports must be submitted according to the timeframes and procedures set in Reporting Requirements.

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9. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti- Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

- a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>);
 - b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
 - c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.
10. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current **Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook**. The OCD Housing Handbook can be found on the OCD Technical Assistance website at: <https://development.force.com/OCDTA/s/>.

Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

11. **Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:
- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR 35.130** and get a receipt from the occupant that they have received the pamphlet.
 - b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
 - c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
 - d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantor personnel upon request.
 - e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.

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- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
 - g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
 - h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
 - 1. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 2. That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 3. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 4. That the contractor:
 - a. Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
 - b. Shall provide such documentation to Grantor personnel upon request.
 - 5. That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the **HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing**; and who fails to correct the inconsistent work practices.
 - 6. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
 - 7. That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
 - 8. That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.
12. **Revolving Loan Funds.** The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Community Development Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.
13. **Expenditure of Funds.** Any CDBG Critical Infrastructure Program grant funds committed to a Community Development Program project as match must be expended on a pro-rata basis with other private and public funds committed to this project as described in the Scope of Work. Any Allocation funds committed to a Critical Infrastructure project may be expended in full and are not subject to the pro-rata requirement. Grantee must keep appropriate documentation of these expenditures on file to show compliance. Examples are provided in

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OCD 19-03: Pro-Rata Requirements for Office of Community Development Programs.

If the Scope of Work includes Neighborhood Revitalization Program funds, the Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A of this agreement. Modification to the financing structure may affect the grant award to the Grantee.

14. **Universal Identifier and Central Contractor Registration.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the federal Central Contractor Registry (CCR) through the System for Award Management (SAM) as required by **2 CFR Part 25**. Information on registration is available at www.sam.gov.

Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 30 days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in **2 CFR 200**.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per **2 CFR 200.333**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

Attachment D: Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee. Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons as a result of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (**42 U.S.C. 4601**), and implementing regulations at **49 CFR part 24**.
5. It will certify that it will comply with section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)**, and implementing regulations at **24 CFR part 135**.
6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of **§570.486** and **42 U.S. Code § 5304**.
7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.

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9. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all or part of special assessments levied against a property when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

- a. The assessment represents that property's share of the capital cost of the improvements;
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with **title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)**, **the Fair Housing Act (42 U.S.C. 3601- 3619)** and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of **24 CFR 35, subparts A, B, J, K, and R**.
12. It will comply with all applicable laws.
13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 - a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by **41 U.S.C. 1908**, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under **41 CFR Part 60**, all contracts that meet the definition of "federally assisted construction contract" in **41 CFR Part 60-1.3** must include the equal opportunity clause provided under **41 CFR 60-1.4(b)**, in accordance with **Executive Order 11246**, "Equal Employment Opportunity" (**30 FR**

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12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- d. Davis-Bacon Act, as amended (**40 U.S.C. 3141-3148**). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (**40 U.S.C. 3141-3144, and 3146-3148**) as supplemented by Department of Labor regulations (**29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”**). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (**29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”**). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (**40 U.S.C. 3701-3708**). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with **40 U.S.C. 3702 and 3704**, as supplemented by Department of Labor regulations (**29 CFR Part 5**). Under **40 U.S.C. 3702 of the Act**, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of **40 U.S.C. 3704** are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under **37 CFR §401.2 (a)** and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of **37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,”** and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (**42 U.S.C. 7401-7671q**) and the Federal Water Pollution Control Act (**33 U.S.C. 1251-1387**), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (**42 U.S.C. 7401-7671q**) and the Federal Water Pollution Control Act as amended (**33 U.S.C. 1251-1387**). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (**Executive Orders 12549 and 12689**)—A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR part 1986 Comp., p. 189**) and 12689 (**3 CFR part 1989 Comp., p. 235**), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)—Contractors that apply or bid for an

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award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- j. See **§200.322** Procurement of recovered materials.

Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).
6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

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modification of any Federal Contract, grant, loan, or cooperative agreement;

- b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

9

RESOLUTION NO. 20-933

IN THE MATTER OF APPROVING RE-APPOINTMENT TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Board of Building Appeals (the "BBA"), pursuant to section 307.381 of the Revised Code; and

WHEREAS, the term for Board member Jim Barnett (BBA 5) will expire on December 31, 2020, and Mr. Barnett has applied for reappointment; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the "Policy"), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint a current member of the BBA;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the reappointment of the following member to the BBA for the term specified herein:

Position	Appointee	Term Ends
BBA 5	Jim Barnett	December 31, 2025

Section 3. The reappointment of Mr. Barnett shall be effective January 1, 2021.

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

10

RESOLUTION NO. 20-934

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Board of Zoning Appeals (the "BZA"), pursuant to section 303.13 of the Revised Code; and

WHEREAS, the term for Board member Teresa Watkins will expire on December 31, 2020, and Ms. Watkins has applied for reappointment; and

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WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint a current member of the BZA;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the BZA and for the term specified herein:

Position	Appointee	Term Commences	Term Ends
BZA-5	Teresa Watkins	January 1, 2021	December 31, 2025

Section 3. The re-appointment approved in this Resolution shall take effect on January 1, 2021.

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

11

RESOLUTION NO. 20-935

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Brenda Manley (RZC-5) will expire on December 31, 2020, and Ms. Manley has communicated a request to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint a current member of the RZC;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the RZC and for the term specified herein:

Position	Appointee	Term Commences	Term Ends
RZC-5	Brenda Manley	January 1, 2021	December 31, 2025

Section 3. The re-appointment approved in this Resolution shall take effect on January 1, 2021.

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

12

RESOLUTION NO. 20-936

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR FLEXIBLE SPENDING ACCOUNTS:

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

Supplemental Appropriation

60211925-5370 Flexible Spending Accounts/Insurance Premiums & Claims 50,000.00

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

13

RESOLUTION NO. 20-937

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY SAFETY GRANT FUNDS TO PURCHASE BINDER LIFTS AND EXERCISE EQUIPMENT FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 13-581 dated June 3, 2013, adopted a policy for the use of County Workers’ Compensation Self Insurance funds to allow departments to apply for internal safety grants; and

WHEREAS, the EMS Department has applied for, and the Safety Grant Review Committee has recommended approval of, Grant Funds, not to exceed Ten Thousand Five Hundred Dollars, to purchase Binder Lifts to equip County MEDIC units of the Emergency Medical Services Department and Grant Funds, not to exceed Eight Thousand Five Hundred Dollars, to purchase additional exercise equipment for each Medic Station;

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners hereby approves Safety Grant Funds, not to exceed Nineteen Thousand Dollars, to purchase Binder Lifts and Exercise Equipment for the Emergency Medical Services Department.

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

14

RESOLUTION NO. 20-938

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR SELF-INSURED WORKERS COMP:

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

Supplemental Appropriation

61311923-5201 Self-Insured Workers Comp/General Supplies & Equip \$19,000.00

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

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

15

RESOLUTION NO. 20-939

10:00A.M. RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS WATER COMPANY REQUESTING DEDICATION OF A 3.136-ACRE SEGMENT OF DUNCAN’S GLEN DRIVE AS A PUBLIC RIGHT-OF-WAY:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to reconvene the hearing at 10:12 A.M..

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

15 continued

RESOLUTION NO. 20-940

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 Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules

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Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio.

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

15 continued

RESOLUTION NO. 20-941

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS WATER COMPANY REQUESTING DEDICATION OF A 3.136-ACRE SEGMENT OF DUNCAN’S GLEN DRIVE AS A PUBLIC RIGHT-OF-WAY TO THURSDAY AUGUST 5, 2021 AT 10:00A.M.:

It was moved by Mr. Merrell, seconded by Mr. Benton to continue the public hearing for consideration of a petition from The Lake-Of-The-Woods Water Company requesting dedication of a 3.136-acre segment of Duncan’s Glen Drive as a Public Right-Of-Way to **Thursday August 5, 2021 at 10:00A.M. at the Commissioners’ Hearing Room, 91 North Sandusky Street, Delaware, Ohio 43015.**

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

16

RESOLUTION NO. 20-942

IN THE MATTER OF RATIFYING THE PLANS, SPECIFICATIONS, ESTIMATES OF COST, BOUNDARIES OF THE ASSESSMENT DISTRICT, AND TENTATIVE ASSESSMENTS FOR, AND PROCEEDING WITH, THE SANITARY SEWER IMPROVEMENTS FOR THE RIVERBY ESTATES SUBDIVISION AND CONDOS AT RIVERBY AND AUTHORIZING APPROVAL AND EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF DELAWARE AND THE DELAWARE COUNTY FINANCE AUTHORITY:

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

WHEREAS, pursuant to section 6117.06(A) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may declare that sanitary sewer improvements are necessary for the preservation and promotion of the public health and welfare and determine whether special assessments are to be levied and collected to pay any part of the cost of the improvement; and

WHEREAS, on March 22, 2019, the Board received a Petition to Improve and Connect to Public Sanitary Facility and Apportion Costs for the Improvements, filed by Anne Brandyberry and others for the Riverby Estates Subdivision and Condos at Riverby (the “Petition”); and

WHEREAS, on June 27, 2019, the Board adopted Resolution No. 19-619, denying the Petition because it failed to meet the requirements of section 6117.28 of the Revised Code; and

WHEREAS, on July 18, 2019, the Board conducted a public hearing on determining the necessity of the improvements requested in the Petition; and

WHEREAS, on July 29, 2019, the Board adopted Resolution No. 19-723, determining that the proposed sanitary sewer improvements for the Riverby Estates Subdivision and Condos at Riverby (the “Improvements”) are necessary and directing the Sanitary Engineer, in consultation with the City of Delaware, to prepare, or cause preparation of, plans, specifications, estimates of cost, tentative assessments, and financing plans for the Improvements; and

WHEREAS, the Sanitary Engineer submitted the prepared plans, specifications, estimated project construction and connection cost of \$1,179,270, and tentative assessments to the Board for consideration; and

WHEREAS, on August 17, 2020, the Board conducted a public hearing on the Improvements, pursuant to section 6117.06 of the Revised Code, to receive objections to or endorsements of the Improvements, their character and termini, the boundaries of the assessment district, or the tentative assessments; and

WHEREAS, the five day period during which written objections may be filed has expired, with no objections, and the Board is prepared the improvement resolution for the Improvements, as contemplated in section 6117.07 of the Revised Code;

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

Section 1. The Board hereby ratifies the plans, specifications, estimated project construction and connection cost of \$1,179,270, boundaries of the assessment district, and the schedule of tentative assessments for the Improvements. The schedule of tentative assessments is based on the overall project cost, including estimated interest, issuance costs, and other soft costs, of \$1,332,353.93. A depiction of the assessment district is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

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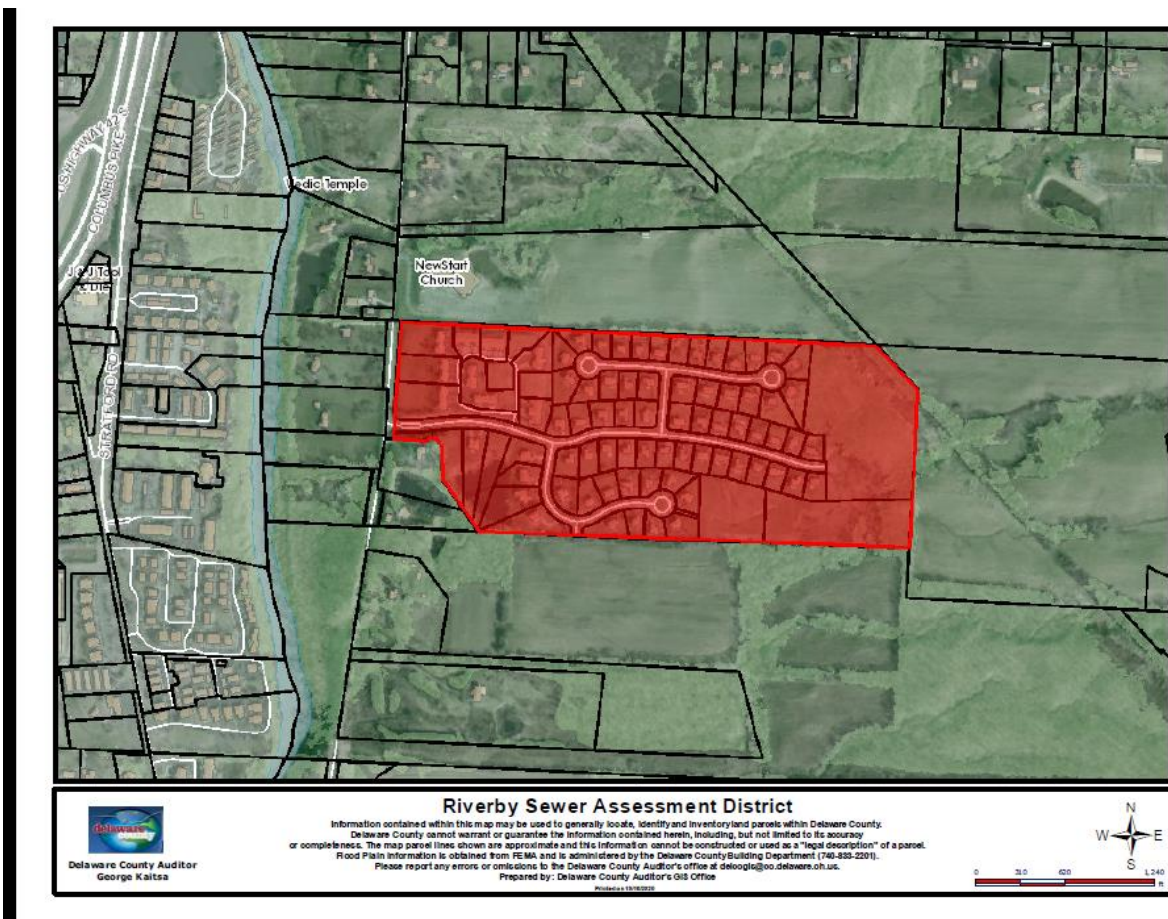
Section 2. The Board hereby determines that it shall proceed with the Improvements, consisting of the installation of a sanitary sewer main to connect the existing sanitary sewers within the Riverby Estates Subdivision and Condos at Riverby to the City of Delaware’s sanitary sewer system, together with certain other improvements to the existing sanitary sewers, in accordance with the plans and specification as ratified herein.

Section 3. The Board hereby authorizes the County Administrator to enter into, approve, and execute a Cooperative Agreement with the City of Delaware and the Delaware County Finance Authority for the construction and financing of the Improvements.

Section 4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption, subject only to the appeal period provided for in section 6117.08 of the Revised Code.

EXHIBIT A



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

17

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Follow up on request from the Board about how to assist the community. Staff recommends \$2,000,000 in COVID-19 relief as a small business grant.

18

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

-None.

Commissioner Lewis

-None.

Commissioner Benton

-Liberty Township has entered into an agreement with our Economic Development department and Delaware

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County Finance Authority to collaborate for the upcoming demands of that township.
-The Land Bank met yesterday. The Historic Jail deed will be transferred shortly to the Land Bank for a broker to market for sale of the property.

19

RESOLUTION NO. 20-943

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mrs. Lewis, 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; compensation of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 20-944

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners