

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 29, 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

1
RESOLUTION NO. 20-962

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 26, 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 26, 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. 20-963

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1028 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1028:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1028, memo transfers in batch numbers MTAPR1028 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2000872 (Altman CO.)	Historic Courthouse Change Order	42011438-5410	\$ 22,307.78
P2003818 (PNC)	Facilities Dept. Procurement Card	10011105-5201	\$ 10,000.00
P2000966 (Bound Tree)	EMS Medical Supplies	10011303-5243	\$ 16,000.00
P2001266 (Xylem)	Regional Sewer Supply	66211900-5228	\$ 5,504.75
P2003259 (MTech) line 2	Regional Sewer Camera Work	66211900-5328	\$ 5,000.00
P2003259 (MTech) line 3	Regional Sewer Camera Work	66211900-5331	\$ 500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2004640	SUPERION LLC	ANNUAL SUBSCRIPTION FEE - CODE COMPLIANCE	10011301 - 5320	4154.35
R2004640	SUPERION LLC	ANNUAL SUBSCRIPTION FEE - ENGINEER'S OFFICE	29214001 - 5320	5341.3
R2004640	SUPERION LLC	ANNUAL SUBSCRIPTION FEE - REGIONAL SEWER	66211900 - 5320	2967.39
R2004640	SUPERION LLC	ANNUAL SUBSCRIPTION FEE - REGIONAL PLANNING	72070701 - 5320	1186.96
R2004654	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR SELDOM SEEN	66211900 - 5450	18193.91
R2004655	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR TARTAN FIELDS RAW	66211900 - 5450	10346.15

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

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3

RESOLUTION NO. 20-964

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR ADULT COURT SERVICES:

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

Transfer of Appropriation

From	To	
25422311-5001	25422311-5101	6,450.00
Pre-Sentence Investigation/Compensation	Pre-Sentence Investigation/Health Insurance	

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

4

RESOLUTION NO. 20-965

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LOWER ALUM CREEK RELIEF PUMP STATION AND FORCEMAIN PROJECT – FORCEMAIN CONTRACT AND LOWER ALUM CREEK RELIEF PUMP STATION AND FORCEMAIN PROJECT – PUMP STATION CONTRACT:

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

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Lower Alum Creek Relief Pump Station and Forcemain Project – Forcemain Contract and Lower Alum Creek Relief Pump Station and Forcemain Project – Pump Station Contract;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners approves the sanitary sewer improvement plans for Lower Alum Creek Relief Pump Station and Forcemain Project – Forcemain Contract and Lower Alum Creek Relief Pump Station and Forcemain Project – Pump Station Contract for submittal to the Ohio EPA for their approval.

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

5

RESOLUTION NO. 20-966

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 WITH POLYDYNE, INC.:

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

WHEREAS, Polydyne, Inc., is currently under contract to supply various emulsion polymers for the Sewer District (DCRSD Contract 18-02); and

WHEREAS, the contract allows for an extension of up to two (2) years; and

WHEREAS, there is no change in contract price; and

WHEREAS, on November 14, 2019, the Delaware County Board of Commissioners adopted Resolution No. 19-1123, approving Change Order No. 1 to extend the existing contract with Polydyne, Inc. until December 31, 2020; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 2 to extend the existing contract with Polydyne, Inc., until December 31, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 2 to extend the contract with Polydyne, Inc., and authorizes the Sanitary Engineer to sign the Change Order document.

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

6

RESOLUTION NO. 20-967

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR BUILDING SAFETY:

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

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Transfer of Appropriation

From	To	
10011301-5001 Code Compliance/Compensation	10011301-5301 Code Compliance/Contracted Prof. Services	1,500.00
10011301-5001 Code Compliance/Compensation	10011301-5313 Code Compliance/Printing & Related Services	3,000.00
10011301-5001 Code Compliance/Compensation	10011301-5319 Code Compliance/Reimbursements & Refunds	1,500.00
10011301-5001 Code Compliance/Compensation	10011301-5320 Code Compliance/Software & Computer Services	11,000.00
10011301-5001 Code Compliance/Compensation	10011301-5380 Code Compliance/Other Services	3,000.00

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

**7
RESOLUTION NO. 20-968**

IN THE MATTER OF REJECTING ALL BIDS FOR THE 2020 DELAWARE FIBER EXTENSION PROJECT:

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

WHEREAS, on August 24, 2020, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 20-731, approving the specifications and legal notice for the project known as the Delaware Fiber Extension Project; and

WHEREAS, on October 13, 2020, sealed bids were received in response to the legal notice; and

WHEREAS, pursuant to the approved legal notice, invitation to bid, and section 307.91 of the Revised Code, the Board reserves the right to reject all bids;

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

Section 1. The Board hereby rejects all bids received for the Delaware Fiber Extension Project and directs the Clerk to provide notice of this rejection to all bidders.

Section 2. This Resolution shall take effect immediately upon adoption.

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

**8
RESOLUTION NO. 20-969**

IN THE MATTER OF APPROVING THE LEASE TERMINATION AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY, OHIO BOARD OF COMMISSIONERS AND BIG LOTS STORES, INC., AN OHIO CORPORATION FOR THE SPACE LOCATED AT 2081 US HIGHWAY 23 NORTH, DELAWARE, OHIO 43015:

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

WHEREAS, the Director of Facilities recommends approval of the Lease Termination Agreement by and between the Delaware County, Ohio Board of Commissioners and Big Lots Stores, Inc., an Ohio corporation for the space located at 2081 US Highway 23 North, Delaware, Ohio 43015;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Lease Termination Agreement by and between the Delaware County, Ohio Board of Commissioners and Big Lots Stores, Inc., an Ohio corporation for the space located at 2081 US Highway 23 North, Delaware, Ohio 43015:

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made effective as of the 29th day of October, 2020, by and between the Delaware County, Ohio Board of Commissioners ("Landlord"), and Big Lots Stores, Inc., an Ohio corporation ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant, entered into a certain Lease Agreement dated October 8, 2001, as

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amended by a certain Lease Extension and Modification Agreement dated June 29, 2006 (collectively, the "Lease"), whereby Landlord rented to Tenant approximately 30,000 square feet of retail space located at 2081 US Highway 23 North, Delaware, Ohio 43015 (the "Demised Premises"); and

WHEREAS, Tenant desires to vacate the Demised Premises prior to the expiration of the Lease Term; and

WHEREAS, Landlord is willing to terminate the Lease upon the following terms.

NOW THEREFORE, effective as of 11:59 p.m. eastern time on the date that C.S. Ross Company, an Ohio corporation, commences business operations in the approximately 43,327 square feet of floor area located in the Delaware Shopping Center (the "Relocation Space") located at 159 South Sandusky Street Delaware, Ohio (the "Termination Date"), and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. From and after the Termination Date, Tenant hereby remises, releases, quitclaims and surrenders to Landlord, its successors and assigns, forever, the Lease and all rights of Tenant in and to the Demised Premises.

2. From and after the Termination Date, Landlord, for itself and its successors and assigns, hereby accepts the termination of the Lease and the surrender of the Demised Premises in its presently existing, as-is condition, provided that Tenant shall remain liable to Landlord for the performance of any and all obligations of Tenant under the Lease accruing prior to the Termination Date. Provided C.S. Ross Company enters into a new lease agreement with Delaware Shopping Center LLC and C.S. Ross Company commences operations in the Relocation Space, Delaware Shopping Center LLC agrees to make the payment of a lease termination fee to Landlord equal to \$126,900 (the "Termination Fee"). Upon vacation of the Demised Premises and payment of the Termination Fee, Landlord releases Tenant from all obligations under the Lease. Any property owned by Tenant left in the Demised Premises as of the Termination Date (the "Abandoned Property") is hereby abandoned by Tenant. Any Abandoned Property shall become property owned by Landlord and Tenant agrees Landlord may use, sell or destroy such Abandoned Property with no liability to Tenant.

3. From and after the Termination Date, Tenant, for itself and its legal representatives, successors and assigns, hereby forever release and discharge Landlord, and its respective officers, members, agents, successors and assigns (the "Landlord Parties") from any and all claims, demands, causes of action whatsoever against the Landlord Parties arising directly or indirectly out of the Lease or the use and/or occupancy of the Demised Premises thereunder, or the termination and surrender of the Lease and the surrender of the Demised Premises.

4. From and after the Termination Date, Landlord, for itself and its legal representatives, successors and assigns, hereby forever release and discharge Tenant, and its respective officers, members, agents, successors and assigns (the "Tenant Parties") from any and all claims, demands, causes of action whatsoever against the Tenant Parties arising directly or indirectly out of the Lease or the use and/or occupancy of the Demised Premises thereunder, or the termination and surrender of the Lease and the surrender of the Demised Premises

5. Except for the obligations set forth in Section 2 above, Landlord and Tenant agree that the Lease is to be canceled and terminated and the Lease Term thereby demised brought to an end as of the Termination Date with the same force and effect as if the Lease Term were in and by the provisions thereof fixed to expire on the Termination Date.

6. Tenant agrees that Landlord shall have the right to re-enter upon the Demised Premises as of the Termination Date, as fully as if it could have been done if that were the date provided for the expiration or termination of the Lease.

7. Landlord hereby warrants to Tenant that it is the owner of the Demised Premises and of the Landlord's interest in the Lease, with full power and authority to cancel and terminate the Lease.

8. Tenant hereby warrants and represents to Landlord that: (a) nothing has been done or suffered whereby the leasehold interest under the Lease or the Demised Premises has been encumbered in any way whatsoever other than encumbrances created by Landlord; (b) Tenant owns the leasehold interest under the Lease and has good right to terminate the Lease and surrender the Demised Premises to Landlord; and (c) no person other than Tenant has acquired, through or under Tenant, any right, title or interest in or to the leasehold interest under the Lease or in or to the Demised Premises.

9. Tenant agrees that if any personal property or other items which maybe considered personal property remain in the Demised Premises as of the Termination Date, Landlord is not responsible for any damage or theft of such property.

10. All indemnities by Tenant or Landlord, as applicable, that are contained in the Lease, and that are by the express terms of the Lease intended to survive the termination of the Lease, shall survive the termination of the Lease under this Agreement. The release of liability contained in this Agreement shall not preclude a party from exercising any discovery rights it has against the other party in connection with any civil litigation or

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arbitration proceedings involving a third party.

11. This Agreement may be executed in one or more counterparts, all of which executed counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Agreement may be signed in counterparts, by electronic signature, e-mail, JPEG, PDF, or facsimile transmission, any of which shall have the rank and dignity of an original.

12. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

13. A condition precedent to the validity and enforceability of this Agreement is that, on or before the Termination Date, C.S. Ross Company, an Ohio corporation, enters into a new lease agreement with Delaware Shopping Center LLC, an Ohio limited liability company, whereby C.S. Ross Company leases the Relocation Space from Delaware Shopping Center LLC. If C.S. Ross Company fails to enter into a new lease agreement with Delaware Shopping Center LLC for the Relocation Space, then this Agreement shall be null and void and the Lease shall remain in full force and effect. Delaware Shopping Center LLC executes this Agreement only to acknowledge that Delaware Shopping Center LLC will pay the Termination Fee.

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

**9
RESOLUTION NO. 20-970**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
22711328/5001	CARES ACT HB 481/Compensation	4,887,807.72
22711328/5004	CARES ACT HB 481/Overtime	1,320,111.51
22711328/5101	CARES ACT HB 481/Health Insurance	1,827,822.39
22711328/5102	CARES ACT HB 481/Workers Comp	76,670.71
22711328/5120	CARES ACT HB 481/OPERS	1,239,472.84
22711328/5131	CARES ACT HB 481/Medicare	109,438.51
22711328/5260	CARES ACT HB 481/Inventoried Tools & Equipment	12,814.48
22711328/5320	CARES ACT HB 481/Software Licenses & Computer Services	2,732.58
22711328/5450	CARES ACT HB 481/Machinery & Equipment	58,195.00

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

**10
RESOLUTION NO. 20-971**

IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR AND OTHER STAFF FOR CERTAIN ADMINISTRATIVE MATTERS:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, the County Administrator may be absent or unavailable, requiring the appointment of an acting county administrator to perform the duties delegated pursuant to section 305.30 of the Revised Code; and

WHEREAS, pursuant to section 4115.071 of the Revised Code, the Board shall designate and appoint an employee to serve as prevailing wage coordinator for all contracts subject to prevailing wage requirements; and

WHEREAS, the Board wishes to specifically authorize the County Administrator to delegate any administrative or ministerial tasks to other staff in order to promote efficiency and establish appropriate internal controls;

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

Section 1. The Board hereby delegates the following authority and duties to the County Administrator,

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pursuant to section 305.30 of the Revised Code:

(A) Upon prior notice to each Commissioner, negotiate, approve, and execute contracts, agreements, change orders, or acquisitions of real property or interests in real property that are for amounts not exceeding Twenty-Five Thousand Dollars (\$25,000);

(B) Negotiate and execute settlement agreements for pending or threatened litigation, provided the County Administrator certifies in writing that discussion thereon has been conducted in a lawful executive session;

(C) Review and approve departmental payrolls for all departments under the direction and control of the Board;

(D) Review and approve requests for unpaid leaves of absence for up to two weeks;

(E) Accept resignations of employees, except resignations of Deputy Administrators;

(F) Review and approve, and execute any documents in furtherance of, all personnel actions, including, but not limited to, employing new hires, promotions, pay increases, discipline, and terminations, except as follows:

- (i) The County Administrator shall not approve any pay increase that applies to all non-union employees or a collective bargaining unit that follows the County Compensation Management Plan, unless and until the pay increase has been approved by a prior resolution of the Board;
- (ii) The County Administrator shall not approve any pay increase that applies to an individual employee that exceeds 5% or exceeds the amount of compensation approved in the current budget, unless and until the pay increase has been discussed in a lawful executive session;
- (iii) The County Administrator shall not approve any pay increase, or promotion that results in a pay increase, for a select class of two or more employees, unless and until the pay increases or promotions have been discussed in a lawful executive session;
- (iv) The County Administrator shall not fix the compensation for internal or external candidates for director-level, or higher, positions until the proposed compensation has been discussed in a lawful executive session;
- (v) The County Administrator shall not approve any personnel action pertaining to an employee that reports directly to the Board, unless and until the personnel action has been discussed in a lawful executive session; and
- (vi) The County Administrator shall not approve any personnel action that is appealable to the State Personnel Board of Review, unless and until the personnel action has been discussed in a lawful executive session.

(G) Review and approve all job descriptions, except the County Administrator shall not approve a job description for a position that reports directly to the Board unless and until a draft job description for such position has been presented to the Board and left open for Board comment for at least one week;

(H) Review, in conjunction with the Deputy Administrator/Administrative Services, all requests for unpaid leave under the Family and Medical Leave Act ("FMLA") and Workers' Compensation, and approve those requests that meet unpaid FMLA requirements and those requests that meet unpaid leave under Workers' Compensation requirements;

(I) Serve as the Contract Administrator, having general supervision over the contract and any work performed thereunder, for any contracts or agreements the Board has entered into and not specifically designated a Contract Administrator;

(J) Request written opinions or instructions from the Prosecuting Attorney on behalf of the Board and coordinate the services provided by all legal counsel employed or retained by the Board pursuant to sections 305.14 and 309.09 of the Revised Code;

(K) Upon prior notice to each Commissioner, execute last chance agreements for employees in departments under the direction and control of the Board;

(L) Approve mortgage releases for mortgages that have been fully satisfied;

(M) Act as the county chief executive officer and execute standard assurances and compliance

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certificates for grant applications approved by the Board;

(N) Act as the county chief executive officer and approve and execute written representations as a part of routine audits;

(O) Review and approve requests for tuberculosis treatment financial assistance submitted pursuant to section 339.71, *et seq.*, of the Revised Code, provided the requested amount does not exceed the contracting authority limit established in this Resolution;

(P) Approve and allow the payment of claims against the county, pursuant to R.C. 307.55 and 319.16, when the county auditor presents a payment recap for approval on the date of a regular session of the Board that has been canceled;

(Q) Accept gifts, devises, bequests, or other donations on behalf of the county, pursuant to section 9.20 of the Revised Code, provided that the value thereof is less than \$1,000.00, that notice of each acceptance is provided to each member of the Board, and that a detailed report of all gifts, devises, bequests, or other donations accepted is provided to the Board within fifteen (15) days after the end of the fiscal year in which the acceptance occurred;

(R) Approve convention and conference travel requests up to \$1,000 cost per employee;

(S) Approve and execute sanitary sewer subdivider agreements in accordance with section 711.101 and the rules and regulations adopted pursuant to section 6117.01(D) of the Revised Code and in the standard form approved by the Board, with such minor modifications that do not substantially deviate from the standard form; accept any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance of the construction or maintenance obligations contained in sanitary sewer subdivider agreements and release such warranties upon faithful performance of the obligations contained in the sanitary sewer subdivider agreements; approve sanitary sewer improvement plans and specifications submitted pursuant to section 6117.01(E) of the Revised Code; and issue certificates of substantial or final completion for or otherwise accept for ownership, operation, and maintenance by the Delaware County Sewer District any sanitary sewers, facilities, and improvements the sanitary engineer certifies have been constructed or installed in accordance with a sanitary sewer subdivider agreement or any other contract entered into by the Board; and

(T) Establish policies and procedures to delegate any administrative or ministerial tasks delegated to the County Administrator in section 305.30 of the Revised Code, or in this Resolution.

Section 2. The Board hereby declares that Resolution No. 10-211, delegating to the County Administrator the authority to carry out certain functions of the Board during a disaster or emergency, shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, the County Administrator shall, to the extent practicable, inform all members of the Board and the Clerk to the Board in writing of the absence and its expected duration. In the event the County Administrator is unavailable or expected to be absent for less than or equal to four weeks, the Board hereby designates the Deputy Administrator/Administrative Services as the Acting County Administrator with authority to perform all functions delegated in Section 1.

For absences expected to be longer than four weeks, all functions delegated in Section 1 shall revert to the Board during the County Administrator's absence unless the Board specifically delegates any or all of those functions by separate action of the Board.

Section 4. The Board hereby designates and appoints the following employees or officials to serve as prevailing wage coordinator for the specified contracts that are subject to prevailing wage requirements:

- (A) The Delaware County Engineer, for all Motor & Gas and Road & Bridge projects;
- (B) The Delaware County Sanitary Engineer, for all Regional Sewer District Fund projects;
- (C) The Director of Economic Development, for all Economic Development Fund and Grant projects;
- (D) The Director of Facilities, for all other projects.

Section 5. This Resolution supersedes Resolution No. 20-101 and shall take effect immediately upon adoption.

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

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11**RESOLUTION NO. 20-972**

IN THE MATTER OF ADOPTING THE DELAWARE COUNTY 2020 COMMUNITY ENHANCEMENT GRANT PROGRAM GUIDELINES, TERMS AND CONDITIONS, AND FORM OF GRANT AGREEMENT:

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

WHEREAS, the County Administrator recommends the adoption of the Delaware County 2020 Community Enhancement Grant Program Guidelines, Terms and Conditions, and form of Grant Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Delaware County 2020 Community Enhancement Grant Program Guidelines, Terms and Conditions, and form of Grant Agreement:

**Delaware County
2020 Community Enhancement Grant Program**

The Delaware County Board of Commissioners has provided a Community Enhancement Grant Program yearly since 2014. This program has been focused on enhancing the quality of life in Delaware County by awarding limited monetary grants to nonprofit organizations in the County so they can implement specific projects that will improve the delivery, quality and efficiency of programs and services to Delaware County residents.

2020 has brought with it many unique challenges, especially those caused by the COVID-19 pandemic. These challenges have had a significant impact on the residents, service organizations and businesses that serve our community. Many organizations throughout Delaware County have sustained a disruption in their normal operations which, in turn, has limited their ability to serve the community and generate revenues through routine programming and events.

The County has revised its Community Enhancement Grant Program for the year 2020 given the unique challenges of COVID-19 and to better support the critical needs of our human and social service organizations and unique community assets. The Board of Commissioners has increased the funding of the program to \$1M for 2020. The goals for the 2020 year program are as follows:

1. Provide additional resources to organizations that are seeing an increased demand in services from our residents as a result of the pandemic.
2. Assist organizations that have been unable to conduct normal programming, activities, and events and the subsequent revenues generated are critical to the sustainability of their organization and implementation of their mission.
3. Assist organizations that have incurred significant expenses associated with continuing operation during the COVID-19 pandemic.

The applicant shall submit a grant request for consideration and the request shall include a narrative that discusses how the organization's needs match one or more of the goals outlined above. The request shall also include an amount requested and the necessary financial documentation to support said request. There will be no presentation to the Board of Commissioners as required in the past and the evaluation will be based solely on the submitted documentation.

The program goals and funding amount are unique for 2020. Application for a grant is no guarantee of funding and it is a competitive process based on the number of applications and the amounts being requested. The awarding of Community Enhancement Grants is at the sole discretion of the Board of Commissioners and will be made only upon consideration of written applications, and subject to the goals outlined above and the requirements and criteria set forth below.

Charitable Agency Definition

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

“To be tax-exempt under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes¹ set forth in section 501(c)(3), and none of its

¹ The exempt purposes set forth in section 501(c)(3) are charitable, religious, educational, scientific, literary, testing for public safety, fostering national or international amateur sports competition, and preventing cruelty to children or animals. The term charitable is used in its generally accepted legal sense and includes relief of the poor, the distressed, or the underprivileged; advancement of religion; advancement of education or science; erecting or maintaining public buildings, monuments, or works; lessening the burdens of

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earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.” (<https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations>)

Agency Qualification Criteria

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

1. Provide programs or services that benefit the Delaware County community as a whole, without regard to any recognized protected class.
2. Be structured to support a need within the Delaware County community. Examples include: health, safety, morals, nutrition, families, children, education, senior citizens, finance, transportation, environment, culture, and neighborhood enhancement.
3. Maintain their respective 501(c)(3) status with the IRS.
4. Comply with all Ohio laws applicable to charitable agencies and is an agency eligible to receive funds appropriated by the Commissioners as defined under the following Ohio Revised Codes: 307.23, 307.26, 307.692, 307.76, 307.761, 307.85(A), 307.85(B), 1711.22 and 307.698.
5. Be directed by an active board of trustees who have no material conflicts of interest.
6. Have been in existence for at least three (3) years prior to application.
7. Have a stated policy of non-discrimination and comply with all federal and state laws and regulations on non-discrimination and equal opportunity.
8. Operating revenue of the organization, as reported on the most recent 990 report, must be less than \$2.5 million dollars.
9. Agree to be subject to audit to the extent necessary to ensure compliance with these eligibility criteria.

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

Grant Request Qualification Categories

Grant requests must meet at a minimum one of the following categories:

- Provide resources to organizations that are seeing an increased demand in services from our residents as a result of the pandemic. ***The demand for services and the resources that are needed to meet those needs shall be documented.***
- Assist organizations that have been unable to conduct normal programming, activities, and events and the funds generated are critical to the sustainability of their organization and implementation of their mission. ***A financial impact statement shall be provided including documentation.***
- Assist organizations that have incurred significant expenses associated with continuing operation during the COVID-19 pandemic. ***Detailed explanation of expenses and supporting documentation shall be provided.***

Community Enhancement Program Advertising and Timeline

The request for grant applications will be advertised in the local newspaper(s), on the Commissioners’ website and on social media (e.g. Facebook, Twitter, etc.). Emails and letters will be sent to prior applicants who participated in past Community Enhancement Grant programs. The request and application shall be submitted by Friday, Nov. 13, at 2:00 p.m. Applications can be either mailed to Board of Commissioners, Attn: Sarah Dinovo, 101 North Sandusky Street, Delaware Ohio 43015 or emailed to SDinovo@co.delaware.oh.us. There will be no presentations for this year’s program and the grant amounts will be determined through evaluation of the submitted materials.

Grant applications and requests will not be considered if submitted after the deadline.

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Grant Funds Distribution

Awards made by the Commissioners are considered grants and will be only be paid directly to the applying organization.

**DELAWARE COUNTY 2020 COMMUNITY ENHANCEMENT GRANT PROGRAM
TERMS AND CONDITIONS**

1. The Grantee shall implement or continue the activities as specifically described and stated in the approved program or project description attached to the Grantee's Grant Agreement.
2. The Grantee shall:
 - a. Expend all funds in accordance with the requirements pertaining to eligible costs under the Delaware County 2020 Community Enhancement Grant Program (the "Program") Guidelines.
 - b. Comply with all the requirements now or hereafter in effect for the Program, including, but not limited to, the assurances and certifications contained in this Agreement.
 - c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of funds authorized herein.
 - d. Utilize grant funds for the approved activities by the end of the Grant Term. Funds not committed and/or expended by the end of the Grant Term shall be returned to the Board.
3. Unless otherwise extended, suspended, or terminated by the Board, the Grant Agreement shall remain in effect from the Effective Date until such time as the Grantee has expended or returned to the Board the funds authorized thereunder and met all other obligations of the Agreement.
4. Disbursement of Funds. The Grantee agrees that disbursement(s) under the Grant Agreement shall be made in accordance with Board established schedules and procedures as soon as practicable after the Effective Date. The Grantee further agrees that in the event the Grantee is in violation of the Grant Agreement, and the violation has not been remedied by the Grantee, no funds shall be disbursed and any funds already disbursed shall be subject to recapture if not returned on written demand from the Board.
5. Availability of Funds. All Board funding is subject to the availability of funds, subject to appropriation by the Board. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.
6. Increase of Funds. The Grantee agrees that the Board may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under the Grant Agreement by amending the Program description, Program budget, or special conditions contained in the approved description attached to the Grant Agreement. The Grantee further agrees that any such increases shall be governed by the terms of the Grant Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure of the funds.
7. Monitoring. The Grantee agrees that the Board may, at the Board's discretion, audit the Grantee for compliance with the terms and conditions of the Grant Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Board may request.
8. Records Retention Period. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Board.
9. Reporting Schedule. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in the Grant Agreement as the Board may require.
10. All reports, correspondence, and documents required under the Grant Agreement shall be submitted to:

Michael A. Frommer
County Administrator
Delaware County, Ohio
101 North Sandusky Street
Delaware, Ohio 43015
mfrommer@co.delaware.oh.us
11. Procurement. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that comports with all competitive bidding laws applicable to the Grantee or, if no such laws apply to Grantee, provides for maximum open and free competition.
12. Reasonable Costs. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed

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the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

13. Cost Overruns. All cost overruns shall be the responsibility of the Grantee.

14. General Compliance. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of the Grant Agreement, including, but not limited to, all supporting documents, plans and specifications, shall be subject to review and approval by Board staff to ensure compliance with Board, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Board.

15. Records Review. The Grantee hereby agrees that all aspects of the activities described in the Grant Agreement and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Board or its authorized representatives for review by the Board to ensure conformity with the terms of the Grant Agreement.

16. Contractors and Subcontractors. The Grantee shall ensure that any agreements with contractors or subcontractors for any of the purposes of the Grant Agreement are made subject to the terms and conditions of the Program and the Grant Agreement.

17. The Grantee, all contractors and subcontractors shall maintain during the term of the Grant Agreement adequate insurance coverage insuring the interests of all parties to the Grant Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under the Grant Agreement.

18. Discrimination. The Grantee agrees that all activities assisted pursuant to the terms and conditions of the Grant Agreement shall be open to all regardless of age, sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law.

19. Conflict of Interest. If any member of the Grantee's governing body or staff has an identity of interest with any of the persons or businesses providing supplies or services for which funds are being advanced under the Program or the Grant Agreement, the Grantee shall make written disclosure of the nature and extent of the relationship to the Board prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Board.

20. Liability. Delaware County and the Board, and their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under the Grant Agreement, for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

21. Indemnification; Hold Harmless.

a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of the Grant Agreement shall be the responsibility of the Grantee, and not the responsibility of the Board, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee.

b. Grantee shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused by any negligent acts, errors or omissions of the Grantee, its employees, agents, contractors, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

22. Violations of Grant Agreement. The Board reserves the right to pursue all remedies available to it to cure any violation of the Grant Agreement. In the event the Grantee violates any of the provisions of the Grant Agreement, the Board shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Board, within the time prescribed herein, this Agreement may be terminated forthwith by the Board.

23. Suspension of Grant. If the Grantee has failed to comply with the Grant Agreement, or in the event that funds are no longer available, on reasonable notice to the Grantee, the Board may suspend the grant and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding, or a decision to terminate the Grant Agreement.

24. Termination for Cause. The Board may terminate the Grant Agreement, in whole or in part, at any time before the end of the Grant Term, if the Board determines that the Grantee has failed to comply with the conditions of the Grant Agreement or in the event that funds are no longer available. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date thereof.

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Staff Attorney, Board of Commissioners
Delaware County, Ohio

AUDITOR’S CERTIFICATION

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the Ohio Auditor of State that the Grantee has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____ 2020 _____

George Kaitsa
Auditor, Delaware County, Ohio

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis
-Virtually attended the Bridge/Community Action meeting last night.

Commissioner Merrell
-Regional Planning is tonight at 6:30 PM.

Commissioner Benton
-Took a tour of the building that MainStreet Delaware will be housed in.

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RESOLUTION NO. 20-973

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

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 Appointment of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 20-974

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.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners