

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

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. 21-01

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on December 28, 2020; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 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. 21-02

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Commissioner Lewis that in the matter of re-organization of the Board of Commissioners that as President of the Board of Commissioners for the year 2021 we appoint Commissioner Merrell. Motion seconded by Commissioner Benton.

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

3
RESOLUTION NO. 21-03

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Commissioner Merrell, that in the matter of re-organization of the Board of Commissioners that as Vice-President of the Board of Commissioners for the year 2021 we appoint Commissioner Lewis. Motion seconded by Commissioner Benton.

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

4
RESOLUTION NO. 21-04

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2021:

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners’ Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate, only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW, THEREFORE, BE IT RESOLVED that Gary Merrell, Delaware County Commissioner, is designated

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

as the Official Voting Representative of Delaware County;

BE IT FURTHER RESOLVED that Barb Lewis, Delaware County Commissioner, is designated as the Alternate Voting Representative of Delaware County.

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

S

RESOLUTION NO. 21-05

IN THE MATTER OF APPOINTMENT OF THE BOARD'S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mr. Benton, seconded by Mr. Merrell to appoint the following to the following boards and commissions:

Area 7 Board- Gary Merrell

Board of Revision-Jeff Benton

Bridges Community Action Agency Board -Barb Lewis
(Previously the Community Action Organization Board)

County Commissioners Association of Ohio (CCAO) -All 3 Commissioners
CCAO - Gary Merrell Voting Member /Voting Alternate -Barb Lewis

CCAO/County Employee Benefits Consortium of Ohio (CEBCO) -All 3 Commissioners
CCAO/(CEBCO)- Jeff Benton Board Member

CCAO/County Risk Sharing Authority (CORSAs) -All 3 Commissioners
CCAO/CORSAs- Gary Merrell representative /board member

CEBCO and CORSAs Additional Alternate- Deputy County Administrator Dawn Huston

Central Ohio Youth Center Board (Joint Detention Center) –All 3 Commissioners
Central Ohio Youth Center Board (Joint Detention Center) –Trustee- Jeff Benton

Community Corrections Planning Board – Barb Lewis

Data Processing Board – Gary Merrell

Delaware Entrepreneurial Center at OWU-Gary Merrell

Delaware County Job and Family Services Community Planning Committee- All 3 Commissioners

Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners

DKMM Solid Waste District - All 3 Commissioners

DKMM Solid Waste District Executive Committee – Gary Merrell

DKMM Policy Board –Barb Lewis

DKMM Budget/Audit Committee – Jeff Benton

EMA/LEPC – Barb Lewis
Alternate-Brian Galligher, Executive Director Veterans Service

Family and Children's First Council – Barb Lewis

Investment Committee –Barb Lewis and Jeff Benton

MORPC-All 3 Commissioners

911 Board-Gary Merrell
911 Board alternate- Jeff Benton

Railroad Task Force-Barb Lewis

Regional Planning - All 3 Commissioners

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

Regional Planning Executive Committee – Gary Merrell
Regional Planning Executive Alternate- Jeff Benton

Records Commission – Jeff Benton

The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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

**6
RESOLUTION NO. 21-06**

IN THE MATTER OF DELEGATING AUTHORITY TO THE DIRECTOR OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county’s funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such request a resolution authorizing such from that county’s board of county commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time; and

WHEREAS, the Delaware County Department of Job and Family Services provides services and supports daily operations through various contracts, agreements, and memoranda of understanding; and

WHEREAS, these various contracts, agreements, and memoranda of understanding include Workforce Investment contracts and agreements; On the Job Training and other Training and work subsidies to employers; Individual Training Accounts; PRC contracts and agreements for work related activities and employer subsidies; Children Services Individual Child Care Agreements and Memoranda of Understanding to document responsibilities for referral processes and core services with various community partners; and

WHEREAS, the Ohio Attorney General, in Opinion No. 2004-031, dated August 25, 2004, affirmed that “a Board of County Commissioners may, by resolution pursuant to R.C. 329.04(A)(7) and (B) or R.C. 329.05, assign to the County Department of Job and Family Services authority for the County Director of Job and Family Services to enter into contracts and agreements necessary to perform these powers and duties.”;

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

Section 1. The Director of the Delaware County Department of Job and Family Services is hereby authorized to serve as the Delaware County Board of Commissioners’ designee with authority to sign inter-county adjustment agreements on behalf of Delaware County until December 31, 2021.

Section 2. The Director of the Delaware County Department of Job and Family Services is hereby authorized to develop and enter into service plans, contracts, agreements, and memoranda of understanding for the following: workforce investment activities, on the job training and other training and work subsidies to employers, individual training accounts, PRC plan, agreements for work related activities and employer subsidies, children services individual child care, and referral process and core services with community partners.

Section 3. In the absence of the Director of the Delaware County Department of Job and Family Services the Director may authorize a designee of the Delaware County Department of Job and Family Services to exercise the authority delegated in Sections 1 and 2 of this Resolution.

Section 4. This Resolution shall take immediate effect upon adoption and shall supersede any prior resolutions delegating authority as set forth herein.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

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

**7
RESOLUTION NO. 21-07**

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

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

WHEREAS, the Board of Directors of the Delaware, Knox, Marion, Morrow Joint Solid Waste Management District approved an amendment to the 2021 Agreement for Implementation of Delaware County Recycling & Litter Prevention Office on December 15, 2020;

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County approves an amendment to the 2021 Agreement for Implementation of Delaware County Recycling & Litter Prevention Office:

AMENDMENT TO 2021 AGREEMENT FOR IMPLEMENTATION DELAWARE COUNTY RECYCLING & LITTER PREVENTION OFFICE

This is to certify an Amendment to the 2021 Agreement for Implementation Delaware County Recycling & Litter Prevention Office in order to increase the contracted amount.

As per stated in the 2021 agreement, the amount of \$78,535 will now be increased to 79,227, as per board motion dated December 15, 2020. This change allows for a 3% increase in salary from 2020, instead of the budgeted 1.5% increase as originally allocated in the 2021 agreement.

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

**8
RESOLUTION NO. 21-08**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0108:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0108 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2100108	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMBURSEMENT	10029203 - 5360	\$40,000.00
R2100108	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMBURSEMENTS	10029203 - 5360	\$10,000.00
R2100122	FRONTIER	PHONE SERVICE FOR 9-1-1 CENTER	21711326 - 5330	\$28,000.00
R2100126	ITC TECHNOLOGY TEAM INC	ALERTS MAINTENANCE	21711326 - 5320	\$36,878.92
R2100126	ITC TECHNOLOGY TEAM INC	ALERT MAINTENANCE	21411306 - 5320	\$16,031.28
R2100128	INTRADO LIFE & SAFETY INC	TEXT TO 9-1-1- SERVICE	21711326 - 5330	\$15,000.00
R2100131	MOTOROLA SOLUTIONS INC	MOTOROLA MAINTENANCE CONTRACT	21411306 - 5325	\$648,175.92
R2100133	MOTOROLA SOLUTIONS INC	RADIO CHANNEL AND AIS SERVER	21411306 - 5450	\$441,198.00
R2100135	B & C COMMUNICATIONS INC	RADIO MAINTENANCE	21411306 - 5325	\$5,586.00
R2100136	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	21411306 - 5315	\$22,300.00
R2100147	BUCKEYE POWER SALES CO INC	GENERATOR MAINTENANCE AND REPAIR	21411306 - 5328	\$9,000.00
R2100153	FISHEL DOWNEY ALBRECHT &	ATTORNEY SERVICES	21411306 - 5361	\$15,000.00
R2100157	AVIAT US INC	MICROWAVE RADIO MAINTENANCE CONTRACT	21411306 - 5325	\$38,638.30

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021

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

9

RESOLUTION NO. 21-09

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

Transfer of Funds

From	To	
10011102-5801 Commissioners General/Interfund Cash Transfer	20315101-4601 Data Center/Interfund Revenues	2,035,208.00
10011102-5801 Commissioners General/Interfund Cash Transfer	21011113-4601 Economic Development/Interfund Revenues	625,000.00
10011102-5801 Commissioners General/Interfund Cash Transfer	23612302-4601 Victims of Crime Grant/Interfund Revenues	24,381.00
10011102-5801 Commissioners General/Interfund Cash Transfer	27426313-4601 Crime Victims Grant/Interfund Revenues	10,300.00
10011102-5801 Commissioners General/Interfund Cash Transfer	41711436-4601 Capital Acquisition & Project/Interfund Revenues	1,000,000.00
10011102-5801 Commissioners General/Interfund Cash Transfer	42011438-4601 Capital Improvements/Interfund Revenues	5,465,000.00
10011102-5801 Commissioners General/Interfund Cash Transfer	60111901-4601 Property & Casualty Insurance/Interfund Revenues	575,000.00
10011110-5801 Human Services/Interfund Cash Transfer	22411601-4601 JFS Income Maintenance/Interfund Revenues	466,471.00
10011110-5801 Human Services/Interfund Cash Transfer	22511607-4601 Childrens Services/Interfund Revenues	512,500.00
24820101-5801 Title Administration/Interfund Cash Transfer	10011102-4601 Commissioners General/Interfund Revenues	121,771.55

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

10

RESOLUTION NO. 21-10

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the "Board") may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a "public purpose" and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board's determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the Delaware County Sewer District occasionally requires personnel to report to work during emergencies without the ability to leave the premises for meals; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Deputy County Administrator recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

10011101-5381	Commissioners Admin	500.00	Refreshments for meetings
10011102-5294	Commissioners General	2,600.00	Refreshments for meetings
10011105-5294	Land and Buildings	300.00	Hot weather hydration
10011108-5294	Human Resources	500.00	Refreshments and coffee for trainings and orientation
10011139-5294	Public Info/Community Relations	2,000.00	Refreshments for events hosted by County Commissioners
10011139-5381	Public Info/Community Relations	12,000.00	Refreshments for events hosted by County Commissioners
10011301-5294	Building Safety	250.00	Hot weather hydration
10011303-5294	Emergency Medical Services	1,500.00	Refreshments for meetings
21011113-5294	Economic Development	2,375.00	Refreshments for meetings and business appreciation events
21011116-5382	Economic Development/Business Development Meetings	3,000.00	Refreshments and meals for business meetings
22411605-5381	JFS Administration	600.00	Refreshments for meetings and events
22511607-5294	Children Services	500.00	Refreshments for meetings and events
22511607-5381	Children Services	2,000.00	Foster parent dinner catering, refreshments for meetings and events
23711630-5294	Child Support Enforcement Agency	100.00	Refreshments for events
23711630-5381	Child Support Enforcement Agency	500.00	Refreshments for events
66211900-5294	SRF Operations & Maintenance	4,000.00	Food during emergencies and hot weather hydration
	TOTAL	\$32,725.00	

Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect immediately upon adoption.

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer’s Office is requesting that its employees attend various trainings, meetings, conferences and continuing education classes throughout 2021, at the cost of \$37,900.00

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

**12
RESOLUTION NO. 21-12**

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Advance of Funds

From	To	
10011102-8500	27426313-8400	12,000.00
Commissioners General/Advance Out	Crime Victims Grant/Advance In	
10011102-8500	27426314-8400	42,000.00
Commissioners General/Advance Out	Crime Victims CASA/Advance In	

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

**13
RESOLUTION NO. 21-13**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT BETWEEN COURTVIEW JUSTICE SOLUTIONS, INC., D/B/A EQUIVANT, THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE DELAWARE COUNTY COMMON PLEAS COURT, JUVENILE DIVISION, FOR THE CASE MANAGEMENT SYSTEM USED BY THE DELAWARE COUNTY COMMON PLEAS COURT:

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

WHEREAS, the Judge of the Probate/Juvenile Division of the Delaware County Court of Common Pleas and staff recommend approval of the First Amendment to the Software Maintenance Agreement between Courtview Justice Solutions, Inc., D/B/A equivant, the Board of Delaware County Commissioners, and the Delaware County Common Pleas Court, Juvenile Division, for the Case Management System;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the First Amendment to the Software Maintenance Agreement between Courtview Justice Solutions, Inc., D/B/A equivant, the Board of Delaware County Commissioners, and the Delaware County Common Pleas Court, Juvenile Division, for the Case Management System:

FIRST AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT

This First Amendment to the Software Maintenance Agreement (“First Amendment) is entered into this 11th day of January, 2021 by and between CourtView Justice Solutions Inc. d/b/a equivant, with offices at 4825 Higbee Avenue NW, Suite 101, Canton, Ohio 44718 (“equivant”), and the Board of Delaware County Commissioners (“Board”), whose principal offices are located at 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of the Delaware County Common Pleas Court (“Court”), Juvenile Division (“Court”) whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (individually “Party,” collectively, “Parties”).

WHEREAS, the Parties entered into a Software Maintenance Agreement dated February, 2018 (hereinafter “Agreement”); and,

WHEREAS, the Agreement expires on December 31, 2020; and,

WHEREAS, the Agreement may be renewed for additional one (1) year periods subject to the same terms and conditions as provided in the Agreement and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties; and,

WHEREAS, the Parties now desire to renew and amend the Agreement.

NOW THEREFORE, the Parties agree to renew and amend the Agreement as follows:

1. **RENEWAL.** Pursuant to Sec. 2 of the Agreement, the Agreement is renewed for one (1) year subject to the same terms and conditions as provided in the Agreement and those contained in this First Amendment.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

Such renewal shall begin on January 1, 2021 and continue through December 31, 2021 ("Renewal Term").

2. SCOPE OF SERVICES. For the Renewal Term, equivalent shall provide those services listed in the Agreement and the Support and Maintenance Renewal Notice dated October 1, 2020, attached hereto as Exhibit A. Such services shall be provided at the costs stated in Exhibit A.

3. FIRST AMENDMENT MAXIMUM.

The maximum amount payable pursuant to this First Amendment is \$50,017.00.

4. COURT'S ADDRESS. Throughout the Agreement, the Court's address should be changed to the following:

Delaware County Common Pleas Court
Juvenile Division
145 N. Union St., Ground Floor
Delaware, Ohio 43015

5. FINDINGS FOR RECOVERY. equivalent, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

Becky Kelderhouse
General Manager
Title

6. PERSONAL PROPERTY TAXES. equivalent, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Becky Kelderhouse
General Manager
Title

7. FUTURE RENEWALS. Any future renewal of the Agreement shall only be pursuant to Sec. 2 of the Agreement.

8. SIGNATURES. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.

9. CONFLICTS. In the event of a conflict between the terms of the Agreement, Exhibit A, and this First Amendment, the terms of this First Amendment shall prevail.

10. INCORPORATION OF EXHIBIT. By this reference Exhibit A is incorporated in this First Amendment.

11. OTHER TERMS OF AGREEMENT UNCHANGED. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates indicated below.

Support and Maintenance Renewal Notice Period

January 1, 2021 through December 31, 2021

<u>Software</u>	<u>Licenses</u>	<u>Annual Amount</u>
CourtView application Software Support and Maintenance	50	\$37,707.00
Banked CourtView Licenses	5	\$1,131.00
CourtView Dashboard Software Support and Maintenance	55	\$5,174.00
CourtView OH DPS eCitation Interface Support and Maintenance	1	\$6,005.00
Total Maintenance		50,017.00

Includes updates and enhancements, unlimited email and phone support for 12 months
Equivalent will issue an invoice within 60 day

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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021

14

RESOLUTION NO. 21-14

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND FIRST AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER HEALING PATHWAYS TRADITIONAL HOMES, INC.:

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

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract and first amendment with Healing Pathways Traditional Homes, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and first amendment with Healing Pathways Traditional Homes, Inc. for child care placement:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Healing Pathways Traditional Homes, Inc 1667 State Ave Cincinnati, Ohio 45204 This Agreement in effect from 11/18/20 through 06/30/21	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND HEALING PATHWAYS TRADITIONAL HOMES, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Healing Pathways Traditional Homes, Inc. (“Provider”) (“First Amendment”) is entered into this January 11, 2021.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 11/18/20 through 06/30/21 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

A. Article II. This agreement shall have an initial service period of 11/18/20 through 06/30/21.

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

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

B. Article V.E. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021

should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

- C. **Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. **Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. **New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. **New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. **New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

- J. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- K. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021

(\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

- L. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

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

Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

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

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

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

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

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

E. Signatures.

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

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

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

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

15
RESOLUTION NO. 21-15

IN THE MATER OF APPROVING AN OWNER’S AGREEMENT FOR OLENTANGY FALLS EAST SECTION 3:

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

WHEREAS, the Engineer recommends approving the Owner's Agreement for Olentangy Falls East Section 3;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Olentangy Falls East Section 3 as follows:

**OWNER'S AGREEMENT
PROJECT NUMBER: 8072**

THIS AGREEMENT, executed on this 11th day of January, 2021 between **ROCKFORD HOMES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Olentangy Falls East Section 3**, further identified as Project Number 8072 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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 public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-THREE THOUSAND DOLLARS (\$33,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$738,950
CONSTRUCTION BOND AMOUNT	\$738,950
MAINTENANCE BOND AMOUNT	\$ 73,900
INSPECTION FEE DEPOSIT	\$ 30,000

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

16

RESOLUTION NO. 21-16

IN THE MATTER OF ACCEPTING THE ROADS, ESTABLISHING STOP CONDITIONS AND APPROVING RECOMMENDED SPEED LIMITS FOR BRITONWOODS SECTION 1:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Britonwoods Section 1 (“Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- Britonwoods Drive, to be known as Township Road Number 1780
- Craigens Court, to be known as Township Road Number 1781

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1780, Britonwoods Drive, at its intersection with County Road Number 31, Red Bank Road
- On Township Road Number 1781, Craigens Court, at its intersection with Township Road Number 1780, Britonwoods Drive

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, establishes stop conditions, and approves speed limits in accordance with the Engineer’s recommendations stated herein.

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

17

RESOLUTION NO. 21-17

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT20-0236	Suburban Natural Gas	Peachblow Road	Lay gas main
UT20-0237	Spectrum	Hogback Road	Place buried cable
UT20-0238	Wide Open West	Abbey Knoll Drive	Place directional bore
UT20-0239	Columbia Gas of Ohio	Cherry Glen Drive	Install gas main
UT20-0240	Columbia Gas of Ohio	Liberty Grand Section 1, Phase B	Install gas main
UT20-0241	Columbia Gas of Ohio	Liberty Grand Section 2, Phase B	Install gas main
UT20-0242	Spectrum	Clark Shaw Road	Place buried cable
UT20-0243	Columbia Gas of Ohio	Eagles Landing Drive	Install gas pipe
UT20-0244	Columbia Gas of Ohio	Liberty Grand Boulevard	Install gas pipe
UT20-0245	Columbia Gas of Ohio	Scioto Reserve Extension	Install gas main

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

**18
RESOLUTION NO. 21-18**

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR LIBERTY GRAND COMMUNITIES SECTION 1, PHASES A, B, AND C:

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

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand Communities Section 1, Phases A, B, and C (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the maintenance bond be set at \$562,400 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Liberty Grand, LLC (“Principal”) has provided a maintenance bond in the amount of \$562,400 as surety to cover the one year maintenance period;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Project as outlined herein.

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

**19
RESOLUTION NO. 20-19**

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on February 5, 2015, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 15-147, establishing the Berkshire Landing New Community Authority, pursuant to Chapter 349 of the Revised Code; and

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Berkshire Landing New Community Authority Board of Trustees, pursuant to Resolution No. 15-147 and section 349.04 of the Revised Code; 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 current members of the board of trustees of the Berkshire Landing New Community Authority;

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 appointment of the following members to the Berkshire Landing New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Patrick Blayney	February 4, 2023
Local Government Representative	Robert Riley	February 4, 2023

Section 3. The re-appointments approved in this Resolution shall take effect on February 5, 2021.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Berkshire Crossing Development, LLC, as the statutory developer for the Berkshire Landing New Community Authority.

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

20
TIFFANY MAAG,
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

Other Business
RESOLUTION NO. 21-20

IN THE MATTER OF AUTHORIZING THE APPLICATION FOR PAYMENT UNDER THE UNITED STATES DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") recognizes the ongoing impacts of the COVID-19 public health emergency within Delaware County, including impacts to housing stability; and

WHEREAS, Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act") authorizes the United States Department of the Treasury to make payments to certain recipients to be used to provide emergency rental assistance; and

WHEREAS, Delaware County is an eligible grantee under the Act and may receive a direct payment, subject to the Act and the emergency rental assistance program terms;

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

Section 1. The Board hereby authorizes the County Administrator to submit an application for payment under the United States Department of the Treasury Emergency Rental Assistance Program, as authorized by the Act.

Section 2. The Board hereby authorizes the County Administrator to approve and execute the award terms form as chief executive officer on behalf of the Board and Delaware County.

Section 3. The Board hereby authorizes the County Administrator to take any other actions reasonably necessary to secure payment as contemplated herein.

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

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

21

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

- Last Friday met with members of the Humane Society and the Dog Shelter to discuss a joint facility.
- Dawn Huston, Deputy Administrator, introduced Ellen Wandell: HR's new manager.
- The Commissioner and Human Resources offices will be moving into the renovated Historic Courthouse on Friday. Anyone who is brining over paperwork will be asked to do so on Thursday or Tuesday as to no lose any of that paperwork.

22

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Wishes everyone a happier New Year.
- A lot of work to do in the upcoming year.

Commissioner Benton

- A lot going on in the County.
- The TID will meet on Wednesday
- Happy 2021.
- The Browns beat the Steelers last night.
- Tonight OSU will play Alabama for the National Championship.

Commissioner Lewis

- Wishes everyone a happy New Year.
- Go Bucks!

23

RESOLUTION NO. 21-21

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official; for pending of imminent litigation.

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

RESOLUTION NO. 21-22

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2021**

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners