

COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 25, 2023

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

9:45 A.M. Public Hearing #1 For Proposed Adoption Of Changes To The Building Code Of Delaware County

1
RESOLUTION NO. 23-806

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 18, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 18, 2023; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 23-807

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0922, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0922:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0922, memo transfers in batch numbers MTAPR0922 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2304605	XYBIX SYSTEMS INC	CONSOLE ONE-YEAR WARRANTY	21411306 - 5325	\$10,687.50
R2304641	VERATHON INC	MEDICAL SUPPLIES	10011303 - 5244	\$ 5,230.00

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

4
RESOLUTION NO. 23-808

IN THE MATTER OF ADOPTING A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:

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

WHEREAS, the Board of County Commissioners has passed Resolution No. 07-543 to reduce the real property tax collection rate from 2.8 mills to 1.8 mills, beginning with tax year 2008 for collection in year 2009 and thereafter for a continuing period of time, pursuant to R.C. 5705.313(A); and

WHEREAS, the Board of County Commissioners has passed Resolution No. 23-740 to reduce the real property tax collection rate from 1.8 mills to 1.3 mills, effective only for tax year 2023, collected in 2024, pursuant to R.C. 5705.313(A); and

WHEREAS, the Budget Commission of Delaware County, Ohio has certified to this Board its actions in accordance with R.C. 5705.31 and R.C. 5705.34, together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio, that the amounts and rates as determined by the Budget Commission in its certification are hereby accepted; and

BE IT FURTHER RESOLVED that the following tax levies, within and without the ten mill limitation, are hereby authorized and levied on the tax duplicate of Delaware County at the rates specified herein:

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY
BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

DELAWARE COUNTY TAX YEAR 2023	Amount	Amount	County Auditor's	
	Approved by	to Be Derived	Estimate of Tax Rate	
	Budget Commission	from levies	to be Levied	
	Inside 10 M. Limitation	Outside 10 M. Limitation	Inside 10 M. Limit	Outside 10 M. Limit
FUND				
General Fund	16,999,809		1.30	
Permanent Improvement Fund	1,307,678		0.10	
Developmental Disabilities Fund		19,394,852		2.40
9-1-1- Operations Fund		4,941,657		0.68
Senior Citizens		11,060,089		1.4
Debt Service		895,230		0.09
TOTAL	18,307,487	36,291,828	1.40	4.57

BE IT FURTHER RESOLVED that the Clerk of this Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor.

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

**5
RESOLUTION NO. 23-809**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF
AUGUST 2023:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the Treasurer's Report for the month August 2023.

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

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

**6
RESOLUTION NO. 23-810**

**IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR
PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY
TODD M. BARNHART ON THE OCCASION OF HIS RETIREMENT:**

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

WHEREAS, Delaware County Sheriff's Deputy Todd Barnhart will retire from the Sheriff's Office through the PERS program and in good standing with the office; and

WHEREAS, Deputy Todd Barnhart's assigned duty firearm, SigSauer Model P365XL – Serial Number 66F530526 (the "Firearm"), is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy Todd Barnhart to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

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Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy Todd Barnhart for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy Todd Barnhart accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

7

RESOLUTION NO. 23-811

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE PREVENTION, RETENTION AND CONTINGENCY PROGRAM FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES PUBLIC ASSISTANCE PROGRAM:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following Prevention, Retention and Contingency Program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Prevention, Retention and Contingency Program:

**Prevention, Retention, Contingency
Effective
October 1, 2023- September 30, 2025**

- Overview: Purpose and Eligibility Requirements
- Chapter 1: Family Strengthening and Preservation Services
- Chapter 2: Utility Services
- Chapter 3: Housing and Repair
- Chapter 4: Disaster Services
- Chapter 5: Subsidized Employment Program (SEP)
- Chapter 6: Vehicle Repairs
- Chapter 7: Employment and Training Services
- Chapter 8: Vehicle Fuel Assistance
- Chapter 9: Employment Retention
- Chapter 10: Kinship Caregiver Program
- Chapter 11: Wraparound Services
- Chapter 12: In-School Readiness

1. Purpose:
 - a. The Prevention, Retention, Contingency (PRC) program is a special category of assistance offered by Delaware County Department of Job and Family Services (DCDJFS). It is designed to help people overcome immediate barriers to achieving or maintaining self-sufficiency and personal responsibility, thereby preventing the need for ongoing public assistance. PRC is meant to assist a family through a presenting crisis and not to maintain a family when long term financial expenses exceed the ability of the family to meet those obligations. The main objectives of providing PRC assistance are to prevent loss of paid employment or eliminate a barrier in securing employment; to provide temporary assistance when the retention of a job is in jeopardy due to an unexpected crisis; and to meet a presenting contingency (unforeseen event that, if not satisfied threatens the safety, health, or wellbeing of one or more family members).
 - b. PRC client services or contract services indicated throughout this PRC plan meets one or more of the Temporary Assistance for Needy Families (TANF) Goals indicated below:
 - i. Assisting needy families so that children can be cared for in their own homes;
 - ii. Reducing the dependency of needy parents by promoting job preparation, work and marriage;
 - iii. Preventing out-of-wedlock pregnancies; and
 - iv. Encouraging the formation and maintenance of two-parent families.
2. Voter Registration:
 - a. In accordance with section 329.051 of the Ohio Revised Code (ORC), the DCDJFS makes available a voter registration application to persons applying for or participating in the PRC program. This is also applicable to those entities with whom the county contracts. Contracted agencies can provide the completed voter registration forms to the DCDJFS.
3. PRC Services Are:
 - a. Are services that have no direct monetary value to an assistance group and do not involve

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- implicit or explicit income support; and/or
 - b. Are short term financial assistance which is limited to the amount actually required to meet an emergent need, up to the maximum payment standard;
 - c. After the emergent need is met with PRC funds, the family must be able to meet their ongoing needs;
 - d. Are services that help families through a presenting crisis that interferes with keeping or getting a job;
 - e. Meet unexpected infrequent emergencies that could not be avoided;
 - f. Divert families from applying for cash assistance;
 - g. Are available within a 12-month period from the month of application up to the maximum allowable service.
4. PRC Services Are Not:
- a. Ongoing cash assistance;
 - b. For repetitive delinquent payments of the same crisis... i.e. continual utility shut offs and eviction notices; and/ or
 - c. An entitlement (Services and/or financial assistance are not guaranteed); and/ or
 - d. Available categorically. Recipients of other public assistance programs such as Ohio Works First (OWF), Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI) and/or Medicaid are not automatically eligible for PRC.
5. Eligibility:
- a. The PRC program is intended to meet infrequent emergencies of a legitimate nature that could not have been avoided by any other means available to the applicant.
 - b. Eligibility for PRC is dependent upon the PRC Assistance Group's (AG) demonstration and verification of the need for financial assistance and/or services, and whether the county determines that a provision of PRC will satisfy the need and whether or not the family has the ability to meet their ongoing needs. Eligibility will be carefully evaluated on a case-by-case basis. Immediate needs and whether or not the PRC program can be of benefit to meet said need will be determined by DCDJFS.
6. Other Eligibility Requirements:
- a. Applicants must meet one of the Assistance Group (AG) definitions.
 - b. PRC AG must reside in Delaware County at the time of application unless AG meets other criteria listed in individual chapter.
 - c. At least one member of the PRC AG must be a citizen of the United States or a qualified alien as defined in rule 5101:1-2-30 of the Ohio Administrative Code.
 - d. Income for the PRC AG must be at or below the current 200% of the Federal Poverty Guidelines (FPG).
 - e. Families receiving assistance under other DCDJFS programs may receive PRC assistance as long as they are participating and cooperating with all OWF and Food Assistance requirements (i.e., cooperating with Child Support Enforcement Agency (CSEA), participating, and following an OWF/SNAP Employment & Training (SNAP ET) work activity component, fulfilling their self-sufficiency contract).
7. Assistance Group Definition:
- a. PRC is only available to five specific assistance groups. The definition of each is as follows:
 - i. PRC benefits and services are available to a family assistance group (AG) which includes a minor child or pregnant individual.
 - ii. PRC benefits and services are also available to a non-custodial parent who is regularly meeting his/her court ordered support obligation for a minor child. The non-custodial parent must be working no less than 30 hours per week. In this situation, the PRC AG will consist of the non-custodial parent, his/or her spouse, plus the child(ren) for whom the non-custodial parent is paying support. The income of all PRC AG members will be used in determining eligibility under this provision.
 - iii. An eligible family may also consist of a minor child residing with a parent, caretaker relative, legal guardian, or legal custodian and other family members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.
 - iv. "Minor child" as defined in 45 CFR 260.30 (Code of Federal Regulations) means an individual who:
 - 1. Has not attained eighteen years of age; or
 - 2. Has not attained nineteen years of age and is a full-time student in a secondary school (or the equivalent level of vocational or technical training).
 - v. An eligible family may also consist of related or non-related adults. These adults would be included in determining the household size and their income and resources would be included when determining eligibility.
8. Income/Budgeting Period:
- a. All earned and unearned income received by any PRC AG member within a 30-day budget

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period, is considered in determining financial need with the exception of the earnings of a minor child. The 30-day budget period begins 30 days prior to the date of application and ends on the application date. The gross income received during this time period is used in the computation of financial eligibility. This includes all gross income, both earned and unearned of the PRC AG members. The only allowable deduction from the countable income is legally obligated child support payments paid via a wage withholding by a member of the PRC AG to or for a non-household member. This wage withholding must be verified.

- b. The following are examples of earned income that must be counted in the 30-day budget period. These are examples only and are not meant to be an all-inclusive list:
 - i. Earnings from work as an employee; Earnings from Self Employment (computed using the last 30 days of income. Self-employment income is to be computed based on TANF rules);
 - ii. Strike benefits;
 - iii. Training allowance; and
 - iv. Tax returns.
 - c. The following are examples of unearned income that must be counted in the 30-day budget period. These are examples only and are not meant to be an all-inclusive list:
 - i. RSDI, SSI Benefits;
 - ii. Alimony and Child Support;
 - iii. Veteran Administration Benefits;
 - iv. Workers' Compensation Benefits;
 - v. Unemployment benefits;
 - vi. Pension and Retirement Benefits;
 - vii. Strike Benefits;
 - viii. Investment Income;
 - ix. Rental Income; and
 - x. OWF.
 - d. The following are examples of excludable income:
 - i. (A) Child support payment distributions made by the Ohio department of job and family services (ODJFS) pursuant to division (C) of Section 1 of Am. S.B. 170 of the 124th General Assembly (10/25/2001).
 - ii. (B) All income that is federally excluded in the determination of eligibility for federal needs-based programs. Federally excluded income includes the income sources identified in paragraphs (C) and (D) of this rule.
 - iii. (C) Drug discounts and transitional assistance received under the Medicare Prescription Drug, Improvement, and Modernization Act, at Section 1860D-31(g)(6) of the Social Security Act (12/08/2003). The language in Section 1860D-31(g)(6) of the Social Security Act states that the availability of negotiated prices or transitional assistance under this section shall not be treated as benefits or otherwise taken into account in determining an individual's eligibility for, or the amount of benefits under any other federal program.
 - iv. (D) Monetary allowances paid under Section 401 of the Veteran's Benefits and Health Care Improvement Act of 2000, effective December 1, 2000. Payments authorized and made by the veteran's administration (VA) to provide certain benefits, including a monthly monetary allowance for children with covered birth defects who are the natural children of women veterans who served in the republic of Vietnam from February 28, 1961 through May 7, 1975.
 - e. Written or verbal verification from the income source is required. Any verification that is obtained by phone must be dictated clearly in the PRC AG case record to include the following:
 - i. The name and position of the individual supplying the information;
 - ii. The date the verification was obtained;
 - iii. The amount of the verified income; and
 - iv. The name of the individual who obtained the verification.
9. Resources:
- a. A PRC applicant is encouraged to explore and utilize any program, benefit, or support system which may reduce or eliminate the presenting need. County personnel determining eligibility for PRC should be aware of community resources which may be contracted for or otherwise utilized to help meet the need.
 - b. Ineligible Assistance Groups/ Applicants: Fugitive felons, probation and/or parole violators;
 - c. AG's which include individuals who are under a disqualification and are ineligible to participate in the OWF or Food Assistance programs;
 - d. Unmarried, non-graduate minor parent, with a child more than 12 weeks old, and not attending high school or participating in activities aimed at enabling the teen to receive an equivalency degree;
 - e. Unmarried minor parent or pregnant minor not living in an approved adult supervised setting;
 - f. Individuals found to have fraudulently misrepresented residence in order to obtain assistance;

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- g. PRC AG’s which consist of a household member that is currently serving a sanction or penalty period from any public assistance program, unless the requested service is for vehicle repair to assist a sanctioned PRC AG member in gaining or retaining employment;
 - h. AG who has not signed a repayment agreement for an existing over payment;
 - i. AG’s which include individuals who are not current on the repayment of an existing overpayment(s);
 - j. AG’s with fraudulent (IPV) overpayments for OWF and PRC assistance – must have these overpayments paid in full to be eligible for PRC funds. Eligibility cannot be authorized until it is verified that the fraudulent overpayment is paid in full. If payment is made by a personal check – authorization of PRC funds can’t occur until it is verified that the personal check has cleared and not returned as non- sufficient funds;
 - k. An AG who has not made a payment towards their rent, utility in the last 4 months. Payments made by another organization may not meet this requirement unless requested by Protective Services;
 - l. Non-citizens or individuals who do not meet the qualified alien requirements in OAC 5101:1-2-30; and
 - m. Illegal aliens and/or aliens not authorized to work.
10. Application Process:
- a. A PRC application must be completed;
 - b. All providers of services for PRC purposes must be willing to accept a voucher from DCDJFS and complete an IRS Form W9.
11. Misuse of PRC Funds:
- a. Any PRC funds issued inappropriately or incorrectly, based on misrepresentation of facts or a situation by the applicant will be considered an overpayment of funds and will be referred to the Benefit Recovery Unit for recoupment.
12. Comprehensive Case Management and Employment Program (CCMEP) Eligible/ Potentially Eligible Applicants:
- a. Applicants ages 14-24 will be referred to the CCMEP case workers after their application is processed for approval or denial;
 - b. Enrollment into CCMEP is not required; and
 - c. CCMEP participants may still be potentially eligible for PRC while enrolled in CCMEP if CCMEP supportive services funds are fully expended.
13. Amounts and Types of Assistance:
- a. PRC payments are limited to the amount actually required to meet the need in a 12-consecutive month period of eligibility, unless specifically stated elsewhere in this PRC policy. PRC funds issued in any other county within the 12-month period prior to application will be counted toward the maximum allowable service.
14. Authorization:
15. Once eligibility for PRC is established a DCDJFS employee will authorize and generate payment for the assistance, goods, and/or services. Authorization may occur at any time during a period beginning on the date that PRC is approved. As long as payment is authorized within the appropriate period, actual payment may be made to vendors according to the procedures established in the DCDJFS procurement plan. All PRC payments are made by DCDJFS to the vendor. DCDJFS must ensure that its policies meet all auditing requirements.
- Approval/ Denial Process:
- a. The county is responsible for using objective criteria when determining eligibility, and applicants must provide all necessary verifications during this process. Eligibility should be determined within 30 days, however may also be approved or denied prior to 30 days if all criteria has been met to make such determination. Eligibility will be carefully evaluated on a case-by-case basis in a fair and equitable manner.
 - b. A PRC application may also be denied when it is documented by DCDJFS that no attempt by the applicant has been made to prevent a reoccurrence of an emergent need unless the PRC applicant has experienced an extraordinary circumstance or expenses.
 - c. The applicant shall receive Notice of Approval of Your Application for Assistance (ODJFS 4074) or Notice of Denial of Your Application for Assistance (ODJFS 7334) pursuant to the decision rendered. Applicants shall receive a copy of hearing rights at the time of decision.
 - d. Federal laws require that any agency administering federally funded programs cannot discriminate based on race, color, national origin, age, sex, religion, political affiliation, or disability. DCDJFS follows their approved Civil Rights Plan for all program processing, including PRC.

Chapter 1: Family Strengthening and Preservation Services: TANF Goal #1

Family Strengthening and Preservation Services	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>PRC payments may be issued for supportive services to assist at-risk individuals; needy families so that children may be cared for in their own home or in the home of a relative; needy parents to end dependence on government benefits, reduce out-of-wedlock pregnancies, promote job preparation, work, and marriage; and to one-parent families to encourage the formation of two-parent households.</p> <p>Family Preservation and Reunification Services may include (but not limited to):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Respite Care <input type="checkbox"/> Shelter <input type="checkbox"/> Utility Assistance <input type="checkbox"/> Parenting Education <input type="checkbox"/> School Fees <input type="checkbox"/> Supportive Services 	<p>Verification of income or written, signed, dated self-declaration statement of previous 30 days income for the Assistance Group.</p> <p>Completed PRC application</p> <p>A referral form is required from Protective Services for all services in this scope.</p>	<p>\$2,500 per family, per 12 months.</p>	<p>Specified relative w/minor child(ren)</p> <p>Pregnant Woman</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Child only (if in the custody of DCDJFS)</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county or be in the custody of DCDJFS if reunification plan in place.</p> <p>Note: Services may be provided to non-Delaware County residents if that household has involvement with Delaware's Public Children Services Agency (PCSA).</p>
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Chapter 2: Utility Services: TANF Goal #1

Utility Services	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>Emergent needs that inhibit employment or threaten the health and/or safety of children to the extent that it prohibits them from being cared for in their own home. Emergent needs must be determined by DCDJFS</p> <p>Utility Assistance/ Payments to prevent shut off or to reconnect</p> <ul style="list-style-type: none"> <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane (must be verified that there is less than a 10-day supply) <input type="checkbox"/> Fuel Oil (must be verified that there is less than a 10-day supply) <input type="checkbox"/> Water & Sewage <p>Applicant must apply for Home Energy Assistance Program (HEAP) and the Percentage of Income Payment Plan (PIPP), when programs are available, and follow through with the application process before PRC Services can be rendered for utility assistance. PRC funds will not be used to pay PIPP arrears.</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Budget form (Applicant's ability to pay on-going utility will be reviewed when determining eligibility for this service)</p> <p>Original disconnect notice</p> <p>The household must have made at least one payment on that utility bill within the 90 days prior to the date of application and the total payment(s) made must be equal to a minimum of 10% of the amount needed to prevent disconnect or to reconnect the service.</p> <p>Bill must be in a current household members name.</p>	<p>\$1,500 per 12-month period</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>

Chapter 3: Housing and Repair: TANF Goal #1

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<p>Rent and/or Rent Deposits Deposits will only be paid if due in the month of application. Assistance cannot be provided for any month greater than 6 months prior to the date of application.</p> <p>Emergency Shelter /Temporary Shelter</p> <p>Appliance Repair/Replacement/Purchase (Appliance choice is at the agency's discretion)</p> <p>Home repair or replacements if required to ensure health and safety needs including, but not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Structure repair <input type="checkbox"/> Repair or purchase of furnace, air conditioning or water heater <p>For housing repair: Applicant must apply through BRIDGES Community Action Partnership (when their housing repair programs are available) and submit approval/denial verification before PRC Services can be explored. Applicant must verify ownership of property.</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application Budget form (Applicant's ability to pay on-going rent will be reviewed when determining eligibility for this service)</p> <p>Note: payment history by agency(s) and/or household will be considered when determining ongoing ability to pay.</p> <p>Statement from the landlord as to amount needed to prevent eviction or amount needed to move in if homeless, a payment history of a min of 6 months if applying for past due rent and verification that the landlord will accept a county voucher if the AG is approved. (use agency form)</p> <p>HH must have made at least 1 payment on the rent obligation that is past due; the total payment(s) must be equal to a min of 10% or \$100, whichever is lower.</p> <p>Emergency Shelter /Temporary Shelter Proof of homelessness (ex. Statement from a shelter, collateral contact, or self-declaration)</p> <p>Appliance repairs will be authorized prior to replacement. AG must provide verification that they are responsible for the repair or replacement of the appliance.</p> <p>A written estimate and W9 from a licensed service provider for home repairs</p>	<p>\$2,500 per family, per 12 months.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>
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	VERIFICATIONS		GROUP
<p>Declared by Federal Government, State Government, or County Commissioners. Other individual disasters such as house fire, flood, etc. may also be considered.</p> <p>Immediate emergency disaster-caused needs necessary to resume normal daily activities independently. "Immediate" is defined as an event that occurred no earlier than 30 days prior to the date of application.</p> <p>All assistance is based on verified disaster-caused needs. Shelter Assistance</p> <ul style="list-style-type: none"> <input type="checkbox"/> Rent <input type="checkbox"/> Rent deposits <input type="checkbox"/> Emergency shelter/temporary shelter <input type="checkbox"/> Pay <p>ment of moving expenses</p> <p>Utility Assistance</p> <ul style="list-style-type: none"> <input type="checkbox"/> Payments to prevent shut off <input type="checkbox"/> Payment for initial hook-up <input type="checkbox"/> Purchase of bulk fuel <input type="checkbox"/> Installation or repair of telephone <input type="checkbox"/> Purchase or replace essential household contents / Personal Items (item eligibility determined by DCDJFS) <input type="checkbox"/> Essential clothing for members of Assistance Group <input type="checkbox"/> Essential non-consumable products, excluding tobacco and alcohol (item eligibility determined by DCDJFS) <p>Home repair or replacements if required to ensure health and safety needs including, but not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Structure repair <input type="checkbox"/> Appliances or fixture repairs/replacement <input type="checkbox"/> Repair or purchase of furnace, air conditioning or water heater 	<p>Completed PRC Application</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Statement from the landlord verifying tenant is responsible for repairs with amount needed.</p> <p>Disconnect notice and original utility bill in applicant/household member's name.</p> <p>A written estimate for personal items, household items and repairs</p> <p>The disaster must have occurred within the 30 days prior to the date of application.</p>	<p>\$750.00 per Assistance Group, per episode of disaster</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>

Chapter 5: Subsidized Employment Program (SEP); TANF Goal #2

Subsidized Employment Program	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>Enable low income TANF-eligible Delaware County residents to gain valuable work experience while earning a paycheck to help meet basic needs</p> <p>Offer individuals the opportunity to develop work experience and have a current reference from an employer, demonstrating success in a workplace environment.</p> <p>As paid employees, participants pay into the Social Security system and may qualify for Tax Credits, leading to increased long-term economic security.</p>	<p>Completed PRC Application</p> <p>Proof of income for the 30 days prior to the date of application</p> <p>Employer Information and Application Completed Training Plan</p>	<p>Up to 50% not to exceed \$8,000 over a four (4) month period for reimbursement of wages to the employer</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>

Chapter 6: Vehicle Repairs: TANF Goal #2

Vehicle Repairs Transportation Services	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>Provide employment, education, and related transportation services.</p> <p>Reasonable cost of parts and labor to repair vehicle for travel to/from employment or training.</p> <ul style="list-style-type: none"> <input type="checkbox"/> For employment of at least 20 hours per week. (If less than 20 hours per week, must be actively seeking full-time employment) (If unable to work full-time, verification is necessary for exemption) <input type="checkbox"/> Or for full-time training that leads to employment. <p>It is the intent of the program to assist low-income families with unexpected vehicle repair expenses, not expected regular maintenance. Therefore, services that would be considered "regular maintenance" (such as oil changes, windshield wipers, light bulbs, etc.) will not be covered unless required as the result of another necessary repair. Necessary repairs are those needed to ensure the vehicle becomes safe and operational.</p> <p>The cost of the repair cannot be more than the value of the vehicle. Ex: cannot repair a totaled vehicle.</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Proof of current ownership/registration of the vehicle at the time of application.</p> <p>Proof of current driver's license and auto insurance.</p> <p>Have no other working vehicles titled to the assistance group unless the other vehicles are being used for employment or education.</p> <p>Have at least one (1) estimate.</p> <p>Application must be approved before service is completed.</p> <p>Vehicle must be operable after repair.</p> <p>Car repairs performed through a licensed, qualified mechanic or other agency-approved vendor.</p>	<p>\$2,500 per 12-month period.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>
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Chapter 7: Employment and Training Services: TANF Goal #2

Employment and Training Services	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>PRC may be used for employment and training (post-secondary) activities to develop the workforce.</p> <p>Training Services up to \$7,000/training</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tuition (one-time payment for short-term training only) <input type="checkbox"/> Fees <input type="checkbox"/> Books/supplies/uniforms <input type="checkbox"/> Testing fees (1 retake) <p>Supportive Services for Employment/Training up to \$500</p> <ul style="list-style-type: none"> <input type="checkbox"/> Clothing or uniforms for work <input type="checkbox"/> Safety equipment such as shoes or glasses <input type="checkbox"/> Job interview attire <input type="checkbox"/> Tools or equipment required for employment/training <input type="checkbox"/> Transportation vendor services if customer does not have own transportation <input type="checkbox"/> Mileage Reimbursement (at county rate) <input type="checkbox"/> Driver's licenses & birth certificates for eligible AG members (one time only) <input type="checkbox"/> Vehicle insurance - subject to new/ongoing policy or quote. <p>Applicant must apply for services through BRIDGES Community Action Partnership (when programs are available) and follow through with the application process before PRC Services can be rendered for employment and training services.</p>	<p>Completed PRC application</p> <p>Application must be approved prior to start of training.</p> <p>Short-Term Training for "in-demand" career field (determined by agency)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Training to be completed in less than 1 year. <p>Invoice</p> <p>Estimates from multiple vendors may be requested.</p> <p>Verification needed from Training Provider and/or Employer for required Fees, Tools, Uniforms, etc.</p>	<p>\$7,000/ 12-month period</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>

Chapter 8: Vehicle Fuel Assistance: TANF Goal #2

Vehicle Fuel Assistance	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>To provide assistance with the purchase of vehicle fuel for new employment only (travel to/from worksite and home).</p> <p>*Fuel Vouchers/ Checks will be issued One (1) time per eligible household member per 12- month period.</p> <p>Mileage to/from new employment worksite will be calculated using the current county reimbursement rate, times the mileage from home, to work, and back home, times the number of trips. Voucher(s)/checks will be issued based upon this calculation.</p> <p>Each employed member of household over age 16 is eligible.</p> <p>Applicants are not eligible if already reimbursed for travel by their employer or provided this benefit through another assistance program.</p>	<p>Completed PRC application.</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Verification of new employment.</p> <p>Completed W9 for applicant.</p> <p>Employment must be at least 20 hours per week earning at least minimum wage. Benefit may be received prior to start-date of employment if verified by agency.</p>	<p>One (1) time per 12-month benefit.</p> <p>\$100 per person.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>
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Chapter 9: Employment Retention: TANF Goal #2

Employment Retention	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>To provide Employment Retention benefits to employed individuals.</p> <p>Retention benefits are awarded as an incentive for participants to maintain continuous full-time employment. Benefits are issued on the following schedule:</p> <ol style="list-style-type: none"> \$200 employment retention bonus after 30 days of verified continuous full-time employment. \$300 employment retention bonus after 60 days of verified continuous full-time employment. \$500 employment retention bonus after 120 days of verified continuous full-time employment. <p>Total: \$1,000 employment retention bonus</p> <p>Full-Time employment defined as at least 32 hours per week earning at least minimum wage at one individual employer.</p> <p>Continuous employment defined as no more than 5 days between active employment.</p> <p>For new, full-time employment (within 30 days prior to date of application). No retroactive benefits are available. Benefits start from date of application forward.</p> <p>Ex: job starts 1-1 and the PRC application is completed 1-16. The 30-day clock starts the date of the app not the date of the job start.</p> <p>Applicants are not eligible if already provided this benefit through another assistance program.</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Verification of new full-time employment.</p> <p>Verifications of continuous full-time employment for issuance of 2nd and 3rd steps.</p>	<p>\$1,000 per individual per lifetime cap</p> <p>Multiple individuals per assistance group may receive benefit.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Pregnant woman with no other minor children</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county.</p>

Chapter 10: Kinship Caregiver Program: TANF Goal #1

Kinship Caregiver Program	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
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<p>These services are intended to provide the following relief to kinship providers: Supportive Services to stabilize & maintain kinship placement.</p> <p>Childcare expenses (up to 4 months). May be paid directly to a DCDJFS licensed childcare provider or non-licensed childcare provider of the kinship caregivers choice.</p> <p>To be eligible for any of these services, Kinship Caregivers must be a specified relative, a legal guardian, a legal custodian, or meet ORC 5101.85 Kinship Caregiver definition. For Child Care, the child must also be under age 13, or under age 18 with special needs (pursuant to OAC 5101:2-16-01)</p> <p>The assistance group must inform the agency within ten (10) days if the child no longer resides with the kinship caregiver.</p>	<p>Completed PRC application.</p> <p>Income for all assistance group members.</p> <p>Proof of income for 30 days prior to the date of application.</p> <p>Proof of eligible activity (example: employment, training)</p>	<p>\$2,000 per child (excluding childcare)</p> <p>Childcare Expense reimbursement rate may not exceed the maximum established for the Publicly Funded Child Care Program.</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>To be eligible for any of these services, Kinship Caregivers must meet ORC 5101.85 guidelines.</p> <p>Note: Services may be provided to non-Delaware County residents if that household has involvement or placement by Delaware PCSA, Delaware Courts, or Family & Children First Council (FCFC).</p>
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Chapter 11: Wraparound Services: TANF Goal #1

Wraparound Services	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>Available services provided by Delaware County Family & Children First Council (FCFC)</p> <p><u>Basic Service Coordination</u> Broad-based, youth and family-driven, cross system (team) planning process by which resources and supports are coordinated to determine the least restrictive plan of success for the youth and family. Team meetings are facilitated by FCFC staff during this process.</p> <p><u>Intensive High-Fidelity Wraparound</u> Evidence-based intensive planning and facilitation process, utilizing a comprehensive team to develop a uniquely designed helping plan based on the youth and family's needs, and is inclusive of uniquely designed resources linked to youth and family strengths. High fidelity Wraparound is provided for youth and families with complex intensive multiple needs across multiple systems. In addition to facilitating team meetings, FCFC staff also develop and implement individualized strength-based plans for the youth and family.</p>	<p>Completed PRC application</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>After approval, an invoice must be received from FCFC verifying the receipt of Basic Service Coordination and/or Intensive Wraparound services.</p>	<p>\$2,500 per family, per 12 months for Wraparound or Service Coordination</p>	<p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p> <p>Child Only (if in the custody of DCDJFS)</p> <p>Non-custodial parent if resides in Delaware County and is regularly providing support to child(ren). The child may reside out of county or be in the custody of DCDJFS if reunification plan in place.</p>

Chapter 12: In-School Readiness: TANF Goal #1

In-School Readiness	NEED VERIFICATIONS	CAP	ASSISTANCE GROUP
<p>Vouchers to assist families with purchasing school clothes, shoes etc. for children/ students to promote school engagement and truancy prevention.</p> <p>Applications will be accepted on a first come first serve basis up to the point of available funding and vendor acceptance. When funding has been maximized, applications will be denied regardless of eligibility.</p>	<p>Completed PRC application.</p> <p>Proof of income for the 30 days prior to the date of application.</p> <p>Verification of student grade level.</p>	<p>\$200 (per child) voucher</p>	<p>Eligible assistance groups with school aged children enrolled to attend K-12 school outside of the home.</p> <p>Specified relative w/minor child(ren)</p> <p>Legal custodian/guardian w/minor child(ren)</p>

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

DIRECTOR ANDERSON PROVIDED AN UPDATE ON THE GOVERNOR’S BUDGET INCLUDING A NEW STATE DEPARTMENT FOR OHIO DEPARTMENT OF CHILDREN AND YOUTH

January 2025/develop policies, employees, plans

8

RESOLUTION NO. 23-812

IN THE MATTER OF RECOGNIZING SEPTEMBER 2023 AS GRANDPARENT/KINSHIP MONTH IN DELAWARE COUNTY:

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

WHEREAS, in Ohio, more than 297,000 children under the age of 18 live in homes where the caregivers are relatives other than their parents, and of these, more than 189,000 live with grandparents; and

WHEREAS, 85,000 children live in the homes of their grandparents who are responsible for their care and 45,000 have cared for their grandchildren for five years or more; and

WHEREAS, the number of grandparents and kinship caregivers who are raising their grandchildren and other relative children is increasing in Delaware County, Ohio; and

WHEREAS, many children are fortunate to be cared for by their grandparents or kinship caregivers when their parents are unable to care for them; and

WHEREAS, we are pleased to honor and recognize the grandparents and other kinship caregivers who raise children in kinship care, ensure their safety and well-being, and provide a stable household for these young people to thrive; and

WHEREAS, we commend Delaware County Protective Services who support these families by increasing awareness of resources available to grandparents and kinship caregivers through the Ohio Grandparent Kinship Coalition, the Ohio Kinship and Adoption Navigator Program, the Ohio Federation for Health Equity and Social Justice, the Public Children Services Association of Ohio, the Ohio Family Care Association, and other programs;

NOW, THEREFORE, BE IT RESOLVED that Jeff Benton, Barb Lewis, and Gary Merrell on behalf of the Delaware County Board of Commissioners, do hereby recognize September 2023 as Grandparent/Kinship Month.

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

9

RESOLUTION NO. 23-813

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A LOCAL SPONSOR APPLICATION TO THE OHIO DEPARTMENT OF AGRICULTURE OFFICE OF FARMLAND PRESERVATION:

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

WHEREAS, the Ohio Department of Agriculture Office of Farmland Preservation offers matching grants for the acquisition of farmland preservation easements through local sponsors; and

WHEREAS, the Delaware County Board of Commissioners, in cooperation with the Delaware Soil and Water Conservation District, wishes to submit an application for Delaware County to serve as a local sponsor for the program; and

WHEREAS, the Board hereby declares that Resolution No. 17-1131 (approving a memorandum of understanding between Delaware County, Ohio and the Ohio Department of Agriculture for The Local Agricultural Easement Purchase Program), shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the County Administrator to complete a local sponsor application to the Ohio Department of Agriculture Office of Farmland Preservation and authorizes the President of the Board to sign and submit this application.

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

10

RESOLUTION NO. 23-814

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IN THE MATTER OF ACCEPTING THE ADDENDUM AWARD OF THE COMMUNITY CORRECTIONS GRANT FOR THE ADULT COURT SERVICES DEPARTMENT:

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

WHEREAS, the Delaware County Adult Court Services Department has applied for and been awarded the 2024 Community Corrections Grant (the "Grant"); and

WHEREAS, the Grant is used to augment County funds to pay for positions within Adult Court Services; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, the County Administrator, is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining County Administrator as the designated official;

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

Section 1. The Board hereby accepts the addendum award of \$26,548.00 to the Community –Based Corrections Subsidy Grant Agreement total as follows:

Grant #	\$707,516.00
Source:	Ohio Department of Rehabilitation and Correction
Grant Period:	July 1, 2023 to June 30, 2025
Ohio DRC Grant Amount:	707,516.00
Local Match:	<u>\$0.00</u>
Total Grant Amount:	\$707,516.00

Section 2. The Board hereby authorizes the County Administrator as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

11
RESOLUTION NO. 23-815

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Appropriation		
From:	To:	
66211900-5410	66211900-5201	\$40,000.00
SRF-Building/Improvements > \$25,000	SRF/Gen Supplies & Equipment < 1,000	
66211900-5450	66211900-5290	\$60,000.00
SRF – Machinery & Equip > \$5,000	SRF/Chemicals	

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

12
RESOLUTION NO. 23-816

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DLZ OHIO, INC. FOR DESIGN SERVICES RELATED TO THE JEWETT ROAD TRUNK SEWER IMPROVEMENTS PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with DLZ Ohio, Inc., for design services related to the Jewett Road Trunk Sewer Improvements Project;

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

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hereby approves the following agreement with DLZ Ohio, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on September 25, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide professional design services for the County’s Jewett Road Trunk Sewer Improvements Project (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the Consultant’s Fee Proposal dated September 7, 2023, attached hereto as Exhibit A and, by this reference, incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or her designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 4.2 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail on the Parties to the attention of the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Julie McGill

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: jmcgill@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Tatyana Arsh

Address of Firm: 6121 Huntley Road

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City, State, Zip: Columbus, Ohio 43229
 Telephone: (614) 888-0040
 Email: tarsh@dlz.com

6 PAYMENT

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

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

- 7.1 The Consultant shall commence Services upon written order from the Sanitary Engineer and shall complete the Services in accordance with the project milestones in Exhibit A.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written authorization from the Sanitary Engineer.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

For any additional services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

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12 INDEMNIFICATION

- 12.1 The Consultant 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 proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

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- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

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

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

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

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

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

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

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

13

RESOLUTION NO. 23-817

IN THE MATTER OF APPROVING A WATER USER'S AGREEMENT WITH DEL-CO WATER COMPANY, INC., FOR WATER SERVICE AT THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Del-Co Water Co., Inc., for water service at the Olentangy Environmental Control Center;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Del-Co Water Co., Inc.:

Del-Co Water Co. Inc. Water User's Agreement
(Rev. 12-27-19)

**DEL-CO WATER CO., INC
WATER USER'S AGREEMENT**

Please sign the Water User's Agreement on the reverse side by the "X"

Account Number:

Name Delaware County/RSD
Billing Address 10333 Olentangy River Rd., Powell, OH
Phone 740-833-2240
Email sinvoices@co.delaware.oh.us
Service Address 10333 Olentangy River Rd., Powell, OH 43065
Meter size 6 x 1/12 – Master Meter
Member ship

Service Date:

VOLUNTARY STATISTICAL DATA	
"The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race, ethnicity and sex of applicants on the basis of visual observation or surname."	
<input type="checkbox"/>	I do not wish to furnish this information
Race/National Origin (select one or more):	
<input type="checkbox"/>	American Indian or Alaska Native (not Alaskan)
<input type="checkbox"/>	Asian
<input type="checkbox"/>	Black or African American
<input type="checkbox"/>	Native Hawaiian or Other Pacific Islander
<input type="checkbox"/>	White
<input type="checkbox"/>	Other (Specify)
Ethnicity (select one):	
<input type="checkbox"/>	Hispanic or Latino
<input type="checkbox"/>	Sex:
<input type="checkbox"/>	Female
<input type="checkbox"/>	Male
<i>This Institution is an equal opportunity provider and employer</i>	

This agreement, between Del-Co Water Co. Inc. (a non-profit corporation), hereinafter called the Association, and the Signer hereof, a User of the Association hereinafter called the User.

Witnesseth

Whereas, the User desires to purchase water from the Association, and to enter into a water user's agreement as required by the Code of Regulations of the Association. Now, therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Association shall furnish, subject to the limitations set out in Rules and Regulations and Code of Regulations and those hereinafter provided for, such quantity of water as the User may desire in connection with his occupancy of the property described on the reverse hereof.

The User hereby agrees to give the Association, its successors or assigns, a perpetual easement in, over, under, and upon the abovedescribed land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to ingress and egress over adjacent land for the purpose mentioned above. The User shall install and maintain at its own expense a service line, which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the User, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, times, and places as shall be determined by the Association and agrees to the penalties for non-compliance with the above as set out in the Rules and Regulations. In addition to any connection fee established by the Association, the User agrees to pay a membership fee in the amount of TEN DOLLARS (\$10.00). A tenant deposit shall be held and applied by the Association to the payment of the account of the User should service to the user be terminated either voluntarily by the User, or

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involuntarily by the Association. Should the account be fully paid at the time of termination of service to the User, the tenant deposit shall be refunded by the Association within a reasonable time thereafter.

The Association shall purchase and install a cutoff valve and may also provide a water meter for each service location. The Association shall have the exclusive right to use such cutoff valve and water meter. The Association shall have the sole responsibility to (1) determine the location of any service line connection to its distribution system; (2) determine the allocation of water to Users in the event of a water shortage; (3) shut off water to the User who allows a connection or extension to be made to its service line for the purpose of supplying water to another party. In the event the total water supply is insufficient to meet all the needs of the Users or in the event there is a shortage of water, the Association may prorate the water available among the various

Users on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering use of water for lawn/landscape watering purposes by particular Users and require adherence thereto or prohibit the use of water for lawn/landscape watering purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all of the Users, the Association shall first satisfy all the needs of Users for both domestic and livestock purposes before supplying any water for lawn/landscape watering purposes.

The User agrees to comply with the requirements of the Ohio Environmental Protection Agency that no other present or future source of water will be connected to any water lines served by the Association's water lines and will disconnect from its present water supply prior to connecting to and switching to the Association's system; and will properly abandon any auxiliary sources of water on the premises, such as a well or cistern, or either 1) install a reduced pressure principle backflow preventer on the Association's service line, or 2) meet other requirements which may be allowed. The User shall connect its service lines to the Association's distribution system and shall commence using water from the system on the date that the water is made available to the User by the Association. Water charges to the User shall commence on the date that the service is made available. The Board of Directors shall have the authority, in addition to all other rights and remedies, to purchase the User's Membership Certificate and terminate this agreement and, in such event, the User shall not be entitled to receive, nor the Association obligated to supply any water under this agreement. If the User thereafter pays all water charges in arrears, all penalties charged against it and reinstallation fee provided in the Association Rules and Regulations, it may re-purchase its membership certificate, and it shall then be entitled to a resumption of water services subject to all regulations of the Association.

Users who joined the Association as part of a community waterworks improvement project may be subject to a monthly surcharge in addition to the monthly water use charge to reimburse the Association the costs incurred with constructing the project. The terms of said surcharge are unique to each community project and determined with a calculation using total project cost less contribution in aid of construction divided by the total number of project participants and spread over a predetermined period of years. The calculated surcharges, minimum and usage charges are payable by the User upon the substantial completion of the project regardless of the connection of its service line to the Association's distribution system. Any amounts in arrears shall be brought current by Users to initiate and maintain water service.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect its service line to the Association's distribution system as set forth above, or by refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, the User agrees to pay the Association no more than ten percent (10%) of the current tap fee as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that the breach by the User in either of the respects set forth above would cause serious and substantial damages to the Association and it will be difficult, if not impossible, to prove the amount of such damages. Nothing in this paragraph shall be construed to limit the amount of any outstanding surcharges associated with the member's premises.

The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. The failure of the User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- (1) nonpayment after the due date will be subject to a penalty of five percent of the delinquent account;
- (2) nonpayment within thirty days from the billing date may result in the water being shut off from the User's property. In the event it becomes necessary for the Association to shut off the water from the Users property, a fee as established by the Board of Directors and shown on the SHUT OFF notice will be charged for turn on or reconnection of the service.

NOTIFICATION OF OHIO METER TAMPERING LAW

The State of Ohio has a law that makes tampering with Water Company meters or equipment illegal and establishes penalties for violations. Penalties applied for the following illegal acts:

- (1) Interfering with or bypassing a water meter or attachment to impede or reduce correct registration of the meter;
- (2) Knowingly consuming any water which has not correctly registered in the meter because of tampering;

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- (3) Reconnecting water service that has been disconnected or shut off by the Water Company for non-payment or other reasons;
- (4) Knowingly consuming any water which unlawfully reconnected.

IN WITNESS WHEREOF, we have hereunto executed this instrument this 25th day of September, 2023.

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

14

RESOLUTION NO. 23-818

IN THE MATTER OF APPROVING A BACKFLOW PREVENTION AGREEMENT WITH DEL-CO WATER COMPANY, INC., FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Del-Co Water Co., Inc., for backflow prevention at the Olentangy Environmental Control Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Del-Co Water Co., Inc.:

DEL-CO WATER COMPANY, INC. BACKFLOW PREVENTION AGREEMENT
Ohio Revised Code §6109.13
Ohio Administrative Code §3745-95

This agreement, between Del-Co Water Company, Inc. (a non-profit company), herein called the Association, and the Signer hereof, a User of the Association, hereafter called User.

WHEREAS, the Association owns and operates a public water system, is obligated and required by the laws of the State of Ohio to implement and conduct a backflow prevention program to protect and safeguard the general public against the threat of contamination caused by the backflow of contaminants by an auxiliary water system into the public water system, requires that the User enter into an agreement to restrict and control all activity on his real property that may cause contamination of the public water system.

In exchange for the Association providing water service to the User in accordance with the Water User's Agreement, User agrees that they understand the policies of the Association concerning the control and/or abatement of auxiliary water systems on their real property.

If such auxiliary water system does not exist on said real property, User attests to the following statement:

I state that to the best of my knowledge, my real property does not contain an auxiliary water system, nor will I install or cause to have installed an auxiliary water system on my property in the future. I further agree to grant the Association, or its assigns, access to my premises, as required, for the purpose of confirming my compliance with the backflow regulations.

If such auxiliary water system does exist on said real property, the User agrees to select one of the following methods to bring their real property into compliance with the laws of the State of Ohio and the Association's policies:

1. I agree to completely remove the auxiliary water system from my real property and grant the Association, or its assigns, access to my real property, to confirm the removal of said auxiliary water system.
2. I agree to retain my auxiliary water system and relocate all components of said auxiliary water system to outside my premises, and to grant the Association, or its assigns, access to my premises, as required, for the purpose of inspection, and to pay all fees associated with inspection to ensure that the separation is maintained, at regular intervals as required in OAC 3745-95-04.
3. I agree to retain my auxiliary water system and install or cause to have installed a reduced pressure (RP) principle backflow prevention assembly at my premises, to disconnect the auxiliary water system from the public water system on my premises, and to grant the Association, or its assigns, access to my premises, as required, for the purpose of inspection, to ensure that the separation is maintained. I further agree to maintain the backflow prevention assembly in good working order and to have it tested by a certified backflow tester at regular intervals as required in OAC 3745-95-06.

User further agrees:

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1. User shall not install or maintain a connection between the public water system or User’s water system and an auxiliary water system.
2. Water service shall be denied or discontinued, after reasonable notice is given to the occupant thereof, to any premises wherein any backflow prevention device required is not installed, tested and maintained in a manner acceptable to the Association, or if it is found that the backflow prevention device has been removed or by-passed, or if an unprotected cross-connection exists on the premises, or if the Association’s personnel, or authorized representative, is denied entry to determine compliance with the backflow regulations.
3. Water service to such premises shall not be restored until the User has corrected or eliminated such conditions or defects in conformance with all applicable rules and regulations, and to the satisfaction of the Association.
4. Other penalties and conditions as stated in OAC 3745-95-08 and the Association’s Water User’s Agreement shall be in full force, and not be nullified in any way by this agreement.

Definitions:

1. “Auxiliary water system” means any water system on or available to the premises other than the public water system. These auxiliary water systems shall include used water or water from a source other than the public water system, such as wells, cisterns or open reservoirs that are equipped with pumps or other prime movers, including gravity.
2. “Consumer’s or User’s water system” means any water system, located on the consumer’s premises, supplied by or in any manner connected to a public water system.
3. “Premises” means any building, structure, dwelling or area containing plumbing or piping supplied from a public water system.
4. “Cross-connection” means any arrangement where by backflow can occur.
5. “Real property” means the property that is owned or under the control of the consumer and adjacent to the premises.

Users who are prior existing customers of the Association, or new Users selecting Option 1 or 2 above agree to complete all modifications to their property required to bring their property into compliance with the backflow regulations and the Association’s policies on or before 90 days after water service is established. New Users selecting Option 3 agree to install the RP assembly prior to service being established by the Association.

IN WITNESS WHEREOF, we have entered into this instrument this 25th day of September, 2023.

Property Address: 10333 Olentangy River Rd., Powell, OH 43065 Master Meter

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

**15
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

**16
RESOLUTION NO. 23-819**

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

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

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
UT2023-0164	SPECTRUM	CENTER VILLAGE DR	BURY CABLE
UT2023-0165	SPECTRUM	SAWMILL RD	BURY CABLE
UT2023-0166	SPECTRUM	HOME RD	BURY CABLE
UT2023-0167	TEAM FISHEL	BALE KENYON RD	TRENCH FOR DUCT
UT2023-0168	SUBURBAN GAS	PIATT RD	LAY PIPE

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

**17
RESOLUTION NO. 23-820**

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IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR THE SHIRE:

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

WHEREAS, on September 7, 2023, a Ditch Maintenance Petition for The Shire (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within The Shire, 11.00 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$ 10,260.00 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 8 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore, \$1,282.50 per unit. An annual maintenance fee equal to 2% of this basis (\$25.65) will be collected for each developed condominium unit.

We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$205.20 has been paid to Delaware County.

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

**18
RESOLUTION NO. 23-821**

IN THE MATTER OF APPROVING ADVANCE OF FUNDS:

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

Advance of Funds		
From:	To:	
10011102-8500	52711146-8400	4,726.75
Commissioners General/Advance Out	BR DI Havens/Advance In	
10011102-8500	52811147-8400	265.66
Commissioners General/Advance Out	BR DI Fancher Rd/Advance In	
10011102-8500	53011149-8400	4,327.98
Commissioners General/Advance Out	BR DI Ruder West/Advance In	

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

**19
RESOLUTION NO. 23-822**

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS:

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

Advance of Funds

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From: 10011102-8500 Commissioners General/Advance Out	To: 23011704-8400 CDBG PY2020/Advance In	175,000.00
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Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

20

9:45A.M. PUBLIC HEARING #1 FOR PROPOSED ADOPTION OF CHANGES TO THE BUILDING CODE OF DELAWARE COUNTY

The Board of Commissioners opened the hearing at 9:53A.M.

The Board of Commissioners closed the hearing at 9:58A.M.

21

ADMINISTRATOR REPORTS

CA Davies

Today’s Earlier Resolution No. 23-808/ Included The Reduced Real Property Tax Collection Rate From 1.8 Mills To 1.3 Mills, Effective Only For Tax Year 2023, Collected In 2024

22

Commissioners’ Committees Reports

Commissioner Merrell

- Fair Week Was Very Busy: Jr Fair Auctions, Veterans Dinner Event On Friday
- Attended A CCAO Board Retreat On Thursday And Friday
- Sunday’s Tour Of The Intel Plant Construction Site

Commissioner Lewis

- Fair Week Veterans Dinner Event On Friday
- Sunday’s Tour Of The Intel Plant Construction Site

Commissioner Benton

- Fair Week Jr Fair Auctions; Veterans Dinner Event On Friday; Million Dollar Purse Little Brown Jug Day; Thanks To The Governor For Support
- Sunday’s Tour Of The Intel Plant Construction Site
- Landbank Meeting Later Today

23

RESOLUTION NO. 23-823

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, FOR PENDING OR IMMINENT LITIGATION, AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.23(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 121.23(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.23(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

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

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 23-824

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners