

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 22, 2013**

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

**Present:**

**Ken O'Brien, President**

**Dennis Stapleton, Vice President**

**Gary Merrell, Commissioner**

**RESOLUTION NO. 13-411**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 18, 2013:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 18, 2013; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 13-412**

**IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK OF APRIL 21 AS NATIONAL CRIME VICTIMS' RIGHTS WEEK IN DELAWARE COUNTY:**

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

**WHEREAS**, Delaware County continues its efforts to prevent and respond to crime at every level, it will never neglect to show fairness, dignity, and respect to victims and survivors of crime, and will honor them during National Crime Victim's Rights Week 2013.

**WHEREAS**, Delaware County will observe National Crime Victim's Rights Week from April 21 through April 27 by planting a flag on the lawn of the Delaware County Commissioner's Office representing a victim of violent crime as recognized by the Delaware County Courts. Victims will also be honored through the Clothesline Project and through participation in the 5<sup>th</sup> Annual Delaware County Walk a Mile In Her Shoes event. The hope is that these displays and events will illustrate to residents how much crime impacts this community, and demonstrate compassion and support to all victims and survivors.

**NOW THEREFORE BE IT RESOLVED**, It is with great admiration the Delaware County Commissioners express their appreciation for those victims and survivors of crime who have turned personal tragedies into a magnanimous force that not only serves to improve the rights and treatment of other crime victims, but also builds a better more just community, and for those people who work on behalf of crime victims such as the volunteers, law enforcement officers, prosecutors, victim service providers, physicians, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to crime victims help to lessen the trauma and assist in personal recoveries;

**FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT**

The week of April 21 through 27, 2013, is declared National Crime Victim's Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding and compassion.

**BE IT HEREBY RESOLVED**, That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

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**RESOLUTION NO. 13-413**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0419, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0419:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0419, memo transfers in batch numbers MTAPR0419 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Line Amount
<b>EMERGENCY MANAGEMENT SERVICE – SERVICES AND CHARGES</b>				
R1303644	LIBERTY TWP FIRE DEPT	1 <sup>ST</sup> QUARTER 2013 EMS RUNS	10011303-5345	52,126.91
<b>SANITARY ENGINEER – SERVICES AND CHARGES</b>				
R1303592	JWC ENVIRONMENTAL LLC	REPAIR MUFFIN MONSTER	66211903-5328	15,000.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-414**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR DOUBLE EAGLE MAINTENANCE FACILITY:**

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

WHEREAS, on March 15, 2013, a Ditch Maintenance Petition for Double Eagle Maintenance Facility 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 Double Eagle Maintenance Facility located off of Cheshire Road 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 \$23,900.73 for the benefit of the subject site. The developed area is 8.734 acres of Parcel #41841001016000 that will receive the benefit (cost) of the project on a per acre basis. The basis for calculating the assessment therefore is \$2,736.51 per acre. An annual maintenance fee equal to 2% of this basis (\$54.73) will be collected for each acre. It is understood 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 \$478.01 has been paid to Delaware County, receipt of which is hereby acknowledged.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-415**

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

It was moved by Mr. Stapleton, 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

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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
U13-019	Columbia Gas of Ohio	S. Section Line Road	Install gas main
U13-020	Columbia Gas of Ohio	Estates at Blackhawk	Install plastic gas line
U13-021	Time Warner Cable	S. Old State Road	Bore road
U13-022	Centurylink	Sunbury Road	Relocate poles and cable

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

**RESOLUTION NO. 13-416**

**IN THE MATTER OF APPROVING AN AGREEMENT WITH COLUMBIA GAS OF OHIO, INC. FOR THE RELOCATION OF THEIR FACILITIES TO AVOID CONFLICT WITH THE PROJECT KNOWN AS DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS IMPROVEMENTS:**

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

Whereas, Columbia Gas of Ohio, Inc. currently owns and operates three, six and eight inch plastic medium pressure main lines along Home Road (C.R. 124) from SR 257 to Scioto Parkway; and,

Whereas, it has been determined that approximately 2,481 feet of this pipeline must be relocated in order to avoid conflict with the project known as DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersection Improvements; and,

Whereas, Columbia Gas has determined and the County Engineer concurs that approximately 83.67 percent of such main lines are within existing private easement and are not subject to relocation at the utility owner's expense pursuant to O.R.C. 5547.03; and,

Whereas, the County Engineer recommends approval of the Agreement with Columbia Gas of Ohio, Inc. for the relocation of the aforementioned pipeline in conjunction with the project known as Home Road/SR 257/Section Line Road Intersections Improvements; and,

Whereas, MORPC-attributable federal highway funds will pay for 80 percent of costs associated with utility relocation for the project, with the balance of costs paid by Delaware County;

Now, Therefore Be It Resolved that the Delaware County Board of Commissioners approve the Agreement with Columbia Gas of Ohio, Inc. for the project known as DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements as follows:

AGREEMENT

THIS AGREEMENT, made this 22nd day of April, 2013 by and between Columbia Gas of Ohio, Inc. having an office and place of business at 200 Civic Center Drive, Columbus, Ohio 43215, hereinafter referred to as "COLUMBIA".

AND

Delaware County Commissioners  
(Company Name)

50 Channing St., Delaware, OH 43012  
(Address)

hereinafter referred to as "REQUESTOR."

WITNESSETH:

WHEREAS, Columbia owns and operates 3-, 6- and 8-inch plastic medium pressure main on Home Road from State Route 257 to Scioto Parkway in Concord Township, State of Ohio, Delaware County; and

WHEREAS, Requestor wishes to have approximately 2,481 feet of this pipeline relocated in order to permit certain construction in the vicinity of the pipeline, and Columbia is willing to relocate said pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties hereby intending to be legally bound, they do hereby promise and agree as follows:

1. Requestor agrees to pay 83.67% of the actual cost of the relocation, estimated at \$228,556.
2. If Requestor decides to cancel or postpone indefinitely the contemplated construction project, Requestor

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agrees to reimburse Columbia for all costs expended or obligated at the time of cancellation or indefinite postponement, including costs, which may have to be expended to restore the premises to their original condition.

3. Upon written execution of this agreement from Requester, Columbia agrees to begin plans to relocate said pipeline. Columbia will physically relocate said pipeline as mutually agreed to when all material is available, all necessary permits are received, and a construction crew is available.
4. Upon completion of said relocation, Columbia shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If 83.67% of the actual cost of said relocation is more than the estimate, Requestor shall promptly pay the excess over the estimate.
5. It is understood and agreed between the Parties hereto that this project will not be commenced until such time as such relocation will not impair the operations of Columbia in its service of gas to its customers..

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-417**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND REPAYMENT OF PRIOR YEAR ADVANCE:**

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

**Supplemental Appropriations**

23212103-5001	JAG Drug Prosecutor Grant/Compensation	(45,578.24)
23212103-5101	JAG Drug Prosecutor Grant/Health Insurance	(17,904.38)
23212103-5102	JAG Drug Prosecutor Grant/Workers Comp	(483.78)
23212103-5120	JAG Drug Prosecutor Grant/OPERS	(6,772.95)
23212103-5131	JAG Drug Prosecutor Grant/Medicare	(701.96)
77112104-5001	Prosecutor Law Enf Trust Fund/Compensation	381.06
77112104-5101	Prosecutor Law Enf Trust Fund/Health Insurance	412.67
77112104-5102	Prosecutor Law Enf Trust Fund/Workers Comp	3.81
77112104-5120	Prosecutor Law Enf Trust Fund/OPERS	53.34
77112104-5131	Prosecutor Law Enf Trust Fund/Medicare	5.53

**Repayment of Prior Year Advance**

<b>From</b>	<b>To</b>	
23212103-8501	10011102-8401	
JAG Drug Prosecutor Grant/Prior Year Advances Out	Commissioners General/Prior Year Advances In	16,665.00

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

**RESOLUTION NO. 13-418**

**IN THE MATTER OF CERTIFYING AND AUTHORIZING THE SIGNING OF THE ENVIRONMENTAL REVIEW RECORDS STATUTORY/ENVIRONMENTAL CHECKLISTS AND AUTHORIZING THE PUBLICATION OF A COMBINED NOTICE FOR FY2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED ACTIVITIES, AND AUTHORIZING THE SIGNING OF THE REQUEST FOR RELEASE OF FUNDS (RROF) FOLLOWING THE PUBLIC COMMENT PERIOD:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved activity funding, per Resolutions 12-1361(CDBG Grant B-F-12-1AT-1) and 12-605 (authorizing use of Revolving Loan Funds), for Ashley street improvements (Grant Activity 1), Ostrander sidewalk improvements (Grant Activity 2), Shawnee Hills sidewalk improvements (Grant Activity 3), Galena public rehabilitation (Grant Activity 4), county-wide home repair (Grant Activity 5), and fair housing (Grant Activity 6); and

WHEREAS, prior to activity funding, an Environmental Review Record (ERR) must be completed and an assessment made on each activity's positive and negative social, economic and environmental impacts; and

WHEREAS, the ERR environmental studies for the Galena and Shawnee Hills activities have been completed; they were conducted by the Ohio Regional Development Corporation. The following administrative assessments were made (following review of the checklists and supporting documentation) by the Ohio Regional Development Corporation with the concurrence of the Economic Development Director: The ERR for the Galena activity was determined to be Categorical Excluded, per 24 CFR Part 58.35 (Categorical Exclusions are activities that do not involve significant environmental impacts). The ERR for the Shawnee Hills activity required an Environmental Assessment (sufficient evidence and analysis were needed to determine whether to prepare an environmental

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impact statement or a finding of no significant impact); the Environmental Assessment indicated no significant impact on the environment, per 24 CFR Part 58.36. Both studies indicated no significant negative impacts on the environment; and

WHEREAS, a Combined Notice (Finding of No Significant Impact on the Environment, FONSI, and a Notice of Intent to Request Release of Funds, NOI/RROF) must be published for public comment. The Combined Notice must be published one time for a fifteen day public comment period in a local newspaper of general circulation and paid subscription; and

WHEREAS, following the local public comment period, the RROF must be signed and submitted to the Ohio Development Services Agency (ODSA). ODSA reviews for completeness and publishes for further public comment. Once ODSA processing requirements are completed, an Environmental Release is sent to the chief executive officer authorizing activity funding to begin.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board hereby certifies the ERRs for the activities known as Shawnee Hills sidewalk improvements (Grant Activity 3) and Galena public rehabilitation (Grant Activity 4), and authorizes the following documents to be signed: (1) if available, the CEO at the time of the Grant Agreement's approval, Commissioner Stapleton, or the current president of the Commissioners, to sign the Statutory/Environmental Checklists for the ERRs indicating approval, and (2) if available, the CEO at the time of the Grant Agreement's approval, Commissioner Stapleton, or the current president of the Commissioners, to sign the RROF, following the public comment period, indicating approval.

Section 2. The Board hereby authorizes the publication of the following Combined Notice in the Delaware Gazette on April 25, 2013; then following a fifteen day public comment period and RROF signing, the Board directs the Director of Economic Development to forward the RROF and supporting documents to the Ohio Development Services Agency.

**COMBINED NOTICE**

**NOTICE TO PUBLIC OF A FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT (FONSI)**

April 25, 2013

Delaware County  
Delaware County Commissioners  
101 N. Sandusky St.  
Delaware, OH 43015  
740-833-2100

To All Interested Persons, Agencies, and Groups:

Delaware County proposes to request that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following projects:

**Delaware County 2012 CDBG Community Development Block Grant Program**

**Projects:** Sidewalk Improvements and Public Rehabilitation

**Source of Federal Funds:** CDBG

**Description:** Sidewalk Improvements will be made in the Village of Shawnee Hills and Building Improvements will be made in the Village of Galena to the Village Hall.

**Single-Year Project** in Delaware County

**Cost:** \$53,900

Delaware County has determined that the projects will have no significant impact on the environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969, as amended, is not required.

Delaware County has prepared an Environmental Review Record (ERR) for each of the projects listed above. The ERRs document the environmental review of the projects. The ERRs are on file and available for the public's examination and copying, upon request, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday (except holidays) at the above address.

No further environmental review of the projects will be conducted prior to the request for release of Federal funds.

Delaware County plans to undertake the projects described above with the Federal funds cited above. Any interested person, agency, or group wishing to comment on the project or disagreeing with this Finding of No Significant Impact decision may submit written comments for consideration to the Delaware County Commissioners at the above listed

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address by 4:00 p. m. on May 10, 2013, which is at least 15 days after the publication of this combined notice. A notice regarding the responsible entity's intent to request the release of funds is listed immediately below.

**NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS (NOI/RROF)**

To All Interested Persons, Agencies, and Groups:

On or about, but not before, May 13, 2013, Delaware County will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the project(s) listed above.

Delaware County certifies to the State of Ohio that Dennis Stapleton, in his capacity as Vice President, consents to accept the jurisdiction of Federal courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied.

The legal effect of the certification is that upon its approval, Delaware County may use the Federal funds, and the State of Ohio will have satisfied its responsibilities under the National Environmental Policy Act of 1969, as amended.

The State of Ohio will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following grounds: (a) the certification was not, in fact, executed by the responsible entity's Certifying Officer; (b) the responsible entity has failed to make one of the two findings pursuant to Section 58.40 or to make the written determination required by section 58.35, 58.47, or 58.53 for the project, as applicable; (c) the responsible entity has omitted one or more of the steps set forth at subpart E of 24 CFR Part 58 for the preparation, publication, and completion of an Environmental Assessment; (d) the responsible entity has omitted one or more of the steps set forth at subparts F and G of 24 CFR Part 58 for the conduct, preparation, publication, and completion of an Environmental Impact Statement; (e) the recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification by the State; or (f) another federal agency, acting pursuant to 40 CFR Part 1504, has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Written objections must meet the conditions and procedures set forth in subpart H of 24 CFR Part 58, and be addressed to: State of Ohio Department of Development; Office of Community Development; Environmental Officer; P. O. Box 1001; Columbus, Ohio 43216-1001.

Objections to the Release of Funds on bases other than those stated above will not be considered by the State of Ohio. No objections received after May 28, 2013 (which is 15 days after it is anticipated that the State will receive a request for release of funds) will be considered by the State of Ohio.

The address of the certifying officer is:

Dennis Stapleton, Vice-President  
Delaware County Board of Commissioners  
101 N. Sandusky St.  
Delaware, OH 43015

Section 3. This resolution shall take effect and be in force immediately after its passage.

Vote on Motion                      Mr. Stapleton      Aye      Mr. Merrell      Aye      Mr. O'Brien      Aye

**RESOLUTION NO. 13-419**

**IN THE MATTER OF APPROVING THE CONSULTING AND SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO REGIONAL DEVELOPMENT CORPORATION TO PERFORM COMMUNITY DEVELOPMENT BLOCK GRANT HOME REPAIRS ADMINISTRATION:**

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

Whereas, the Director of the Economic Development Department recommends approving the Ohio Regional Development Corporation Consulting and Services Agreement to perform Community Development Block Grant home repair administration.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Services Contract with the Ohio Regional Development Corporation.

**CONSULTING AND SERVICES AGREEMENT  
FY 2012 HOME REPAIRS ACTIVITY**

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**Section 1 – Parties to the Agreement:**

This Agreement is entered into this 22<sup>nd</sup> day of April 2013, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, OH 43015 (the “County”), and Ohio Regional Development Corporation., 120 ½ S. 4<sup>th</sup> Street, Coshocton, Ohio 43812, (“Consultant”).

**Section 2 – Contract Administrator:**

The County hereby designates the Delaware County Administrator as Administrator and agent of the County for all services performed under this Agreement. The Administrator shall have general supervision of the services and authority to order commencement or suspension of services.

**Section 3 – Scope of Services:**

Consultant shall provide services as listed below:

For the Formula 2012 Home Repairs activity Consultant will begin immediately to take applications and begin the process of completing the program including verifying eligible homeowners, putting projects out for bid, preparing contracts, and administering overall program management.

**Section 4 – Compensation:**

Compensation under this Agreement shall be set at twenty percent (20%) of the allowable costs per project, provided the total amount of compensation shall not exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

**Section 5 – Payment:**

Compensation shall be paid based upon invoices submitted to the Economic Development Director by the Consultant on company letterhead clearly identified as an invoice with a sequential number provided. The County may request additional documentation substantiating said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

**Section 6 – Term; Completion of Work, Delays and Extensions:**

Work pursuant to this Agreement shall commence immediately upon execution of the Agreement. All Work associated with this Agreement shall be completed by the Consultant no later than February 28, 2014. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

**Section 7 – Insurance:**

- 7.1 **General Liability Coverage:** Ohio Regional Development Corporation shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$1,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **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.
- 7.3 **Additional Insured:** The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.
- 7.4 **Proof of Insurance:** Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. 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 work under this Agreement.

**Section 8 – Indemnification:**

The Consultant shall indemnify and hold free and harmless the County, and its elected 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 proportional extent caused in whole or part 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.

**Section 9 – Termination of Agreement:**

The County may terminate this Agreement by proving a one week notice to Consultant at any time during the grant period. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work:**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Agreement, the first party shall notify the second party in writing with a detailed explanation of the

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circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall take effect only upon approval by both parties in writing.

**Section 11 – Ownership of Documents:**

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any tangible written or electronic work, whether complete or incomplete, produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Miscellaneous Terms & Conditions:**

- 12.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after 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 project, without the prior express written consent of County.
- 12.2 **Entire Agreement:** 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties. In the event of a conflict between the terms stated in this Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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.
- 12.7 **Findings for Recovery:** Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work 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 work 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 work 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.

- 12.9 **Independent Contractor:** Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and



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insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Vote on Motion                      Mr. O'Brien              Nay              Mr. Merrell              Aye              Mr. Stapleton              Aye

**RESOLUTION NO. 13-420**

**IN THE MATTER OF APPROVING THE CONSULTING AND SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO REGIONAL DEVELOPMENT CORPORATION TO PERFORM COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION:**

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

Whereas, the Director of the Economic Development Department recommends approving the Ohio Regional Development Corporation Consulting and Services Agreement to perform Community Development Block Grant administration.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Services Contract with the Ohio Regional Development Corporation.

**CONSULTING AND SERVICES AGREEMENT  
CDBG FY12 GRANT ADMINISTRATION**

**Section 1 – Parties to the Agreement:**

This Agreement is entered into this 22<sup>nd</sup> day of April, 2013, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, OH 43015 (the “County”), and Ohio Regional Development Corporation., 120 ½ S. 4<sup>th</sup> Street, Coshocton, Ohio 43812, (“Consultant”).

**Section 2 – Contract Administrator:**

The County hereby designates the Delaware County Administrator as Administrator and agent of the County for all services performed under this Agreement. The Administrator shall have general supervision of the services and authority to order commencement or suspension of services.

**Section 3 – Scope of Services:**

Consultant shall provide services as listed below:

**Formula 2012 Grant**

ORDC will perform the initial duties for the Formula 2012 CDBG program by completing the required environmental review according to Office of Community Development, Ohio Development Services Agency guidelines, including preparing statutory and environmental assessment checklists as necessary, preparing publications for the newspaper, and obtaining the release of funds from the state.

Once funds are released from the state, ORDC will work with the County and the Engineer/Architects to obtain specifications for bid documents. ORDC will assist with the bidding and contracting phases for the specified projects and administer all aspects of the program as directed by the County.

**Section 4 – Compensation:**

Compensation under this Agreement shall be set at an amount not to exceed a total of Thirty-Two Thousand Seven Hundred Seventy-Six Dollars and Fifty Cents (\$32,776.50).

**Section 5 – Payment:**

Compensation shall be paid based upon invoices submitted to the Economic Development Director by the Consultant on company letterhead clearly identified as an invoice with a sequential number provided. The County may request additional documentation substantiating said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

**Section 6 – Term; Completion of Work, Delays and Extensions:**

Work pursuant to this Agreement shall commence immediately upon execution of the Agreement. All Work associated with this Agreement shall be completed by the Consultant no later than February 28, 2014. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

**Section 7 – Insurance:**

7.1 **General Liability Coverage:** Ohio Regional Development Corporation shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$1,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

7.2 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required

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by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

- 7.3 **Additional Insured:** The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.
- 7.4 **Proof of Insurance:** Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. 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 work under this Agreement.

**Section 8 – Indemnification:**

The Consultant shall indemnify and hold free and harmless the County, and its elected 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 proportional extent caused in whole or part 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.

**Section 9 – Termination of Agreement:**

The County may terminate this Agreement by proving a one week notice to Consultant at any time during the grant period. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work:**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Agreement, 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 take effect only upon approval by both parties in writing.

**Section 11 – Ownership of Documents:**

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any tangible written or electronic work, whether complete or incomplete, produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Miscellaneous Terms & Conditions:**

- 12.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after 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 project, without the prior express written consent of County.
- 12.2 **Entire Agreement:** 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties. In the event of a conflict between the terms stated in this Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any

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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.

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

12.8 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work 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 work 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 work 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.

12.9 Independent Contractor: Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Nay

**RESOLUTION NO. 13-421**

**IN THE MATTER OF APPROVING SUPPLEMENTAL AND TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:**

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

**Supplemental Appropriations**

22411601-5215	JFS Income Maintenance/Program Supplies	3,000.00
22411601-5301	JFS Income Maintenance/Contract Professional Services	100,000.00
22411601-5355	JFS Income Maintenance/Transportation Services	50,000.00
22411603-5220	JFS Workforce/Software	8,000.00
22411603-5250	JFS Workforce/Minor Equipment	10,500.00
22411603-5333	JFS Workforce/Installation	4,000.00
22411603-5450	JFS Workforce/Capital Equipment	34,000.00
22411605-5260	JFS Administration/Inventoried Equipment	10,000.00

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
22411615-5450	22411615-5250	
COA Grant/Capital Equipment	COA Grant/Minor Equipment	2,000.00
22411615-5450	22411615-5301	
COA Grant/Capital Equipment	COA Grant/Contracted Professional Services	5,349.00
22511607-5348	22511607-5215	
Children Services/Client Services	Children Services/Program Supplies	10,000.00
22511613-5215	22511613-5348	
Children Services Local Funds/Program Supplies	Children Services Local Funds/Client Services	1,000.00

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

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**RESOLUTION NO. 13-422**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ADULT COURT SERVICES DRUG COURT DOCKET:**

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

**Supplemental Appropriations**

25522309-5201 Drug Court Docket/General Supplies 5,226.32

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-423**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE OHIO COUNTYWIDE EMS SYSTEM DIRECTOR’S MEETING:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, on April 25<sup>th</sup>, 2013, Delaware County EMS is hosting a day long meeting of EMS Directors for Countywide EMS Agencies from around the State of Ohio, to be held in the Delaware County Developmental Disabilities Building East Wing.

WHEREAS, the County Administrator and the Interim Chief/Director of Emergency Medical Services recommend the expenditures;

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of county funds in an amount not to exceed \$200.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the Countywide EMS Agency Meeting held in the Delaware County Developmental Disabilities Building East Wing.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-424**

**IN THE MATTER OF APPROVING A CHARITABLE AGENCIES SUPPORT POLICY:**

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

DELAWARE COUNTY

Charitable Agencies Support Policy	Effective 5/1/2013	Supersedes NA	Total Sheets 3
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1.0 Purpose

To provide a method of approving payroll deduction plans for contributions by county employees to one or more specified charitable agencies which are corporations not for profit, community chests, united funds, or other similar united community fund organizations (hereinafter individually referred to as a “Charitable Agency” and collectively referred to as “Charitable Agencies”), allowing for county employees to equitably show support and generosity to Charitable Agencies, while minimizing workplace disruption and administrative costs. This policy is adopted in furtherance of sections 9.80 and 9.81 of the Revised Code.

2.0 Scope

All County Appointing Authorities, Offices, Departments, and Employees

3.0 Distribution

To all County Appointing Authorities, Offices, Departments, and Employees

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4.0 Eligible Charitable Agencies

- 4.1 In order to be eligible for approval, a Charitable Agency must be and maintain its status as a tax-exempt IRS 501(c) (3) organization that is a corporation not for profit, community chest, united fund, or other similar united community fund organization. To be tax-exempt under section 501(c) (3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes set forth in section 501(c) (3), and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.

Organizations described in section 501(c) (3) are commonly referred to as “charitable” organizations. Organizations described in section 501(c) (3), other than testing for public safety organizations, are eligible to receive tax-deductible contributions in accordance with Code section 170.

The organization must not be organized or operated for the benefit of private interests, and no part of a section 501(c)(3) organization's net earnings may inure to the benefit of any private shareholder or individual. If the organization engages in an excess benefit transaction with a person having substantial influence over the organization, an excise tax may be imposed on the person and any organization managers agreeing to the transaction.

- 4.2 In order to be eligible for approval, a Charitable Agency must meet the following criteria:
- 4.2.1 Provide programs or services that benefit the Delaware County community as a whole, without regard to any recognized protected class;
  - 4.2.2 Be structured such that the programs or services support a variety of diverse needs within the Delaware County community, including, for example, health, safety, morals, nutrition, families, children, education, senior citizens, finance, transportation, recreation, environment, culture, and neighborhood enhancement;
  - 4.2.3 Have administrative costs of Twenty percent (20%) or less;
  - 4.2.4 Comply with all applicable Ohio laws regarding charitable organizations;
  - 4.2.5 Be directed by an active board of trustees who have no material conflict of interest;
  - 4.2.6 Have been in existence for at least five (5) years prior to application;
  - 4.2.7 Have a stated policy of non-discrimination and comply with all federal and state laws and regulations on non-discrimination and equal opportunity; and
  - 4.2.8 Agree to be subject to audit to the extent necessary to ensure compliance with the eligibility criteria stated herein.
- 4.3 No more than three (3) Charitable Agencies shall be approved for payroll deduction plans at any one time. Approval shall be valid for the two full calendar years following approval, and any approved Charitable Agency must reapply for any succeeding terms. Any Charitable Agency is subject to removal by the Board of Commissioners, in its sole discretion, for any violations of this Policy.

5.0 Application Process

- 5.1 Delaware County will create a Charitable Agency Committee (hereinafter known as the “Committee”). The Committee will consist of five (5) members appointed by the Delaware County Board of Commissioners, with no more than one member from any one office or department within the county. One of the five members will be appointed as the chair. The Committee shall review all applications and make a recommendation to the Delaware County Board of Commissioners, which shall have final approval. The Committee members will serve on a two-year basis with no additional compensation for serving on the Committee. Members wishing to serve on the Committee that report to elected officials/boards other than the Board of Commissioners must first get approval from their respective elected official/board before announcing their intent to serve. The Committee will meet on an as-needed basis for the consideration of those Charitable Agencies applying for approval.
- 5.2 Charitable Agencies seeking approval shall submit a written application to the Clerk of the Board of Commissioners no later than the first day of August in the year immediately preceding the year for which approval is sought. The Clerk shall forward the application to the Committee for consideration. The application may be in any form, but applications that do not address and document all the eligibility criteria shall not be considered. The Committee shall meet to review the application within thirty (30) days of receipt and may request that the applicant submit additional information within fifteen (15) days of the request for additional information. Within sixty (60) days of the application, the Committee shall submit its recommendation, which shall be approved by a majority of the full membership of the Committee, to the Board of Commissioners for final consideration. The Board of Commissioners shall approve or deny the application on or before the

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first day of December in the year immediately preceding the year for which approval is sought.

- 5.3 The approved list shall be maintained by the Delaware County Communications and Employee Relations Manager and/or the Delaware County Administrative Services Office.
- 5.4 The Chair of the Committee shall inform the applicant of the final determination in writing.

**6.0 Payroll Deduction Plans**

Approval of a Charitable Agency’s application under this Policy will be made by resolution of the Board of Commissioners and will constitute approval of a payroll deduction plan pursuant to section 9.80 of the Revised Code. The payroll deduction plan shall be structured as required by section 9.81 of the Revised Code. Any county officer or employee wishing to contribute to an approved Charitable Agency payroll deduction plan may be permitted to have such contribution payments deducted from the salary or wages due such officer or employee by filing a written request and authorization signed by such officer or employee and specifying the amount of the deduction in each payroll period with the Delaware County Auditor. One-time donations, or regular donations on a schedule other than the payroll deduction plan, to a charitable agency shall not be made through the payroll deduction plan, but no county employee shall be compelled or coerced to make any donations. Such authorization may be withdrawn in writing by such officer or employee at any time. No funds may be withheld from the salary or wages of any such officer or employee for the purposes permitted by sections 9.80 and 9.81 of the Revised Code unless the withholding is specifically, freely, and voluntarily authorized by that officer or employee in writing.

**7.0 Charitable Agency Campaigns**

Charitable Agencies approved for payroll deduction plans under this Policy may coordinate with the Committee to conduct an annual campaign in support of the Charitable Agency. The Committee shall ensure that any campaign is for a defined period of time not to exceed one month and that all campaign activities minimize disruption to county operations. The use of county e-mail for purposes of charitable campaigns or fundraisers shall be limited to those Charitable Agencies approved under this Policy. Each appointing authority is free to establish policies or guidelines for the extent to which the appointing authority’s employees may be permitted to use time to participate in any campaign events, but employee participation shall be strictly voluntary.

**8.0 Policy Violations**

Any violations of this Policy shall be immediately reported to the Committee, which shall investigate all reported violations. The Committee shall, within a reasonable time, approve and submit its findings and recommendations to the Board of Commissioners for a final determination of whether to remove an approved Charitable Agency. Continued participation is within the sole discretion of the Board of Commissioners.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Stapleton  
-No Reports**

**Commissioner Merrell  
-No Reports**

**Commissioner O’Brien  
-Regional Planning Meeting Scheduled For Thursday**

**TIM HANSLEY, COUNTY ADMINISTRATOR, REPORTS AND COMMENTS  
-Working On A Draft Of The Contract For The Facilities Study**

**RESOLUTION NO. 13-425**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:27AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-426**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:47AM.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners