

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 4, 2021**

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

**Present:**  
**Gary Merrell, President**  
**Barb Lewis, Vice President**  
**Jeff Benton, Commissioner**

**1**  
**RESOLUTION NO. 21-157**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 1, 2021:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 1, 2021; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**2**  
**RESOLUTION NO. 21-158**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0303, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0303:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0303, memo transfers in batch numbers MTAPR0303 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2102329	BUCKEYE POWER SALES CO INC	GENERATOR MAINTENANCE AGREEMENT	21411306 - 5325	\$ 6,500.00
R2102353	DOMESTIC RELATIONS COURT	IV-D CONTRACT SERVICES	23711630 - 5360	\$47,569.39
R2102375	RITE-WAY COMPLIANCE GROUP LLC	SUBSCRIPTION - RSD	66211900 - 5320	\$ 5,100.00
R2102401	RUMPKE CONSOLIDATED COMPANIES	TRANSPORT COSTS FOR SLUDGE DISPOSAL - RSD	66211900 - 5380	\$25,000.00

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

**3**  
**RESOLUTION NO. 21-159**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PUBLIC DEFENDER:**

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

<b>Supplemental Appropriation</b>		
10011202-5001	Public Defender/Compensation	(65,342.48)
10011202-5101	Public Defender/Health Insurance	(37,989.76)
10011202-5102	Public Defender/Workers Comp	(882.44)
10011202-5120	Public Defender/OPERS	(9,353.92)
10011202-5131	Public Defender/Medicare	(1,348.16)
10011202-5201	Public Defender/General Supplies	(2,405.79)
10011202-5301	Public Defender/Contracted Professional Services	(707,096.71)
10011202-5308	Public Defender/Membership, Subscriptions, Dues	(200.00)
10011202-5313	Public Defender/Printing and Related Services	(250.00)
10011202-5319	Public Defender/Reimbursements-Refunds	(16,326.38)

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10011202-5325	Public Defender/Maintenance Contracts & Agreements	(487.07)
10011202-5342	Public Defender/Medical & Health Related Services	(30,000.00)
10083801-5001	Public Defender Commission/Compensation	65,342.48
10083801-5101	Public Defender Commission/Health Insurance	37,989.76
10083801-5102	Public Defender Commission/Workers Comp	882.44
10083801-5120	Public Defender Commission/OPERS	9,353.92
10083801-5131	Public Defender Commission/Medicare	1,348.16
10083801-5201	Public Defender Commission/General Supplies	2,405.79
10083801-5301	Public Defender Commission/Contracted Professional Services	707,096.71
10083801-5308	Public Defender Commission/Membership, Subscriptions, Dues	200.00
10083801-5313	Public Defender Commission/Printing and Related Services	250.00
10083801-5319	Public Defender Commission/Reimbursements-Refunds	16,326.38
10083801-5325	Public Defender Commission/Maintenance Contracts & Agreements	487.07
10083801-5342	Public Defender Commission/Medical & Health Related Services	30,000.00
Vote on Motion	Mr. Benton      Aye      Mr. Merrell      Aye      Mrs. Lewis      Aye	

**4****RESOLUTION NO. 21-160****RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Sheriff's Office to expend county monies for the purchase of new law enforcement vehicles; and

WHEREAS, the vehicles are available for purchase through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

WHEREAS, one of the necessary vehicles is available from another party, Statewide Ford-Lincoln-Mercury, Inc., upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new motor vehicles to be used by the County Sheriff or his employees for the following reasons: (1) existing vehicles have reached the end of their useful service lives; (2) new vehicles are necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) new vehicles will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby authorizes the purchase of six (6) 2021 Ford Police SUV, at a cost of \$44,469.00 each, from Statewide Ford-Lincoln-Mercury, Inc., and declares that the purchase of said vehicles shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index No. GDC050, Contract #RS900321.

Section 3. The Board hereby authorizes the purchase of one (1) 2021 Ford Police SUV K-9 Vehicle, at a cost of \$49,421.00, from Statewide Ford-Lincoln-Mercury, Inc., and declares that the purchase of said vehicle shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index No. GDC050, Contract #RS900321.

Section 4. The Board hereby authorizes the purchase of one (1) 2021 Ford F-150 Police/Special Services Weight Enforcement Vehicle, at a cost of \$49,835.00 from Statewide Ford-Lincoln-Mercury, Inc., upon

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equivalent terms, conditions, and specifications of State of Ohio Index No. GDC050, Contract #RS900321.

Section 5. The Board hereby authorizes the Sheriff’s Office to initiate the necessary purchase order(s) to Statewide Ford-Lincoln-Mercury, Inc., and hereby approves the purchase order(s) from fund 41711436-5450.

Section 6. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

**5**  
**RESOLUTION NO. 21-161**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:**

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

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
28831313-5228	28831313-5328	2,000.00
Road And Bridge Fines - Maintenance & Repair Supply	Road And Bridge Fines - Maintenance & Repair Service	

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

**6**  
**RESOLUTION NO. 21-162**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DELAWARE COUNTY FINANCE AUTHORITY FOR THE TRANSFER OF REAL PROPERTY LOCATED AT 115 NORTH SANDUSKY STREET, DELAWARE, OHIO:**

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

WHEREAS, the County Administrator recommends approving a memorandum of understanding with the Delaware County Finance Authority for the transfer of real property located at 115 North Sandusky Street, Delaware, Ohio;

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

Section 1. The Board hereby approves the following Memorandum of Understanding and authorizes the County Administrator to approve and execute any documents necessary to close and consummate the transaction contemplated therein, including, without limitation, a quitclaim deed to transfer the subject property:

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”), entered into on March 4, 2021, by and between the Board of Commissioners of Delaware County, Ohio [the “County”], and the Delaware County Finance Authority Board of Directors [“DCFA”]; and

**WHEREAS**, in accordance with sections 307.10 of the Ohio Revised Code, the County owns a certain parcel of real property located at 115 North Sandusky Street, Delaware, Ohio 43015, as more particularly depicted and described in Exhibit A attached hereto and by this reference incorporated herein [“Subject Property”]; and

**WHEREAS**, DCFA was created and organized under Chapter 4582 of the Ohio Revised Code for various purposes, including promoting economic development in Delaware County; and

**WHEREAS**, pursuant to sections 307.10(B) and 4582.38 of the Ohio Revised Code, the County may transfer real property in fee simple belonging to the County and not needed for public use to DCFA for public purposes upon the terms and in the manner that it may determine to be in the best interests of the county, without advertising for bids; and

**WHEREAS**, the County and DCFA mutually desire to enter into the MOU to establish the terms and conditions by which the County will transfer the Subject Property to DCFA for the purpose of marketing, sale and transfer of the Subject Property to potential buyers that will reutilize the Subject Property;

**NOW, THEREFORE**, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, the County and DCFA hereby enter into this MOU:

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1. The County will transfer the Subject Property to DCFA by way of a quitclaim deed (the "Deed") that quitclaims all the rights, titles and interests of the County in and to the Subject Property. Said Deed will be delivered to DCFA at the time of consummation and closing of this MOU. The County's transfer of the Subject Property to DCFA shall be exclusively for the purpose of DCFA marketing the Subject Property for sale and shall be subject to the following conditions:
  - (A) Occupancy and possession of the Subject Property by any subsequent purchaser shall not occur until such time as the County has vacated the Subject Property and removed all personal property;
  - (B) DCFA shall list the Subject Property with a licensed broker and actively market the Subject Property;
  - (C) Prior to entering into a contract for the sale of the Subject Property, DCFA shall submit a copy of the proposed contract to the County Administrator for review, and no contract shall be entered into until the County Administrator has approved the proposed contract;
  - (D) If DCFA does not consummate the sale of the Subject Property within one (1) year of the date of this MOU, unless such date has been extended by mutual written agreement of the parties, then DCFA shall transfer the Subject Property to the County via quitclaim deed without compensation;
  - (E) Upon the consummation of the sale of the Subject Property and transfer from the DCFA to the end user(s), DCFA shall submit any sale proceeds back to the County, less any costs directly incurred by DCFA as itemized on the closing disclosure and DCFA's administrative fee of two percent (2%) of the sale price.
2. DCFA will not under any circumstances advertise, or agree to sell or otherwise alienate the Subject Property, or any portion thereof, to any third party until after the Deed contemplated by this MOU has been delivered to DCFA. If DCFA fails to abide with the terms of this section, then, at its exclusive option, the County may cancel the transfer.
3. The County shall pay, prior to the closing and consummation of this MOU and delivery of the Deed, any and all delinquent real estate taxes and assessments including penalties and interest, applicable to the Subject Property, whether then due and payable or to later become due and payable, for any year(s) prior to closing and a portion of the same for the year in which closing occurs, prorated through 11:59 p.m. on the day immediately prior to the date of closing. Undetermined taxes under this section shall be estimated and prorated based on a 365-day year and on the most recently available tax bill. The amounts so computed shall be final and shall not be adjusted after closing.
4. The consummation and closing of this MOU will occur at such time and place as the parties may agree, but not later than 30 days after the County notifies DCFA in writing that the County is prepared to consummate and close this MOU; the County anticipates that the closing will occur on or before March 31, 2021, but the parties may agree to extend such deadline.
5. Except as may be otherwise agreed upon between the parties, DCFA will not take possession of the Subject Property, and the County's occupancy of the Subject Property shall continue, without payment of any rent to DCFA, until such time as the County vacates the Subject Property. The County shall remain responsible for the maintenance, repairs, insurance and utility costs of and for the Subject Property until the closing of a sale of the Subject Property to a third party.
6. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this MOU is executed by the parties and the date on which this MOU is consummated and closed, the parties hereto shall rescind this MOU, in which event the parties will be released from all duties, obligations and liabilities created by this MOU.
7. The County is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown. Both parties are acting at arm's length to protect their own interests, and DCFA has and will use its own independent judgment concerning the sale and purchase of the Subject Property. The County does not make to DCFA, and the County expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.
8. Any and all of the terms, conditions and provisions of this MOU shall be binding upon and shall inure to the benefit of the County and DCFA and their respective heirs, executors, administrators, successors and assigns.
9. This MOU will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures on this MOU may be transmitted electronically (by facsimile or by scan/email) and such signatures will be deemed to constitute original signatures and have the same effect as original signatures.
10. This instrument contains the entire agreement between the parties with respect to the subject matter contained herein, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied with respect to the subject matter contained herein, other than herein set forth, shall be binding upon either party.

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11. No amendment or modification of this MOU shall be valid or binding upon the Parties unless it is made in writing, cites this MOU and is signed by authorized representatives of the County and DCFA.

**IN WITNESS WHEREOF**, the parties hereto, namely the Board of Commissioners of Delaware County, Ohio and the Delaware County Finance Authority Board of Directors have executed this MOU on the date(s) indicated immediately below their respective signatures.

**EXHIBIT A**

[Legal Description]

Being Inlot Number 103 (One Hundred Three), in the City of Delaware, Ohio, as designated on the recorded Plat of said City,

Being the same premises conveyed to Maude Stanton James, one and the same person as Maude S. James, by deed dated the 15th day of July, 1909, and recorded in Vol. 135, page 54, of the Deed Records, Delaware County, Ohio.

THERE IS EXCEPTED FROM THE FOREGOING PREMISES THE FOLLOWING: Being 10 feet off of the north side of Inlot Number 103. Said tract has a frontage of 10 feet on Sandusky St., and extends the full length of said lot. Said ten feet was conveyed by Maude Stanton James and Kelley James to Margaret A. Stevens by deed dated the 8th day of May, 1913, and recorded in Vol. 141, page 51 of the Deed Records, Delaware County, Ohio.

The premises herein described are situated on the west side of North Sandusky Street, in said city of Delaware, Ohio.

Parcel Number: 51943211030000

Prior Instrument Reference: Volume 266, Page 240

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

**7**  
**TIFFANY MAAG,**  
**DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT**  
**MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

**8**  
**ADMINISTRATOR REPORTS**  
**-no reports today**

**9**  
**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis  
-Participated in a Justice and Public Safety meeting; On Monday will again participate (virtually) with the NACCO Legislative Committee Board. Commissioner Merrell will also be participating in NACCO meetings.

Commissioner Benton  
-Will be participating in an Executive MORPC meeting later today  
-Friday will participate in a MORPC Broadband Access meeting  
-Attended LandBank meeting went well, moving forward on more properties

Commissioner Merrell  
-Also attended LandBank meeting, Commissioner Benton is now the President of the Board, moving forward on more properties  
-Attended BIA Business meeting  
-recap of positive experience with the vaccine shot process at the Schottenstein Center at OUS  
-disappointed not all schools are fully re-opening  
-comments on positive results of a group of immigrants

**10**  
**RESOLUTION NO. 21-163**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee of public official.

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

**RESOLUTION NO. 21-164**

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

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners