

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2021

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

Present:
Barb Lewis, Vice President
Jeff Benton, Commissioner

Absent:
Gary Merrell, President

1
RESOLUTION NO. 21-374

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 3, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 3, 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 Absent Mr. Benton Aye

2
RESOLUTION NO. 21-375

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0505:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0505 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2102932	CHILDRENS HOSPITAL MEDICAL CENTER	2021 MSY PLACEMENT L. KNUSTON	70161608 - 5342	\$41,000.00
R2102982	SEESE,RITA J	CLIENT REINBURSEMENT TRAVEL FOOD HOUSING	22411601 - 5348	\$10,000.00
R2103041	FEECORP INC	WORK	66211900 - 5328	\$20,000.00
R2103041	FEECORP INC	RENTAL OF VAC BOXES	66211900 - 5335	\$5,000.00
R2103065	COUNTY RISK SHARING AUTHORITY	Deductible DOL 01.17.2019 Large	60111901 - 5370	\$5,134.50
R2103068	CDM SMITH INC	SEWER REHAB ASSISTANCE - PART OF MANHOLE	66611900 - 5403	\$49,200.00

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

3
RESOLUTION NO. 21-376

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 Appropriations		
From:	To:	
28631329-5004	28631329-5225	2,225.00
LEAP Forward 2019/Overtime	LEAP Forward 2019/Personal Protective Equip.	
28631329-5315	28631329-5450	4,275.00

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LEAP Forward 2019/Satellite, Cable, Internet LEAP Forward 2019/ Machinery & Equip

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

4

RESOLUTION NO. 21-377

IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE CDBG PY2020 PARKING, DRAINAGE, & RELATED IMPROVEMENTS FOR KILBOURNE PLANNED COMMERCIAL DISTRICT:

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

WHEREAS, the Board of Delaware County Commissioners approved the Program Year 2020 Community Development Block Grant Agreement B-F-20-1AT-1 with the Ohio Development Services Agency, per Resolution No. 20-932, which includes the project known as the CDBG PY2020 Parking, Drainage, & Related Improvements for Kilbourne Planned Commercial District; and

WHEREAS, the Delaware County Economic Development Specialist has worked with Gandeey Heydinger Group, LLC, to prepare all necessary bid documents for the project;

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

Section 1. The bid documents for the project known as the CDBG PY2020 Parking, Drainage, & Related Improvements for Kilbourne Planned Commercial District are hereby approved.

Section 2. The Economic Development Specialist is hereby directed to advertise for bids to be published in the Delaware Gazette on Tuesday, May 11, 2021, and on the Delaware County website under Public Notices and Bids, and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

**ADVERTISEMENT FOR BIDS
Delaware County Commissioners
Delaware, Ohio**

**Parking, Drainage, & Related Improvements for Kilbourne Planned Commercial District
General Notice**

Delaware County Commissioners (Owner) is requesting Bids for performance of the following Project in accordance with Bidding Documents prepared by Gandeey Heydinger Group, LLC (Engineer):

**Parking, Drainage, & Related Improvements
18-050-02**

Bids will be received at the **Delaware County Commissioner's Office in 2nd Floor Conference Room located at 91 North Sandusky Street, Delaware, Ohio, 43015 until Tuesday, June 1st, at 4:00 PM** local time. Bids received will then be **publicly** opened and read; Bids received after this date and time will be returned to Bidder unopened.

Project includes the following Work:

Provision of concrete sidewalks, drainage systems, and parking lot.

Estimate of Cost (Base Bid and Alternates) for this Project is \$300,000. Prevailing Wage under the Davis-Bacon Act are applicable to this Project.

Obtaining Bidding Documents

Issuing Office for Bidding Documents is:

Gandeey Heydinger Group, LLC

642 Brooksedge Boulevard

Westerville, Ohio 43081

(614) 338-9799

Jill Schultz (jschultz@gandee.net)

Prospective Bidders may obtain an electronic copy of Bidding Documents from Issuing Office by email at no charge (Adobe PDF format, readable by Adobe Acrobat Reader [Version Adobe Acrobat DC or later] by attachment or through provision of a link). Neither Owner nor Engineer will be responsible for sets of Bidding Documents, including addenda, if any, obtained from sources other than Issuing Office.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT.

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program ("DFSP")

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approved by Ohio Bureau of Workers' Compensation ("OBWC") prior to submitting a Bid and provide, on Bid Form with its Bid, certain information relative to enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in Article 22 of Instructions to Bidders.

Pre-Bid Meeting

A pre-bid meeting for the Project will be held on **Tuesday, May 18 at 2:00 PM** local time at **5676 State Route 521, Delaware, Ohio 43015**. Attendance at pre-bid meeting is encouraged but not required.

Instructions to Bidders

For further requirements regarding bid submittal, qualifications, procedures, bid and contract securities, and contract award, refer to Instructions to Bidders included in Bidding Documents.

Owner reserves right to accept or reject any or all bids and to waive certain informalities or irregularities in bids received. No bids may be withdrawn after scheduled closing time for receipt of bids for 60 days. If a contract is awarded, the award shall be to the bidder deemed to have submitted the lowest and best bid as determined by the Delaware County Commissioners, in their sole discretion.

A copy of the Advertisement for Bids can be found on Owner's website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

This Advertisement is issued by:
Delaware County Commissioners
91 North Sandusky Street, Delaware, Ohio, 43015
Zach Dowley
Economic Development Specialist
May 11, 2021

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

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RESOLUTION NO. 21-378

IN THE MATTER OF CONFIRMING THE RATES FOR AMBULANCE TRANSPORT AND EMERGENCY MEDICAL SERVICES COST RECOVERY FOR DELAWARE COUNTY EMS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established EMS "Soft-Billing" or, Insurance only billing; and

WHEREAS, the Board has previously established the rates and charges for ambulance transport and emergency medical services by Delaware County; and

WHEREAS, the Chief of Delaware County EMS recommends confirming the rates and charges to reflect current billing practices; and

WHEREAS, the Board desires to clarify that Delaware County is exempt from paying any rates and charges it may incur as a workers' compensation self-insured employer for ambulance transport and emergency medical services provided by Delaware County EMS;

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

Section 1. The Board hereby confirms the rates and charges for Ambulance and Emergency Medical Services by Delaware County as follows:

Description:	Charge Amount:
Basic Life Support:	\$685.00
Advanced Life Support I	\$810.00
Advanced Life Support II	\$1,175.00
Transport Mileage	\$14.50 per mile of transport

Section 2. The Board hereby declares that Delaware County shall be exempt from paying any rates and charges as approved in Section 1 of this Resolution that Delaware County may incur as a workers' compensation self-insured employer for ambulance transport and emergency medical services provided by Delaware County EMS.

Section 3. This Resolution shall be effective immediately upon adoption, and the rates and charges approved herein shall remain in effect until superseded by a subsequent resolution of this Board. All previous resolutions inconsistent with this Resolution are hereby superseded.

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

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RESOLUTION NO. 21-379

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR EMERGENCY MEDICAL SERVICES:

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the “Board”) adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has adopted the procurement card policy for the use of the cards to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses and with the following Department Coordinator:

Appointing Authority: Board of Commissioners
Office/Department: Emergency Medical Services:

Daily spending per card: \$150.00
Monthly spending per card: \$1,000.00
Single transaction limit: \$150.00
Daily number of transactions per card: 5
Monthly number of transactions per card: 30

Name on Card: Justin Lowery
Department Coordinator: Sarah Dinovo

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

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RESOLUTION NO. 21-380

IN THE MATTER OF ADOPTING A REVISED PERSONAL APPEARANCE POLICY:

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

WHEREAS, the Delaware County Commissioners and its management staff have recognized the need to periodically review and revise policies and procedures to meet new requirements, provide clarification, and better serve the County’s employees and the public;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the revised Personal Appearance Policy is hereby adopted to assist the proper management of the employees of Delaware County:

DELAWARE COUNTY

Subject	Effective	Supersedes	This Sheet	Total
Personal Appearance Policy	05/06/2021	6/28/2004	1	3

1.0 Purpose

To present a professional appearance to the public by ensuring that each County employee’s dress, grooming, and personal hygiene are appropriate for the performance of the assigned work situation both on and off County property.

2.0 Scope

All directors, supervisors, and employees (including temporary and seasonal employees, volunteers and interns) of the departments under the jurisdiction of the Delaware County Commissioners who are not covered under a separate uniform policy or by collective bargaining agreement. This policy applies to all employees under a collective bargaining agreement if the agreement is silent on personal appearance or uniforms.

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3.0 Distribution

All directors, supervisors, and employees (including temporary and seasonal employees, volunteers and interns) of the Delaware County Commissioners who are not covered under a separate uniform policy or by a collective bargaining agreement where the bargaining agreement is silent on personal appearance or uniforms.

4.0 Policy

It is the policy of Delaware County that each employee's dress, grooming, and personal hygiene be appropriate and professional to the work situation. All employees are expected at all times to present a professional, business-like image to the public and co-workers. Business casual attire is appropriate in most situations. Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature and/or the safety requirements of their job.

Although individuality and personal expression is recognized, Delaware County's goal is professional, efficient and courteous service to the public. Part of that service is to meet the expectations of the public and to appear professional at all times. Body art, clothing, jewelry, etc. that is offensive in nature is inappropriate in the workplace and will not be tolerated.

At the discretion of the department director, supervisors may allow employees to dress in a more casual fashion than normally required. Employees in certain offices and departments may be permitted to wear jeans based on the employee's daily tasks including but not limited to planned interaction with external customers or stakeholders. On such occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, excessively faded, tight or disorderly clothing, athletic wear (to include, but not limited to sweat pants, running shorts, yoga pants or spandex etc.), large logo or advertisement items, or similarly inappropriate clothing.

APPROPRIATE Business Casual Attire Include:

Slacks/Pants (e.g. khakis, chinos, twills),
Open/Banded Collared Shirts,
Knit Shirts,
Sweaters,
Dress Sandals,
Capri or Mid Calf Pants,
Skirts, skorts, split legged and other dresses no shorter than 3 inches above the knee, and
Small designer, school or sport related logo's.

INAPPROPRIATE ATTIRE that will not be permitted:

Shorts of any kind (with the exception of employee uniforms),
Bibs/Overalls (with the exception of employee uniforms),
Tube tops or tops showing the stomach,
Spandex, Yoga, or running pants,
Tank tops or halter tops that are not covered with a shirt, jacket or sweater,
Flip flops or beach sandals,
Athletic shoes,
See through, low cut, tight revealing clothing,
Sweats, athletic or workout/exercise clothing,
Muscle Shirts,
Offensive/Obscene Graphics or wording and/or promotion of drugs, alcohol or tobacco on apparel,
Tee shirts with graphics.

The examples above are to be used as a guide and may not be inclusive of specific styles and trends. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises to change into appropriate work attire. An employee directed to change into appropriate work attire will be required to use accrued vacation leave, personal leave or compensatory time during this leave of absence. Violations of this policy will result in disciplinary action pursuant to the applicable disciplinary policy or corrective action policy.

Department directors may wish to delegate authority to their supervisors to allow more casual dress on occasion as warranted.

Delaware County wishes to maintain a positive appearance to the public, thus employees provided with and required to wear uniform items shall wear the prescribed uniform while on duty and during assigned work hours. No employee shall use his/her uniform for personal use or gain or in any manner that will bring an unprofessional or negative appearance to Delaware County.

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Uniforms will be selected by the Director of each department prior to the purchase of the uniform. The Director must determine the articles requested as useful and necessary for the duties of the employees. Uniforms must be practical and cost effective.

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

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RESOLUTION NO. 21-381**

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE GOVERNING BOARD OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR THE REAL PROPERTY LOCATED AT 4981 COUNTY HOME ROAD, DELAWARE, OHIO:

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

WHEREAS, the County Administrator recommends approval of a Lease Agreement between the Delaware County Board of Commissioners and the Governing Board of the Educational Service Center of Central Ohio for the real property located at 4981 County Home Road, Delaware, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following contract with the Governing Board of the Educational Service Center of Central Ohio for the real property located at 4981 County Home Road, Delaware, Ohio:

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated May 6, 2021, is made and entered into by and between the **Board of County Commissioners, Delaware County, Ohio**, hereinafter referred to as "Lessor" and the **Governing Board of the Educational Service Center of Central Ohio**, hereinafter referred to as "Lessee":

W I T N E S S E T H:

1. **LEASED PREMISES:** In consideration of the terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee certain real property located at 4981 County Home Road, Delaware, Ohio 43015, more specifically, the building (the "Building") formerly known as the Hickory Knoll Early Childhood Center and the 7.5 acres which surround the Building (the "Grounds", and collectively the Grounds and the Building are referred to as the "Leased Premises"), which Leased Premises are part of Delaware County Tax Parcel No. 518-130-01-031-000. A depiction of the Leased Premises is attached hereto as Exhibit A and incorporated by reference herein.
2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of July 1, 2021, the "Commencement Date" and shall terminate June 30, 2022.
3. **RENT.** As rent for the 2021-2022 school year, Lessee shall pay to Lessor the sum of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) no later than thirty (30) days after the date first written above.
4. **SIGNS:** Lessee may, at its cost, place or install signage on the Leased Premises.
5. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises exclusively for public educational purposes in accordance with the laws of the State of Ohio applicable to educational service centers.
6. **JANITORIAL SERVICE; TRASH; GROUNDS AND PARKING AREAS:** Lessee shall furnish its own janitorial services and shall provide for proper and lawful disposal of the trash generated at the Leased Premises. Lessee shall be responsible for snow and ice removal from the Leased Premises. Lessee shall be responsible for the care and maintenance of the Grounds, including but not limited to all grassed areas and parking areas.
7. **UTILITIES AND ASSESSMENTS:** Lessee shall pay for all utilities for the Leased Premises. Lessee shall pay real estate assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable.
8. **REPAIRS AND MAINTENANCE:**
 - (a) Lessor is not required to make any improvements, replacements, or repairs of any kind or character to the Building during the term of this Lease. Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Building, including structural components and the roof, and the mechanical systems and the equipment within and serving the Building, as well as the furnishings located in or about the Building. Notwithstanding the foregoing, Lessee shall have the benefit of any warranty on the Leased Premises or fixtures or equipment in or on the Leased Premises. Lessor shall cooperate and assist, as necessary, Lessee to obtain warranty services.

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(b) Lessee shall not allow any damage to be committed on any portion of the Leased Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear excepted.

9. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

10. **LESSOR IMPROVEMENTS:** Lessor does not anticipate making any improvements to the Leased Premises.

11. **LESSEE ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor regarding any proposed structural alteration to the Building. Lessee may make a major structural alteration only with the written consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Building. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

12. **CONDEMNATION:**

(a) If, during the term (or any extension or renewal) of this Lease, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate. Lessee shall be entitled to an award of its damages, including the value of its lease and any improvements to the Leased Premises Lessee has made at its expense. Lessor shall be entitled to an award for the physical taking of the property.

(b) In the event a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subparagraph (a) above, Lessor shall, at Lessor's sole risk and expense, restore and reconstruct the building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable.

13. **INSURANCE:** Lessor shall maintain property and casualty insurance coverage on the Leased Premises. Lessee shall maintain insurance on all its contents. Lessee shall maintain general liability insurance that includes endorsements listing the Lessor as additional insured and making such insurance primary coverage with respect to Lessee's use of the Leased Premises. The general liability insurance shall provide coverage in an amount approved by both Lessor and Lessee, and Lessee shall provide a certificate of insurance demonstrating the coverage required in this paragraph and copies of the endorsements required in this paragraph.

14. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

15. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours and with reasonable notice, to enter the Leased Premises for the following reasons: emergency, inspection, determining Lessee's or any subtenant's use of the Leased Premises, or determining if an act of default under this Lease has occurred. Except in the case of an emergency, twenty-four (24) hours' written notice of Landlord's intent to enter shall be presumed reasonable. Lessor shall also have the right, at all reasonable hours and with at least twenty-four (24) hours' written notice to Lessee, to enter the Leased Premises for the purpose of showing the Leased Premises to prospective purchasers; provided, however, the Lessor shall make reasonable efforts to conduct showings at times when students are not present at the Leased Premises.

16. **SUBLEASE:** Lessee may sublet or assign all or any part of the Leased Premises with the Lessor's prior written consent, which shall not be withheld unreasonably, provided the sublease or assignment does not have the effect of terminating the public use tax exemption for the Leased Premises. In the event of any subletting, Lessee, nevertheless, shall remain fully responsible and liable for compliance with all of its obligations under the terms, provisions, and covenants of this Lease.

Any subtenants that occupy parts of the Leased Premises shall conduct their business and control their agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance, and shall comply with the terms and conditions stated herein. Neither Lessee nor its subtenants shall commit, or suffer to be

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committed, any waste on the Leased Premises, nor shall Lessee or its subtenants permit the Leased Premises to be used in any way which would be extra hazardous on account of fire or otherwise

17. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

18. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to relet the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

19. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 18 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

20. **ACTS OF GOD:** Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure.

21. **EARLY TERMINATION:** Either party, upon giving ninety (90) days written notice to the other party, may terminate this Lease; provided however that if the Lessor gives notice of termination of the Lease, such termination shall not be effective until the school year has concluded and Lessee has reasonable time to vacate the Leased Premises.

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22. **SUCCESSORS:** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor’s interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

23. **DEFINITIONS:** The following definitions apply to the terms set forth below as used in this Lease:

(a) “Abandon” means the vacating of all or a substantial portion of the Leased Premises by Lessee, whether or not Lessee is in default of the rental payments due under this Lease.

(b) An “act of God” or “force majeure” is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

(c) The “commencement date” shall be the date set forth in paragraph 2. The “commencement date” shall constitute the commencement of this Lease for all purposes, whether or not Lessee has actually taken possession.

(d) “Real property assessment” means all school, city, state and county taxes and assessments including special district taxes or assessments.

24. **MISCELLANEOUS:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, and such other provisions shall continue in full force and effect. This Lease shall not be recorded, but upon the request of either party, the parties will prepare, execute, and record a memorandum of lease.

Lessee hereby certifies that it is not subject to any unresolved finding for recovery issued by the Ohio Auditor of State. Lessee further certifies that it is, and shall for the life of this Lease Agreement remain, in full compliance with all applicable Federal, State, and Local laws, rules, regulations, and orders related to non-discrimination and equal opportunity employment.

25. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below:

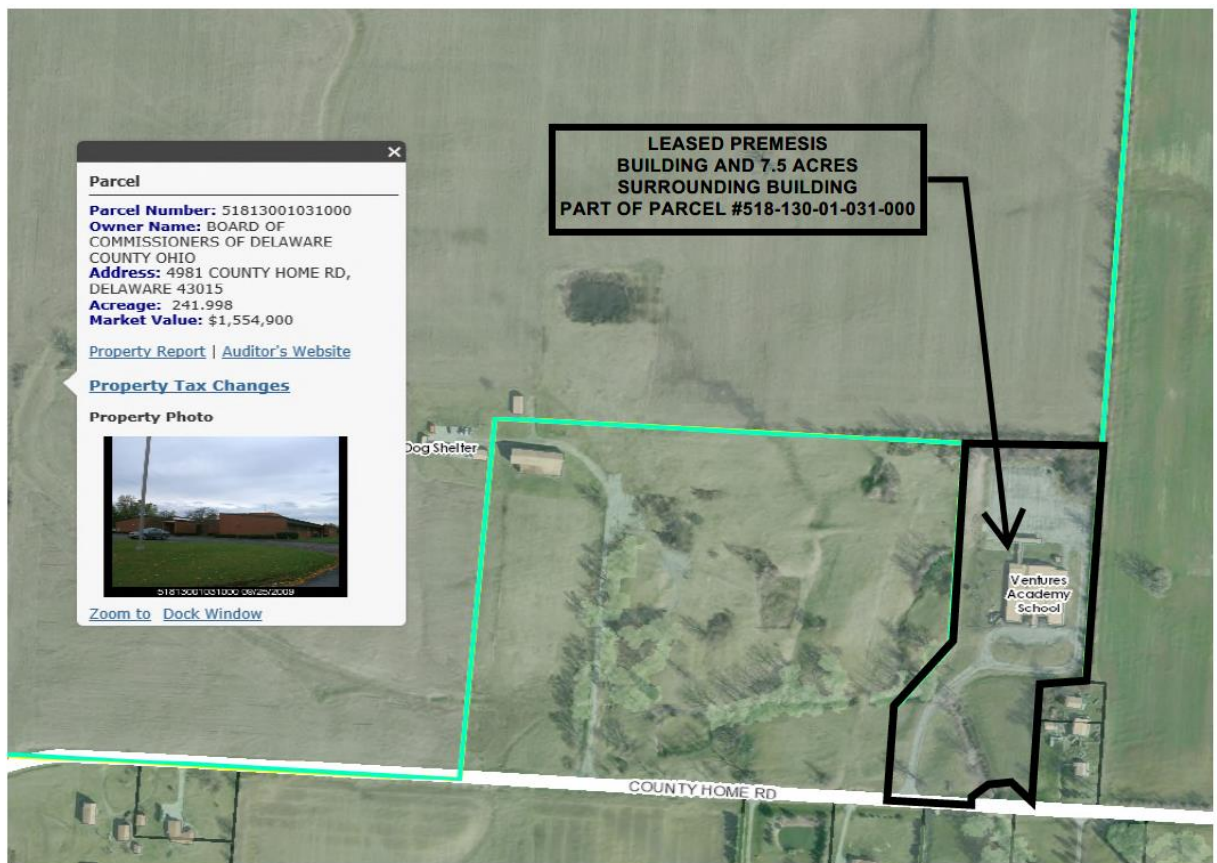
LESSOR:
Board of County Commissioners,
Delaware County, Ohio
91 North Sandusky Street
Delaware, OH 43015

LESSEE:
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, OH 43219

31. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

EXHIBIT A
LEASED PREMISES

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2021



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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Sent a letter of support for the Little Brown Jug license plate that Senator Brenner sponsored. The Transportation Committee unanimously approved the license plate to move to the House.
- Will attend a MORPC executive committee session today.
- Happy Mother's Day to all the mothers.

Commissioner Lewis

- Happy Mother's Day to all the mothers.

Attendance Commissioners' Hearing Room:

- Michael Frommer, County Administrator
- Dawn Huston, Deputy County Administrator
- Jennifer Walraven, Clerk to the Board Commissioners
- Sarah Dinovo, Assistant Clerk/Administrative Assistant
- Zachary Dowley, Economic Development Specialist
- Jeff Fishel, Emergency Medical Services Director
- Kevin Savage, Delaware County Sheriff's Office

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2021

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners