

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 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. 21-1011**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 18, 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 October 18, 2021; and

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

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

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

**2**  
**PUBLIC COMMENT**  
 -None.

**3**  
**RESOLUTION NO. 21-1012**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1020, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1020 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1020:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1020, memo transfers in batch numbers MTAPR1020, Procurement Card Payments in batch number PCAPR1020 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P2101062- RICART FORD	VEHICLE MAINTENANCE	10011106-5228	\$ 7,000.00
P2101062- RICART FORD	MAINTENANCE & REPAIR	10011106-5328	\$11,000.00
P2101199 ALLOWAY	REGIONAL SEWER	66211900-5301	\$12,500.00
P2102472 BEEMS	FUEL SERVICES RSD	66211900-5228	\$7,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2104637	VISU-SEWER OF OHIO LLC	REPAIR AQUATECH TRUCK	60111901 - 5370	\$37,716.50
R2104638	COUNTY RISK SHARING AUTHORITY	LEGAL FEES CLAIM DATE 10.25.2018	60111901 - 5370	\$92,241.50
R2104639	COUNTY RISK SHARING AUTHORITY	LEGAL FEES CLAIM DATE 12.14.2019	60111901 - 5370	\$23,685.40
R2104654	ARCADIS US INC	ARC FLASH TRAINING FOR STAFF	66211900 - 5305	\$9,500.00
R2104655	STEFFENS SHULTZ INC	REPLACEMENT PUMP CHILLER	10011105 - 5228	\$8,200.00

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

**4**  
**RESOLUTION NO. 21-1013**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021**

---

The Commissioners' Office is requesting that Commissioner Gary Merrell, Commissioner Barb Lewis, Commissioner Jeff Benton, Deputy Administrator Dawn Huston and Tracie Davies attend the CCAO/CEAO Annual Winter Conference in Columbus, Ohio from December 8–10, 2021 at the cost of \$2,300.00 (fund number 10011101).

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

**5**  
**RESOLUTION NO. 21-1014**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR VETERANS SERVICE:**

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

**Supplemental Appropriation**  
10062601-5360                      Veterans Services/Court Related Services                      50,000.00

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

**6**  
**RESOLUTION NO. 21-1015**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND THE LICKING COUNTY BOARD OF COMMISSIONERS TO HOUSE LICKING COUNTY INMATES:**

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of an agreement between the Delaware County Board of Commissioners, the Delaware County Sheriff, and the Licking County Board of Commissioners to house Licking County Inmates;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract for Reciprocal Inmate Housing between the Delaware County Board of Commissioners, the Delaware County Sheriff and the Licking County Board of Commissioners to house Licking County Inmates:

**CONTRACT FOR RECIPROCAL INMATE HOUSING**

**Section 1 - Parties to the Agreement**

This Agreement is made and entered into this 21<sup>st</sup> day of October, 2021 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and Licking County Board of Commissioners, 20 South Second Street, Newark, Ohio 43055 ("Licking County") (hereinafter collectively referred to as the "Parties"), pursuant to Sections 9.482, 307.15, *et seq.*, and 341.L12, *et seq.* of the Revised Code.

**Section 2 -Purpose**

The Parties to this agreement wish to contract for the housing of inmates, from time to time, in the other Party's jail facilities. The Party that needs to house an inmate in the other Party's jail shall be referred to as the Sending County. The Party that receives the inmate shall be referred to as the Receiving County.

**Section 3 - Contract Administrator**

Receiving County hereby designates the Receiving County Administrator of Corrections and Court Services or Jail Administrator, subject to the direction of the Receiving County Sheriff, as Administrator and agent of Receiving County for purposes of this Agreement, including commencement and suspension thereof.

**Section 4 -Scope**

Sending County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates or due to certain circumstances is unable to house a particular inmate. Receiving County and Sending County desire that Receiving County provide jail services to Sending County and have Sending County's inmates incarcerated and cared for in the Receiving County Jail for such periods as may be directed by the Courts and/or Sending County.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021**

---

Receiving County will receive and care for, at the Receiving County Jail, all inmates referred by Sending County for such length of time as said inmates respectively may be committed by the court of competent jurisdiction, subject to the provisions of this Agreement. Receiving County's acceptance of inmates is also subject to available space within the Receiving County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of inmates accepted by Receiving County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Receiving County Jail as adopted by the Sheriff of Receiving County, Ohio.

Upon delivery to the Receiving County Jail by Sending County of its inmates, along with proper commitment papers, Receiving County shall accept and receive said inmates for incarceration therein, provided however, that this Agreement imposes no obligation upon Receiving County to accept any or all such inmates tendered by Sending County for incarceration in the Receiving County Jail when, at the discretion of the Sheriff of Receiving County, an inmate is refused in accordance with this Agreement. It shall be the obligation of Sending County to telephone or otherwise contact the Sheriff of Receiving County, Ohio, before delivery of Sending County's inmates to ascertain that the same will be accepted for incarceration within the Receiving County Jail. Sending County will also notify Receiving County of an estimated time of arrival.

Sending County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Receiving County Jail as prescribed by the Receiving County Sheriff, Receiving County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Receiving County Jail.

Sending County agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Sending County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Sending County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

**Section 5 - Transportation Expenses**

Persons imprisoned by Sending County or arrested and brought to the Receiving County Jail for incarceration shall be escorted and transported by Sending County, at Sending County's sole expense, to the Receiving County Jail. In no event shall Receiving County transport Sending County's inmates outside Receiving County's jurisdiction. When the destination of Sending County's inmate transportation is outside Receiving County, Sending County shall arrange, at Sending County's sole expense, transportation of said inmate to and from the Receiving County Jail.

**Section 6 - Confinement Expenses**

Sending County shall be invoiced monthly by the Receiving County Sheriff, for each person confined in the Receiving County Jail pursuant to this Agreement, as follows: for inmates housed in Delaware County the sum of \$83.00 per inmate day during the inmate's confinement and for inmates housed in Licking County the sum of \$83.00 per inmate day during the inmate's confinement. "Inmate day" is any one calendar day, or any part thereof, separately computed for each of Sending County's inmates, during which said inmate is actually subject to the care, control, custody, and supervision of the Sheriff of Receiving County, Ohio, or any of his agents or employees.

The Parties agree that Receiving County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Receiving County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Receiving County Sheriff shall prepare and submit to Sending County, monthly, a statement specifying all obligations for payment required of Sending County. Sending County shall pay unto Receiving County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Receiving County shall refund to Sending County any amount overpaid as specified in such statements within thirty (30) days of the statement.

Notwithstanding any term of this Agreement, Receiving County may require inmate reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of set off to Sending County.

**Section 7 - Care Expenses**

Sending County shall pay all sums expended for or incurred in the name of Receiving County for any and all medical, dental, or hospital treatments (inpatient or outpatient) necessary for the care of Sending County's

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021**

---

inmates while such inmates are in the custody and control of Receiving County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Receiving County shall notify Sending County when the fact is known or as soon thereafter as possible. If the inmate requires hospitalization under guard, they will be booked out of jail into the custody of Sending County, and Sending County shall provide their own security.

In case of the death of an inmate, Receiving County shall not be liable for any costs or expenses related to the inmate's death. Sending County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

**Section 8 - Habeas Corpus Expenses**

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Sending County, or such other counsel Sending County may retain, shall provide legal counsel in habeas case filed in state court. Sending County shall give notice to Receiving County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Sending County to give such notice, to file an answer, or otherwise defend the matter shall entitle Receiving County to act instead of Sending County. All reasonable and necessary expenses incurred by Receiving County in any habeas corpus proceedings for any of Sending County's inmates shall be paid by Sending County unless otherwise paid by said inmate, or by someone on the inmate's behalf. The Parties agree that the Receiving County Prosecuting Attorney's hourly rate for performing this work on behalf of the other Party's County is \$100.00.

**Section 9 – Liability**

Receiving County shall be liable for escapes or other neglect of duty in relation to the inmate, as in other cases, and neither the Sending County's sheriff nor any of the Sending County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the inmate while the inmate is in the custody of Receiving County. The Parties agree that under RC. 341.18 Receiving County shall have a right of action against Sending County for damages to the Receiving County Jail or other Receiving County property done by any inmate confined pursuant to this Agreement. Sending County shall not be required to reimburse Receiving County for ordinary wear and tear of Receiving County property occurring during confinement of Sending County's inmates pursuant to this Agreement.

**Section 10 - Right to Refuse Inmates**

Receiving County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Receiving County Sheriff shall not commit inmates suffering from any communicable, contagious, infectious or venereal disease. Should any inmate committed by Sending County develop or contract any such disease while detained at Receiving County Jail, or having received any inmate so affected, without knowledge thereof upon discovery of such condition in any inmate thereafter, Receiving County may refuse to keep such inmates. Upon such refusal to keep said inmate, Receiving County shall immediately notify Sending County or Sending County's Sheriff's Office and advise of same. Upon notification provided herein, Sending County shall at its own expense, promptly remove or cause to be removed such inmate from the Receiving County Jail.

Receiving County shall not receive or allow to remain any pregnant inmates in the Receiving County Jail. Receiving County further reserves the right to reject or return any and all inmates committed to the Receiving Jail, when, in the sole discretion of Receiving County, the Receiving County Sheriff, or his employees, agents, or assigns determine that the conditions of said Receiving County Jail and its inmates are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

**Section 11 - Term of Agreement**

This Agreement shall commence on the date recited first herein and continue in force until November 1, 2024, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Receiving County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to inmates incarcerated at the time notice of termination is given to the other Party.

**Section 12 - Miscellaneous Terms & Conditions**

**12.1 Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Receiving County and Sending County, shall

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021**

---

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.

**12.2 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 Receiving County, Ohio.

**12.3 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.

**12.4 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.

**12.5 Personnel:** The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall Delaware County's employees be considered employees of Licking County within the meaning or application of any federal, state or local laws or regulations, and vice versa.

**12.6 Counterparts:** This Agreement may be executed in Counterparts.

**12.7 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

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

**7  
RESOLUTION NO. 21-1016**

**IN THE MATTER OF APPROVING THE APPLICATIONS FOR DESIGNATION OF CHARITABLE AGENCIES UNDER THE DELAWARE COUNTY CHARITABLE AGENCIES SUPPORT POLICY:**

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

WHEREAS, the Delaware County Board of Commissioners adopted a Charitable Agencies Support Policy (the "Policy") via Resolution No. 13-424; and

WHEREAS, the Charitable Agency Committee met and reviewed the applications submitted for designation in 2022-2023 and provided a written recommendation to designate United Way of Delaware County, People In Need, Inc. and Friends of CASA of Delaware and Union Counties as Charitable Agencies under the Policy, all agencies having met the eligibility requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves designating United Way of Delaware County, People In Need, Inc. and Friends of CASA of Delaware and Union Counties as Charitable Agencies for the 2022 and 2023 calendar years and hereby authorizes a payroll deduction plan in support of said agencies, all in accordance with the Policy.

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

**8  
RESOLUTION NO. 21-1017**

**IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") established the Delaware County Board of Building Appeals (the "BBA"), pursuant to section 307.381 of the Ohio Revised Code;

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021**

---

and

WHEREAS, pursuant to section 307.381 of the Revised Code and DC 501 of the Building Code of Delaware County (the “Building Code”), the Board of Commissioners is responsible for making appointments to the BBA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term of current board member James Price (BBA 1) will expire on December 31, 2021, and Mr. Price has applied for re-appointment; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the BBA;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the BBA for the term specified herein:

Position	Appointee	Term Ends
BBA 1	James Price	December 31, 2026

Section 3. The appointment approved herein shall take effect on January 1, 2022.

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

**9  
RESOLUTION NO. 21-1018**

**IN THE MATTER OF RE-APPOINTING MEMBERS TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Board of Zoning Appeals (the “BZA”), pursuant to section 303.13 of the Revised Code; and

WHEREAS, the terms for BZA board members Ryan Bard and Dan Huffman will expire on December 31, 2021, and both members have applied for re-appointment; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint current members of the BZA;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to the BZA and for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
BZA-1	Ryan Bard	January 1, 2022	December 31, 2026
BZA-Alt	Dan Huffman	January 1, 2022	December 31, 2026

Section 3. The re-appointments approved in this Resolution shall take effect on January 1, 2022.

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

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021

10

RESOLUTION NO. 21-1019

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY CONVENTION AND VISITORS BUREAU:

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

WHEREAS, the Delaware County Convention & Visitors Bureau (the "Visitors Bureau") is a not-for-profit organization established and existing under Ohio laws and operating as the convention and visitors bureau within Delaware County to promote tourism and attract visitors and conventions to the County; and

WHEREAS, pursuant to the Visitors Bureau's organizing documents, the Delaware County Board of Commissioners (the "Board of Commissioners") is responsible for appointing one (1) representative to the Visitors Bureau; and

WHEREAS, the term for current Commissioners' appointee Rob Leeds will expire December 31, 2021, and Mr. Leeds has applied for re-appointment; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the "Policy"), which requires the posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the Visitors Bureau;

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

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of Rob Leeds to the Visitors Bureau for the term commencing January 1, 2022, and ending December 31, 2024.

Section 3. The Board of Commissioners hereby directs the Clerk of the Board to certify a copy of this Resolution to the Visitors Bureau.

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

11

RESOLUTION NO. 21-1020

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY SAFETY GRANT FUNDS TO PURCHASE BINDER LIFTS FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, on June 3, 2013, the Board of Commissioners of Delaware County adopted Resolution No. 13-581, adopting a policy for the use of County Workers' Compensation Self Insurance funds to allow departments to apply for internal safety grants; and

WHEREAS, the EMS Department has applied for, and the Safety Grant Review Committee has recommended approval of, Grant Funds, not to exceed Ten Thousand Five Hundred Dollars, to purchase binder lifts for the Emergency Medical Services MEDIC units;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves Safety Grant Funds, not to exceed Ten Thousand Five Hundred Dollars, to purchase binder lifts for the Emergency Medical Services Department.

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

12

RESOLUTION NO. 21-1021

IN THE MATTER OF APPROVING A PLAN CHANGE FOR THE GROUP LIFE, AD&D, AND VOLUNTARY LIFE INSURANCE POLICIES OFFERED TO ELIGIBLE COUNTY EMPLOYEES:

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

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021**

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to section 305.171 of the Revised Code, provided certain group life and AD&D insurance coverage for county officers and employees and also makes available other voluntary life insurance policies; and

WHEREAS, the Board wishes to establish the group life insurance coverage and voluntary policies for eligible Delaware County employees for 2022; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the coverage; and

WHEREAS, the Acting County Administrator recommends that the Board change from the current Met Life policies to VOYA, which allows a term policy of a one-time benefit amount equal to the full time employee’s annual salary up to a maximum benefit amount of \$125,000; and

WHEREAS, VOYA offers a group life rate guarantee of \$0.145 per \$1,000 Life / AD&D per month through 2024 for a total annual cost of \$97,216; and

WHEREAS, VOYA will also offer eligible employees the ability to purchase additional portable and convertible voluntary plans for life insurance, short and long term disability, accident, critical illness, and a hospital confinement indemnity for themselves, in addition to voluntary life insurance for employees, their spouse and eligible dependent children; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the plan change for group life, AD&D, and other voluntary policies through VOYA, beginning January 1, 2022, and authorizes the Acting County Administrator to execute the necessary documents in furtherance thereof.

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

**13**

**RESOLUTION NO. 21-1022**

**IN THE MATTER OF APPROVING WAGE BANDS FOR THE DELAWARE COUNTY COMPENSATION MANAGEMENT SYSTEM:**

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

WHEREAS, on December 15, 1997, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 97-1033, accepting, authorizing, and implementing the Delaware County Compensation Management System; and

WHEREAS, the Delaware County Compensation Management System has been regularly reviewed and updated, most recently pursuant to Resolution No. 19-660, adopted on July 11, 2019; and

WHEREAS, the Acting County Administrator and the Human Resources Manager recommend approving the updated wage bands for the Delaware County Compensation Management System, applicable for the Board’s non-union employees and Department of Job and Family Services collective bargaining unit employees;

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

Section 1. The Board hereby approves the following wage bands for the Delaware County Compensation Management System:

<b>2022 Delaware County BOC Wage Bands</b>				
	<b>Min</b>		<b>Max</b>	
	<b>Hourly</b>	<b>Salary</b>	<b>Hourly</b>	<b>Salary</b>
<b>A</b>	Commensurate with Experience			
<b>B</b>	\$ 50.83	\$ 105,727	\$ 68.50	\$ 142,480
<b>C</b>	\$ 45.24	\$ 94,094	\$ 60.85	\$ 126,568
<b>D</b>	\$ 38.93	\$ 80,983	\$ 52.65	\$ 109,512
<b>E</b>	\$ 33.99	\$ 70,699	\$ 47.65	\$ 99,112
<b>F</b>	\$ 30.80	\$ 64,058	\$ 43.15	\$ 89,752
<b>G</b>	\$ 27.91	\$ 58,059	\$ 39.05	\$ 81,224
<b>H</b>	\$ 25.29	\$ 52,596	\$ 35.37	\$ 73,570
<b>I</b>	\$ 22.92	\$ 47,668	\$ 31.40	\$ 65,312
<b>J</b>	\$ 20.74	\$ 43,148	\$ 28.46	\$ 59,197
<b>K</b>	\$ 17.96	\$ 37,363	\$ 25.00	\$ 52,000



**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021**

---

<b>L</b>	\$ 15.86	\$ 32,993	\$ 22.71	\$ 47,237
<b>M</b>	\$ 14.16	\$ 29,458	\$ 20.27	\$ 42,162

Section 2. The Board hereby directs the Acting County Administrator to consult with the Human Resources Manager, and the individual department directors, to determine the employees that are affected by the amended wage bands approved herein.

Section 3. The Board hereby authorizes the Acting County Administrator to approve and execute all necessary personnel actions to implement associated pay adjustments for the employees affected by the amended wage bands approved herein.

Section 4. The wage bands approved herein shall supersede the current Delaware County Compensation Management System wage charts, effective October 30, 2021.

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

**OTHER BUSINESS:**

**RESOLUTION NO. 21-1023**

**IN THE MATTER OF APPOINTING TRACIE DAVIES AS COUNTY ADMINISTRATOR:**

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

WHEREAS, pursuant to section 305.29 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may appoint a county administrator, who shall be the administrative head of the county under the direction and supervision of the Board and who shall hold office at the pleasure of the Board; and

WHEREAS, the Board shall fix the salary of the county administrator and cause the same to be paid;

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

Section 1. The Board hereby appoints Tracie Davies as Delaware County Administrator, effective Monday, November 29, 2021.

Section 2. The Board hereby fixes the salary of the County Administrator at One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) per annum, plus all fringe benefits in accordance with Board policies.

Section 3. The Board hereby approves additional compensation for the County Administrator in the form of a telephone allowance at the rate of Eighty Dollars (\$80.00) per calendar month and a car allowance at the rate of Four Hundred Dollars (\$400.00) per calendar month, in accordance with Board policies, both beginning December 1, 2021.

Section 4. The Board hereby approves additional hours of unclassified paid time off per calendar year that results, when combined with statutory vacation leave available to the County Administrator, in a total of two hundred (200) hours of leave per calendar year. The additional hours of unclassified time off shall expire at the end of each calendar year and shall not be eligible for payout if accrued and unused upon separation.

Section 5. The Board hereby authorizes the President of the Board to execute any necessary administrative documents in furtherance of this Resolution.

Section 6. The Board hereby finds and determines that approval of this Resolution and all deliberations thereon are in compliance with the laws of the State of Ohio, including specifically Section 121.22 of the Revised Code.

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

**14**

**ADMINISTRATOR REPORTS**

Dawn Huston  
-No reports.

**15**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton  
-Jeff Fishel has been named to the State Board of Emergency Management Agency.  
-The Historic Courthouse renovation was given an award at the Heritage Ohio awards yesterday.  
-Attended the Evening of Generosity last night.  
-Will attend the Chamber lunch featuring Steve Stivers today.

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021

- The Legislative Update will happen tomorrow.
- The Strand Theatre also received an award from Heritage Ohio yesterday.

Commissioner Lewis

-We all received an invitation from People In Need to attend see what the Community Enhancement Grant money was used for.

Commissioner Merrell

-The Strand Theatre is a great place to watch a movie and has the best popcorn in town.

16

**RESOLUTION NO. 21-1024**

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

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

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

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

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

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

**RESOLUTION NO. 21-1025**

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

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

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

**OTHER BUSINESS:**

**RESOLUTION NO. 21-1026**

**IN THE MATTER OF APPOINTING FERZAN AHMED AS CHAIRPERSON OF THE DELAWARE COUNTY TRANSIT BOARD:**

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Transit Board (the "Transit Board") and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, pursuant to section 306.02, the Board of Commissioners shall designate a chairperson of the Transit Board for the member's term of office or for the term of three years, whichever is shorter; and

WHEREAS, the current term for the position of chairperson of the Transit Board shall expire on October 24, 2021;

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

Section 1. The Board of Commissioners hereby designates Ferzan Ahmed to serve as chairperson of the Transit Board, effective October 25, 2021, and continuing through October 24, 2024, when his term as a member of the Transit Board expires.

Section 2. The Clerk to the Board of Commissioners is hereby directed to certify a copy of this Resolution to the Transit Board.

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

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2021

---

There being no further business, the meeting adjourned.

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

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

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

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners