

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 23, 2022

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

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

1
RESOLUTION NO. 22-418

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 19, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 19, 2022; 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. 22-419

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0520:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0520 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2203237	STRATEGIC BENEFIT DESIGN LLC	2022 CONSULTING FEES	60211902 - 5301	\$20,000.00
R2203241	DLZ OHIO INC	CONSTRUCTION MATERIALS TESTING FOR CIP PROJECTS	66711900 - 5410	\$75,000.00
R2203245	IMAGE TREND INC	ELITE EMS SOFTWARE SUPPORT	10011303 - 5320	\$17505.06

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

4
CHIEF BALZER, SHERIFF'S OFFICE
RETIREMENT TRIBUTE ALEX DURBIN, CORRECTIONS OFFICER

5
KASSIE NEFF, CRIMINAL JUSTICE PROGRAMS MANAGER
DELAWARE COUNTY SHERIFF'S OFFICE
PRESENTATION:
OHIO DEPARTMENT OF MENTAL HEALTH & ADDICTION SERVICES
LANDLORD MITIGATION CLAIMS FUND
STEPPING UP COUNTIES PILOT PROGRAM

6
RESOLUTION NO. 22-420

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR DOMESTIC RELATIONS COURT:

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

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Supplemental Appropriation

10023201-5001	Domestic Relations/Compensation	49,500.00
10023201-5131	Domestic Relations/Medicare	725.00

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

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RESOLUTION NO. 22-421

IN THE MATTER OF APPROVING THE EXTENSION OF LEASE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF THE DELAWARE COUNTY SHERIFF'S OFFICE, FOR CERTAIN REAL PROPERTY LOCATED AT 149 EAST ORANGE ROAD, LEWIS CENTER, OHIO 43035:

It was moved by Mr. Merrell, seconded by Mr. Benton Ato approve the following:

WHEREAS, the Sheriff recommends approval of the extension of Lease Agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners, on behalf of the Delaware County Sheriff's Office, for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the extension of lease agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners, on behalf of the Delaware County Sheriff's Office, for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035:

EXTENSION OF LEASE AGREEMENT

This First Extension ("Extension") to the Lease Agreement dated March 31, 2020, which by this reference is incorporated herein ("Agreement") is entered into this 23rd day of May 2022 by and between the Delaware County Board of Developmental Disabilities, Delaware County, Ohio, hereinafter referred to as "Lessor " and the Board of County Commissioners, Delaware County, Ohio on behalf of the Delaware County Sheriff's Office, hereinafter referred to as "Lessee" (individually, "Party" and collectively, "Parties").

WHEREAS, the Parties entered into the Agreement, which is attached and fully incorporated herein , on March 31, 2020 and is set to terminated on May 1, 2022; and

WHEREAS, Pursuant to Section 2 of the Agreement, the Parties may renew the Agreement by written mutually agreeable terms;

WHEREAS, the Parties wish to renew the terms of the Agreement until May 1, 2024,

NOW THEREFORE, for good and valuable consideration, the Parties hereby mutually agree to the following additions to the Agreement.

1) TERM:

The term of the Agreement shall be extended to May 1, 2024. This Lease shall be renewable by and through such written agreeable terms between the Parties. In no event shall the Lessee be required to vacate the premises sooner than 90 days after receiving notice of termination.

2) RENT:

On or before May 1 of every year during the Lease Terms, Lessee shall pay to Lessor as rent for the Leased Premises the annual sum of Fifty-Five Thousand, Eight Hundred Seventy Dollars and Forty-Three Cents (\$55,870.43), constituting a rate of Seven Dollars and Zero Cents (\$7.00) per square foot for the space on the Lower Level and First Floor.

For valuable consideration received, Lessor shall grant Lessee 6,354.49 square feet on the South Area of the Second Floor. Lessee shall be responsible for all cost incurred in cleaning, cosmetics, maintenance and repairs for Second Floor area that is granted. See attached Exhibit A (DelCo Sheriff's Office Space 2022-2024).

3) CONFLICTS:

In the event of a conflict between the terms of the Agreement and this Extension, the terms of this Extension shall prevail.

4) TERMS OF AGREEMENT UNCHANGED:

All terms and conditions of the Agreement not changed by this Extension remain the same, unchanged, and in full force and effect.

**Delco Sheriff's Office
Space 2022-2024**

Area	Area Name	Total Lease Sq. Ft.
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Number		
LL017	West Large Conference Room	1,458.40
LL018	West Small Conference Room	481.86
LL033	South Men's Restroom	142.03
LL034	South Women's Restroom	143.50
LL035	South Janitorial Closet	39.48
LL036	South ADA Restroom	42.20
LL037	South Basement Restroom Corridor	220.97
LL038	South East Stairwell	131.30
LL039	South East Office	292.33
LL040	South Main Corridor	1,117.13
LL041	Sheriff's Briefing Room	688.55
LL042	Sheriff's Training Room	1,142.50
LL043	Sheriff's Staffing Room	897.21
LL045	Sheriff's Storage	251.18
LL046	South Elevator Lobby	204.30
1st 144	South Women's Restroom	141.38
1st 145	South Men's Restroom	141.38
1st 146	South ADA Restroom	44.80
1st 147	South Janitorial Closet	40.00
1st 148	South Restroom Corridor	318.56
1st 149	South Stairwell	42.43
Total Sq. Ft.		7,981.49
Rate		\$ 7.00
Total Annual Lease Amount		\$ 55,870.43

2nd 240	South Men's Restroom	140.43
2nd 241	South Women's Restroom	141.83
2nd 242	South ADA Restroom	51.78
2nd 243	South Janitorial Closet	30.88
2nd 244	South Restroom Corridor	257.96
2nd 245	South East Stairwell	39.98
2nd 246	South Storage	304.65
2nd 247	South Shell Area	4,974.80
2nd 250	South Storage	71.10
2nd 251	South Data Closet	9.13
2nd 252	South Elevator Lobby	332.05
Total Sq. Ft.		6,354.59

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

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RESOLUTION NO. 22-422

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MONTROSE GROUP, LLC FOR ECONOMIC DEVELOPMENT SERVICES:

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

**PROFESSIONAL SERVICES AGREEMENT
Economic Development Services**

This Agreement is made and entered into on May 23, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Montrose Group, LLC, 100 East Broad Street, Suite 2320, Columbus, Ohio 43215 ("Consultant"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide general economic development consulting services (the "Services").
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

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- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant's Proposal dated May 10, 2022 (the "Proposal"), which is attached hereto and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as the agent of the County for this Agreement.
- 2.2 The County Administrator shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed \$50,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

- 5.1 Compensation shall be paid in accordance with the Proposal.
- 5.2 Invoices shall be submitted to the County Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED; COMPLETION OF SERVICES; TERMINATION

- 6.1 The Consultant shall commence Services as directed by the County Administrator and shall complete the Services in accordance with the Proposal. This Agreement shall terminate upon the completion of the Services as set forth in the Proposal, unless terminated earlier in accordance with the Proposal.
- 6.2 Either County or Consultant may terminate this Agreement upon written notice given in accordance with the termination clause stated in the Proposal.
- 6.3 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the effective date of termination.

7 CHANGE IN SCOPE OF SERVICES

- 7.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.

8 OWNERSHIP

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

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9 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

10 INDEMNIFICATION

- 10.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 10.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

11 INSURANCE

- 11.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the County Administrator determines will reasonably protect the County and Consultant.
- 11.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 12.2 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.3 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 12.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.5 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.
- 12.6 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

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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.

12.7 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.

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

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

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

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

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

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

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

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

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

9
RESOLUTION NO. 22-423

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR CALAWAY RUN CAD:

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

Calaway Run CAD:

WHEREAS, Kelly Nelson & Dev. Partner, LLC, has submitted the Plat of Subdivision ("Plat") for Calaway Run CAD, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of

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Subdivision for Calaway Run CAD:

Calaway Run CAD:

Situated in the State of Ohio, County of Delaware, Township of Harlem and being part of Farm Lot 5, Section 4, Township 3, Range 16. Being a subdivision of three (3) parcels, totaling 19.91 acres, conveyed to Calaway Run LLC, an Ohio Limited Liability Company in Official Record 1951, Pages 1628-1633, Official Record 1900, Pages 989-990 in the Delaware County Recorder’s Office. Cost: \$15. (*\$3.00 per buildable lot*)

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

10

RESOLUTION NO. 22-424

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT22-0070	Columbia Gas	Carters Corner Road	Relocate gas main
UT22-0071	Know Energy Cooperative	Concord Road	Mainline extension
UT22-0072	Spectrum	Dent Road	Place cable in ROW

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell
-Attended “An Evening of Generosity” sponsored by the Delaware Foundation.
-Attended the dedication of flags at the Sarah Moore Home.

Commissioner Benton
-Attended the Sunbury/Big Walnut Chamber breakfast Friday morning. Auditor Kaitsa was the guest speaker.
-Attended the COYC meeting Thursday evening.
-The Historical Society has begun a Strategic Planning Plan.
-The Land Bank will meet tomorrow.
-Community Enhancement Grant presentations will be held this Thursday.

Commissioner Lewis
-Will be attending the Senior Citizen’s Hall of Fame ceremony this Wednesday.

13

RESOLUTION NO. 22-425

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Benton, seconded by Mr. Merrell 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

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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; promotion; compensation of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 22-426

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners