

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 18, 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. 22-579

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 11, 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 July 11, 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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 22-580

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0715 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0715:

It was moved by _____, seconded by _____ to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0715, memo transfers in batch numbers MTAPR0715 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2201965) Mobile Health Res	Contracted Professional Services	10011303-5301	\$ 5,000.00
(P2201770) Bound Tree	EMS Supplies	10011303-5244	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2203734	CONCORD SCIOTO COMMUNITY AUTHORITY	CONCORD SCIOTO MILLAGE - ADMINISTRATIVE EXPENSES	66911900 - 5301	\$35,411.65

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

4
RESOLUTION NO. 22-581

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JUNE 2022:

It was moved by Mr. Benton, seconded by Mr. Merrell to accept the Treasurer's Report for the month of June 2022.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

5
RESOLUTION NO. 22-582

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM JADES1 INC. TO

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HYOUNG KIM (DBA TOKOYO SUSHI) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a transfer of a D1 and D2 liquor license request from Jades1 Inc. to Hyoung Kim (DBA Tokoyo Sushi) located at 9880 Brewster Lane, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**6
RESOLUTION NO. 22-583**

IN THE MATTER OF PROCLAIMING THE WEEK OF JULY 17-23, 2022 AS PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK IN DELAWARE COUNTY:

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

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be protected from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are a true force for positive change_in their communities, and;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners do hereby proclaim July 17-23, 2022, as *Pretrial, Probation, and Parole Supervision Week* and encourage all citizens to honor these community corrections professionals and to recognize their achievements.

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

**7
RESOLUTION NO. 22-584**

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO SERGEANT ARTHUR KESTER ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Sergeant Arthur Kester retired from the Sheriff’s Office in good standing with the office; and

WHEREAS, Sergeant Arthur Kester’s assigned duty firearm, Glock, Model 22 – Serial # WXT-602 (the “Firearm”), is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Sergeant Arthur Kester to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

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that:

Section 1. The Board hereby declares that the Firearm is no longer needed for public use and authorizes the sale of the Firearm to Sergeant Arthur Kester for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Sergeant Arthur Kester accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

**8
RESOLUTION NO. 22-585**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION, A TRANSFER OF APPROPRIATION, A TRANSFER OF FUNDS, AND AN ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Supplemental Appropriation			
26026203-5320	Juvenile Court Data Fund/Software Licenses & Computer Services	20,000.00	
Transfer of Appropriation			
From:	To:		
10026201-5001	10026201-5801	5,000.00	
Juvenile Court/Other Services	Juvenile Court/Cash Transfers		
Transfer of Funds			
From:	To:		
10026201-5801	26226206-4601	5,000.00	
Juvenile Court/Cash Transfers	Specialized Court Docket/Interfund Revenues		
Advance of Funds			
10011102-8500	26226206-8400		
Commissioners General/Advance Out	Specialized Court Docket/Advance In	5,000.00	

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

**9
RESOLUTION NO. 22-586**

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the agreement between the Delaware County Juvenile Court; the Board of Delaware County Commissioners, and the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer:

2022-2023 AGREEMENT FOR TRUANCY OFFICER

This Agreement for Truancy Officer (“Agreement”) is entered into this July 18, 2022 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “County”), and the Board of Education of the Educational Service Center of Central Ohio (“ESC”), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually “Party”, collectively “Parties”).

PREAMBLE

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- A. **WHEREAS**, with the consent and approval of the judge of the juvenile court, R.C. § 3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. **WHEREAS**, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. **WHEREAS**, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. **WHEREAS**, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center governing board; and,
- E. **WHEREAS**, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a full time probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, conditions, and agreements of the Parties contained herein, it is agreed as follows:

1. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

2. AUTHORITY

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

3. STATEMENT OF WORK

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer (“Officer”) for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively “Schools”).

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of children to attend and parents, guardians, and/or other responsible persons to cause a child’s attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues and/or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

The Court shall have and retain exclusive authority over and control of all discipline matters and/or termination of the Officer.

4. COMPENSATION FOR SERVICES

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not to exceed, the following amount for the compensation of the Officer, including salary and benefits:

\$79,937.00

The above amount shall be payable to the Court on or before October 31, 2022. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30)

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days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

5. TERM

This Agreement shall be effective July 1, 2022 through June 30, 2023.

6. RENEWAL

Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing signed by the Parties.

7. TERMINATION

This Agreement may be terminated as follows:

A. Convenience:

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

OR

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except:

- ESC shall pay and the Court shall be entitled to receive compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- If ESC has already paid the Court pursuant to this Agreement, the Court shall refund to ESC, not to exceed the total amount received from ESC for the services of the Officer, the amount received less any compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- ESC shall pay and the Court shall be entitled to receive any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer through the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

8. SEPARATION FROM EMPLOYMENT OR CEASING TO SERVE AS OFFICER

If for any reason during the term of this Agreement, the Officer separates from employment with the Court or otherwise ceases to service as the Officer, the Parties shall meet and decide whether to appoint a replacement and continue with this Agreement or whether to terminate this Agreement consistent with the termination provisions of this Agreement. The Court shall have sole authority to determine any replacement.

9. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default of this Agreement is not and shall not be interpreted as a waiver of any such subsequent occurrence. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the County, the Judge shall approve any waiver.

10. NO FUTURE COMMITMENT

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This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer either during or beyond the term of this Agreement or any termination of this Agreement.

11. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers resulting from the performance of this Agreement.

12. AMENDMENTS

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

13. NON-DISCRIMINATION

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. The Parties shall not in any way or manner discriminate against any employee, applicant for employment, or person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, transgender status, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

14. ACCESSIBILITY

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.
- B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

15. DRUG FREE ENVIRONMENT

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. In the performance of this Agreement, the Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

16. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

ESC, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

Tom Goodney
Superintendent

Date

17. COURT AND COUNTY POLICIES

The Officer shall be bound by, conform to, comply with, and abide by all current applicable Court policies (“Court Policy”) and Delaware County policies (“County Policy”). The County may, in its sole discretion, discipline the Officer, including up to termination, and may, notwithstanding any other provision of this Agreement, immediately terminate this Agreement, subject to the surviving rights and obligations listed in subsection 7, for failure of the Officer to comply with Court Policy and/or County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Copies of Court Policy are available upon request. The Court and/or County reserve the authority to change, supplement, amend, replace, enact, repeal, and/or rescind Court Policy and/or County Policy at any time, for any reason, and without notice.

18. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this Agreement

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or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when hand delivered, sent, or transmitted:

Court and Board:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
145 North Union Street, Ground Floor
Delaware, Ohio 43015

Facsimile: (740) 833-2599

Email: kwadkins@co.delaware.oh.us

ESC:

Tom Goodney
Superintendent
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Facsimile: _____

Email: _____

19. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

20. ASSIGNMENT

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred.

21. 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.

22. DRAFTING

This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.

23. HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

25. COUNTERPARTS

This Agreement may be executed in counterparts.

26. SIGNATURES

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.

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ESC:

Board of Education
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Tom Goodney Date
Superintendent

ESC approved this Agreement and authorized Superintendent, Tom Goodney, to sign this Agreement pursuant to Resolution No: _____.

ESC TREASURER’S CERTIFICATION (RC 5705.41(D)):

As required by R.C. § 5705.41(D), the Treasurer of the Educational Service Center of Central Ohio (ESC) shall certify that the funds required to meet the obligation set forth in this Agreement for Truancy Officer have been lawfully appropriated for such purpose and are in the ESC treasury or in the process of collection, free from any other encumbrances.

COUNTY:

Board of Commissioners,
Delaware County, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2100
Fax: (740) 833-2099

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

10
RESOLUTION NO. 22-587

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A GRANT FROM THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant # VOCA – Victim Services
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2022 – 09/30/2023

Grant (VOCA) Amount: \$33,183.68
Grant (SVAA) Amount: \$21,943.00
Local Cash Match: \$5,485.75
Local In-Kind Match: \$0.00
Total Grant Amount: \$60,612.43

Grant # VOCA – Court Appointed Special Advocate
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2022 – 09/30/2023

Grant (VOCA) Amount: \$110,782.60
Grant (SVAA) Amount: \$1,918.00
Local Cash Match: \$0.00
Local In-Kind Match: \$27,695.65
Total Grant Amount: \$140,396.25

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

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RESOLUTION NO. 22-588

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IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR DEPARTMENT OF YOUTH SERVICES – RECLAIM GRANT FOR THE DELAWARE COUNTY PROBATE/JUVENILE COURT:

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

Grant # DYS - RECLAIM
Source: Department of Youth Services
Grant Period: 07/01/2012 – 06/30/2023

Grant Amount (RECLAIM): \$383,144.02
Grant Amount (BASE): \$290,665.00
Grant Amount (Competitive): \$50,000.00
Local Cash Match: \$0.00
Total Grant Amount: \$723,809.02

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

12
RESOLUTION NO. 22-589

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE DELAWARE COUNTY FAMILY TREATMENT COURT PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant # 2300023
Source: Ohio Department of Mental Health and Addiction Services
Grant Period: 07/01/2022 – 06/30/2023

Grant Amount: \$51,716.00
Local Cash Match: \$0.00
Total Grant Amount: \$51,716.00

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

13
RESOLUTION NO. 22-590

IN THE MATTER OF APPROVING THE SUB-GRANT AGREEMENT EXTENSION FOR THE STATE PROGRAM YEAR 2022/2023 WITH GREATER OHIO WORKFORCE INVESTMENT BOARD, INC.:

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

WHEREAS, the Director of Job & Family Services recommends approval of the Sub-Grant Agreement Extension for the State Program Year 2022/2023 with Greater Ohio Workforce Investment Board, Inc.;

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

Section 1. The Board hereby approves the Sub-Grant Agreement Extension for the State Program Year 2022/2023 with Greater Ohio Workforce Investment Board, Inc.

Section 2. The Board hereby authorizes Barb Lewis, as President of the Board of Commissioners of Delaware County, to execute the Sub-Grant Agreement Extension for the State Program Year 2022/2023 with Greater Ohio Workforce Investment Board, Inc.

This Agreement will be fully executed as the date of the signature of the Ohio Department of Job and Family Services Assistant Deputy Director.

Greater Ohio Workforce Board
Program Year 2022/2023 Sub-Grant Agreement Extension

The Parties agree to extend the Sub-Grant Agreement (incorporating any previous amendments) entered on July 1, 2020, between the Greater Ohio Workforce Board, Inc. (Area 7) and Delaware County as follows:
Term: The current Agreement shall be extended for two (2) years to include PY22/23 unless otherwise amended. All other provisions and previous amendments of the original Sub-Grant Agreement shall remain in force and effect.

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

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RESOLUTION NO. 22-591

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND PROVIDERS SAFELY HOME, INC. AND OESTERLEN SERVICES FOR YOUTH, INC.:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract amendments;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendments for Child Care Placement providers:

Oesterlen Services for Youth, Inc.

**Third Amendment
To
Contract for the Purchase of
Residential Treatment and Foster Care Services
Between
Delaware County Department of Job and Family Services
and
Oesterlen Services for Youth, Inc.**

This Third Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 18th day of July, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Oesterlen Services for Youth, Inc. (hereinafter “Provider”) whose address is 1918 Mechanicsburg Road, Springfield, Ohio 45503 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services (“Contract”) on June 28, 2021

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

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Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Oesterlen Services for Youth

Service	IV-E Provider #	Per* Diem ⁱⁱ	Maint. ⁱⁱⁱ	Admin.	Non-Medicaid Rate ^{iv}
Intensive Treatment Units Boys and Girls ages 12-18 BOYS Full Spectrum –MH, DD, JSO GIRLS Full Spectrum MH, DD, JSO	20465	\$434.00	\$416.00	\$18.00	Ck With Fiscal ----- \$750.00 Usually
Residential 1:1—Negotiated based on Client need.					
Under Development--FFPSA Aftercare Service Supports by Direct Care Staff & / or Clinician: Phone, Travel, Direct Supports					
Treatment Foster Care (Age Birth to 18)					
Baby Rate Foster Care Oesterlen Add'l Charge for Baby when baby under custody of Foster Child (Bio-Mother). All Level's of Care	Not Assigned	\$18.41	\$11.00	\$7.41	For Foster Care and TL if a Medicaid Card is not available all Medical, Dental, Vision, Pharmaceutical & Therapeutic Care is responsibility of Placing Entity
Oesterlen Traditional Foster Care	30417	\$78.00	\$30.00	\$48.00	
Oesterlen Special Foster Care	30262	\$79.50	\$32.50	\$47.00	
Oesterlen Exceptional I Foster Care	30263	\$102.00	\$54.00	\$48.00	
Oesterlen Exceptional II Foster Care	30264	\$133.00	\$85.00	\$48.00	
Respite Resource (RR) Center	RR Center is not a 4-E Program Collaborative Partner Rate: \$6.47/Hr. Non-Collaborative Rate: \$10.76/Hr.				
Wraparound (WA) or Service Coordination (SC) Respite	WA / SC are not 4E Programs. \$65/Hr				
Mental Health Services (Accepting Medicaid, Private Ins. & Self Pay)	Rates vary but typically are as approved by Medicaid or Private Insurance.				

ⁱ Title 4-E Maintenance & Administration rates are subject to change upon issuance of the Title 4-E Rates in April by ODJFS.

ⁱⁱ Clients beyond the usual and customary level of difficulty, or clients without Medicaid coverage, will be considered at rates to be negotiated on a case-by-case basis.

ⁱⁱⁱ Ceilings are not set by ODJFS for Foster Care Maintenance

^{iv} The established Non-Medicaid Rates cover all *behavioral health* treatment. Medical, Dental, Vision and Pharmaceutical care are billed separately.

***Per Diems are subject to re-negotiation given Ohio 4E Cost Report changes and pending / anticipated state and federal legislative changes (i.e., Medicaid, Managed Care, "Keeping Kids in Families" pending federal legislation and others not known at this written.**

Appendix II
Schedule B Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Oesterlen Services for Youth

Service	IV-E Provider #	Per* Diem ⁱⁱ	Maint. ⁱⁱⁱ	Admin.	Non-Medicaid Rate ^{iv}
Intensive Treatment Units Boys and Girls ages 12-18 BOYS Full Spectrum –MH, DD, JSO GIRLS Full Spectrum MH, DD, JSO	20465	\$434.00	\$416.00	\$18.00	Ck With Fiscal ----- \$750.00 Usually
Residential 1:1—Negotiated based on Client need.					
Under Development--FFPSA Aftercare Service Supports by Direct Care Staff & / or Clinician: Phone, Travel, Direct Supports					
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Baby Rate Foster Care Oesterlen Add'l Charge for Baby when baby under custody of Foster Child (Bio-Mother). All Level's of Care	Not Assigned	\$18.41	\$11.00	\$7.41	For Foster Care and TL if a Medicaid Card is not available all Medical, Dental, Vision, Pharmaceutical & Therapeutic Care is responsibility of Placing Entity
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Mental Health Services (Accepting Medicaid, Private Ins. & Self Pay)	Rates vary but typically are as approved by Medicaid or Private Insurance.				

ⁱ Title 4-E Maintenance & Administration rates are subject to change upon issuance of the Title 4-E Rates in April by ODJFS.

ⁱⁱ Clients beyond the usual and customary level of difficulty, or clients without Medicaid coverage, will be considered at rates to be negotiated on a case-by-case basis.

ⁱⁱⁱ Ceilings are not set by ODJFS for Foster Care Maintenance

^{iv} The established Non-Medicaid Rates cover all *behavioral health* treatment. Medical, Dental, Vision and Pharmaceutical care are billed separately.

***Per Diems are subject to re-negotiation given Ohio 4E Cost Report changes and pending / anticipated state and federal legislative changes (i.e., Medicaid, Managed Care, "Keeping Kids in Families" pending federal legislation and others not known at this written.**

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 18, 2022

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Safely Home, Inc.**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 18th day of July, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Safely Home, Inc. (hereinafter “Provider”) whose address is 121 Center Road, Bedford, Ohio 44146 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 28, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

**Appendix I
Schedule A Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Safely Home**

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ODJFS provider #20699				
FEIN # 34-1786311				
RESIDENTIAL TREATMENT CENTER: GROUP HOME				
DAILY PER DIEM RATE				
\$270.94				
Effective JULY 1, 2022 - JUNE 30, 2023				
DIRECT SERVICE:				
Maintenance	\$186.54		68.85%	
Administration	\$30.59		11.29%	
Case Management	\$14.63		5.40%	
Behavioral Health	\$18.89		6.97%	
Other	\$20.29		7.49%	
Total	\$270.94		100.00%	
ODJFS provider #20549				
FEIN # 34-1786311				
BOY'S AND GIRL'S (JEWELS) RESIDENTIAL TREATMENT CENTER				
DAILY PER DIEM RATE				
\$365				
Effective JULY 1, 2022 - JUNE 30, 2023				
DIRECT SERVICE:				
Maintenance	\$251.30		68.85%	
Administration	\$41.21		11.29%	
Case Management	\$19.71		5.40%	
Behavioral Health	\$25.44		6.97%	
Other	\$27.34		7.49%	
Total	\$365.00		100.00%	

Appendix II
Schedule B Rate Information
Per Diem Rates
July 1, 2022 – June 30, 2023
Safely Home

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 18, 2022**

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BOY'S AND GIRL'S (JEWELS) RESIDENTIAL TREATMENT CENTER				
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Case Management	\$19.71		5.40%	
Behavioral Health	\$25.44		6.97%	
Other	\$27.34		7.49%	
Total	\$365.00		100.00%	

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

**15
RESOLUTION NO. 22-592**

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR THE BERLIN BUSINESS PARK FORCE MAIN PROJECT:

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

WHEREAS, the Delaware County Regional Sewer District desires to bid the Berlin Business Park Force Main Project; and

WHEREAS, Sewer District staff has provided the contract documents and technical specifications for the Berlin Business Park Force Main Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the specifications for the project known as Berlin Business Park Force Main Project and authorizes the Sanitary Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

PUBLIC NOTICE
ADVERTISEMENT FOR BIDS

DELAWARE COUNTY REGIONAL SEWER DISTRICT
BERLIN BUSINESS PARK FORCE MAIN PROJECT
CONTRACT NO. DCES 3-2022

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Sealed Bids for the construction of the BERLIN BUSINESS PARK FORCE MAIN PROJECT shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Wednesday, 8/24/2022**, at which time they will be publicly opened and read aloud.

The Bidder shall furnish all labor, material, equipment necessary to construct approximately 13,175 linear feet of new sanitary force main along Lackey Old State Road as shown in the contract documents.

Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier's check or certified check must be at least TEN percent (10%) of the Bidder's maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder's maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer's Estimate is \$3,841,800.00

A pre-Bid conference will be held on **Wednesday, 8/3/2022** at **10:00 A.M.** by video conference call and at the Delaware County Regional Sewer District Alum Creek Water Reclamation Facility, 7767 Walker Wood Blvd, Lewis Center, Ohio 43035. Contact Julie McGill at jmcgill@co.delaware.oh.us to request a video conference call invitation. Attendance at this conference is not required to bid but is encouraged.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

The Bid will be advertised on **7/19/2022** in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids".

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

16

RESOLUTION NO. 22-593

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR CLARKSHAW MOORS SECTION 5:

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

WHEREAS, the roadway construction has been completed for the project known as Clarkshaw Moors Section 5 (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at \$138,300.00 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Rockford Homes, Inc. (the "Owner") has provided a maintenance bond in the amount of \$138,300.00 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$138,300.00 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

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17

RESOLUTION NO. 22-594

IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT BETWEEN THE OHIO PUBLIC WORKS COMMISSION (OPWC) AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY (BOARD) FOR THE PROJECT KNOWN AS DEL-TR409-2.73 GREEN MEADOWS DRIVE CONSTRUCTION FROM HOME ROAD TO LEWIS CENTER ROAD AND AUTHORIZING COMMISSIONER GARY MERRELL TO EXECUTE SAID AGREEMENT ALONG WITH APPROVING DISBURSEMENTS MADE AS A RESULT OF THIS AGREEMENT:

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

WHEREAS, on October 25, 2021, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 21-1031, authorizing the submission of an application for funding assistance to the Ohio Public Works Commission ("OPWC") for the project known as DEL-TR409-2.73 Green Meadows Drive Construction from Home Road to Lewis Center Road; and

WHEREAS, the application for funding assistance was approved, subject to the approval of a project grant agreement with the OPWC;

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

Section 1. The Board approves the project grant agreement (copy available for review at the Commissioners' Office until no longer of administrative value) with OPWC for the project known as DEL-TR409-2.73, further known as OPWC Project No.CQ28Z.

Section 2. Commissioner Gary Merrell is authorized to execute the agreement with OPWC for the project known as OPWC Project No. CQ28Z and to sign any disbursements made as a result of the agreement.

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

18

RESOLUTION NO. 22-595

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR RIVERWOOD FARM CAD AND HYATTS MEADOWS SECTION 3A:

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

RIVERWOOD FARM CAD:

WHEREAS James D. Klingbeil Jr. and Sarah S. Klingbeil, Trustees of Klingbeil Trust, have submitted the Plat of Subdivision for Riverwood Farm CAD including related development plans and request approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Riverwood Farm CAD:

Riverwood Farm CAD:

Situated in the State of Ohio, County of Delaware, Township of Liberty (5.356 acres), located in Farm Lots 5, 6, 9,10 and 11, Section 4, Township 3, Range 17, of the United States Military Lands, and being part of that 179.657 acre tract of land conveyed to Powell Road Holdings, LLC, an Ohio limited liability company, as recorded in Official Record 1547, Page 681, and all of that 1.004 acre tract of land conveyed to James D. Klingbeil and Sarah S. Klingbeil in Official Record 86, Page 556, and all of that 18.069 acre tract of land conveyed to James D. Klingbeil and Sally A. Klingbeil, Trustees of the Klingbeil Trust, dated April 24, 1990 in Official Record 863, Page 2643, and all of that 0.220 acre tract of land conveyed to Powell Road Holdings, LLC, an Ohio limited liability company, in Official Record 1872, Page 1821. Cost: \$18.00 (*\$3.00 per buildable lot*)

HYATTS MEADOWS SECTION 3 PHASE A:

WHEREAS, Olentangy Falls II, Ltd., has submitted the Plat of Subdivision for Hyatts Meadows Section 3 Phase A including related development plans and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Hyatts Meadows Section 3, Phase A:

Hyatts Meadows Section 3 Phase A:

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Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots 15 (2.732 Ac.) and 16 (31.739 Ac.), Quarter Township 4, Township 4, Range 19, United States Military Lands, containing 34.471 acres of land, more or less, said 34.471 acres being comprised of part of that tract of land conveyed to Olentangy Falls II, LTD, by deed of record in Official Record 1784, Page 242, all of that tract of land conveyed to Olentangy Falls, LTD, by deed of record in Official Record 1461, Page 1801, and all of that tract of land conveyed to OFMD, LTD, by deed of record in Official Record 1314, Page 1967, Recorder’s Office, Delaware County, Ohio. Cost: \$9.00 (\$3.00 per buildable lot)

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

19

RESOLUTION NO. 22-596

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
2022-0090	FRONTIER	BERLIN STATION	TELEPHONE
2022-0091	FRONTIER	BYXBE	TELEPHONE
2022-0092	AEP	LEWIS CENTER	ELECTRIC
2022-0093	SPECTRUM	PIATT	CABLE
2022-0094	SPECTRUM	S OLD STATE	CABLE
2022-0095	COLUMBIA GAS	LIBERTY GRAND S 7	GAS MAIN
2022-0096	SPECTRUM	GOLDEN WAY	CABLE

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

20

RESOLUTION NO. 22-597

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

22211330-5320 American Rescue Plan/Software Licenses & Computer Services 26,691.00

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

21

RESOLUTION NO. 22-598

IN THE MATTER OF ESTABLISHING A NEW FUND AND NEW ORGANIZATION KEY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-130, declaring that the unlawful distribution of prescription opioids created a public nuisance in Delaware County, Ohio and has caused harm to the residents of Delaware County, Ohio, and authorized the retention of special counsel to commence civil litigation against opioid drug manufacturers and distributors; and

WHEREAS, the Board commenced civil litigation against opioid drug manufacturers and distributors; and

WHEREAS, the Board adopted Resolution No. 20-257, approving the One Ohio Memorandum of Understanding (the “MOU”), which provides an overall framework should settlements be reached with opioid drug manufacturers and distributors; and

WHEREAS, the Board has approved Delaware County’s participation in master settlement agreements that will be administered in accordance with the MOU; and

WHEREAS, the MOU provides that thirty percent (30%) of settlement payments to the State of Ohio shall be distributed to local governments, including Delaware County, to be used for “Approved Purposes” as defined in the MOU; and

WHEREAS, the Board is required to establish a new special fund, pursuant to section 5705.09(F) of the

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Revised Code, for the receipt of any settlement payments, which constitute a class of revenue derived from a source other than the general property tax and which the law requires to be used for a particular purpose; and

WHEREAS, in accordance with section 5705.10(I) of the Revised Code, settlement payments paid into the new special fund shall be used only for the purposes for which the fund was established, being those "Approved Purposes" as defined in the MOU and as authorized by subsequent resolution of this Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby establishes the following new fund and new organization key:

New Fund	
205	OneOhio Opioid Settlement Fund

New Organization Key	
20511334	OneOhio Opioid Settlement

Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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22

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

23

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Attended the CORSA board meeting on Friday.
- Received an email from Bob Horrocks concerning an honorary name change on part of Cheshire Road near SourcePoint to Dr. Arthur S. Flemming. Tracie Davies was asked to work with Engineer Bauserman and the City of Delaware with the Commissioners' support.

Commissioner Benton

- The Land Bank held a special meeting on Tuesday regarding the Ohio Department of Development grant.
- The Investment Advisory Committee met on Thursday afternoon.

Commissioner Lewis

- Also attended the Investment Advisory Committee on Thursday. Dr. Newton (former Economics professor at The Ohio State University) spoke.

24

RESOLUTION NO. 22-599

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OF PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR COLLECTIVE BARGAINING:

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

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 employment; compensation of a public employee of public official; to consider the sale of property at competitive bidding; for collective bargaining.

Vote on Motion	Mr. Benton	Aye	Mrs. Lewis	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 22-600

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. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Aye
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There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners