

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

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

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

**Absent:**  
**Jeff Benton, President**

**1**  
**RESOLUTION NO. 23-132**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 13, 2023:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 13, 2023; and

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

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

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

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

**3**  
**RESOLUTION NO. 23-133**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0215 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0215:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0215, memo transfers in batch numbers MTAPR0215 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P2301536 Village Network	Job and Family/FCFC	70161605-5342	\$9,200.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2301845	INTEGRATED PROTECTION SERVICE INC	SERVICE AGREEMENT	10011105 - 5325	\$43,161.71
R2301923	SAFETECH SOLUTIONS LLP	LEADERSHIP DEVELOPMENT TRAINING	10011303 - 5305	\$16,000.00
R2301974	COSTAR REALTY INFORMATION INC	LICENSE AGREEMENT	21011113 - 5320	\$5,160.00
R2302011	JOHNSON PROPERTY SERVICES LLC	LOT SWEEPING SERVICE	10011105 - 5325	\$15,600.00
R2302186	MONTROSE GROUP LLC,THE	MONTROSE CONTRACTED SERVICES	21011113 - 5301	\$48,000.00
R2302200	DELAWARE AUTO SALES LLC	REPAIR 2020 MALIBU 02711	60111901 - 5370	\$6,500.00
R2302213	XYLEM WATER SOLUTIONS USA INC	PUMP REPAIR PARTS	66211900 - 5228	\$25,000.00
R2302238	MID OHIO DEVELOPMENT EXCHANGE	MODE 2023 ANNUAL DUES	21011113 - 5308	\$31,748.00
R2302245	MCNAUGHTON MCKAY INC	ALBR756L71 CONTROLLOGIX PROCESSOR 2MB	66211900 - 5450	\$8,375.93

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023

4

RESOLUTION NO. 23-134

**IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AND SUBMIT, AN EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:**

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

WHEREAS, the Delaware County Sheriff and Sheriff’s staff recommend submitting the annual federal Departments of Justice and Treasury Equitable Sharing Agreement and Certification of federal forfeiture proceeds and expenditures for 2022, for the Delaware County Sheriff’s Office; and

WHEREAS, the Delaware County Sheriff’s office is required to file with the federal Departments of Justice and Treasury listing federal forfeiture proceeds and expenditures for 2022; and

WHEREAS, the Delaware County Sheriff did not have any federal forfeiture receipts or expenditures reportable on this ESAC in 2022; and

WHEREAS, the Federal forfeiture asset sharing activity is accounted for in Org Keys 24231333 and 24331334 in the County’s accounting system One Solution;

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

Section 1. The Board hereby approves the annual federal Departments of Justice and Treasury Equitable Sharing Agreement and Certification of federal forfeiture proceeds and expenditures for 2022, for the Delaware County Sheriff’s Office.

Section 2. The Board hereby authorizes the County Administrator to execute and submit the Equitable Sharing Agreement and Certification as the Governing Body Head on behalf of the Board.

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

5

RESOLUTION NO. 23-135

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

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

The Emergency Medical Services Department is requesting that Lieutenant Dan Jividen attend an Ohio Tactical Officers Association Conference 2023 at Kalahari Resorts and Convention Center from June 11-16, 2023 at the cost of \$1,432.00 (fund number 10011303).

The Job and Family Services Department is requesting Jeff Sell attend a NPELRA Annual Training Conference in Louisville, Kentucky from April 23-26, 2023 at the cost of \$1,824.00 (JFS funds).

The Job and Family Services Department is requesting Bob Anderson attend a NPELRA Annual Training Conference in Louisville, Kentucky from April 23-26, 2023 at the cost of \$2,231.50 (JFS funds).

The Administrative Services Department is requesting Dawn Huston attend a NPELRA Annual Training Conference in Louisville, Kentucky from April 23-26, 2023 at the cost of \$2,361.05 (fund number 10011108).

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

6

RESOLUTION NO. 23-136

**IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF JANUARY 2023:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of January 2023.

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

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

7

RESOLUTION NO. 23-137

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

**AGREEMENT BY AND BETWEEN THE TOWNSHIP OF BERKSHIRE, DELAWARE COUNTY, OHIO AND THE COUNTY OF DELAWARE, OHIO:**

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

This INTERGOVERNMENTAL COOPERATION AGREEMENT (the “*Agreement*”), made and entered into as of February 16, 2023, by and between the TOWNSHIP OF BERKSHIRE, DELAWARE COUNTY, OHIO, a township and political subdivision of the State of Ohio, by and through its Board of Township Trustees (the “*Township*”), and the COUNTY OF DELAWARE, OHIO, a county and political subdivision of the State of Ohio, by and through its Board of County Commissioners (the “*County*”), under the circumstances summarized in the following recitals. The Township and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS:

WHEREAS, certain real property within the unincorporated area of Berkshire Township is proposed for various developments, consisting of multi-family residential housing and other commercial uses (which real property is referred to as the “*Development Sites*” and is depicted on **EXHIBIT A** attached hereto and incorporated herein by reference); and

WHEREAS, ODOT is developing a new interchange, consisting of multiple phases, specifically Phases A through G (the “*Interchange*”) to be designed and constructed at the location identified in **EXHIBIT B** (which is attached hereto and incorporated herein by reference), which will facilitate traffic flow to and from the Development Sites, either directly or through improved traffic flow at the existing interchange and connected infrastructure; and

WHEREAS, in order to proceed with the development of certain parcels within the Development Sites, the site developers will need to access South Wilson Road, which includes a limitation of access that may only be removed by the County; and

WHEREAS, the Parties agree that allowing access to South Wilson Road will facilitate the development of the Development Sites, result in the creation of new jobs and employment opportunities and improve the economic welfare of the people of the Township and the County; and

WHEREAS, the Parties agree that the Interchange and related public improvements would also facilitate the development of the Development Sites, resulting in the creation of new jobs and employment opportunities and improving the economic welfare of the people of the Township and the County; and

WHEREAS, the Parties have determined to enter into this Agreement to facilitate the development of the Development Sites through removing the limitation of access to South Wilson Road and providing for funding in support of the Interchange and other public improvements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the Parties agree and bind themselves as follows:

Section 1. Development Sites. The Parties mutually agree to work cooperatively to facilitate the development of the Development Sites, in accordance with the following conditions:

(a) Traffic Impacts. Prior to any removal of the limitation of access to South Wilson Road, the County may require, through the Delaware County Engineer’s Office, that a developer of property within the Development Sites perform and submit a copy of a traffic impact study in order to determine whether any improvements to public road infrastructure are necessary to serve the development and whether it is necessary for the developer to make the improvements.

(b) Development Approvals. The Township and County shall ensure that any development approval for the Development Sites, including without limitation zoning, plats, or developer/subdivider agreements, provides for all public infrastructure improvements, easements, and rights-of-way necessary for, or as a result of, the development within the Development Sites.

Section 2. County’s Agreements. In consideration for and subject to the Township’s agreements in Section 3, the County agrees as follows:

(a) Limitation of Access. The County agrees, subject to the requirements set forth in Section 1 hereof, to remove the limitation of access at two (2) specific locations along the eastern right-of-way boundary for South Wilson Road, located at Rider Road and at Mall Drive, as depicted on Exhibit A. Removal of the limitation of access may be effected through the County’s plat approval process or some other manner the County determines, in its sole discretion.

(b) Community Reinvestment Area. The County agrees that it will not approve or grant any tax exemptions pursuant to Ohio Revised Code Sections 3735.65 *et seq.* on real property included within the

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

Development Sites prior to January 1, 2028, unless first notifying the Township in writing and obtaining the Township's written consent to the exemption(s).

Section 3. Township's Agreements. In consideration for and subject to the County's agreements in Sections 2, the Township agrees as follows:

(a) Tax Increment Financing. The Township agrees that if any tax increment financing area it creates or has created on or before January 1, 2028 includes any portion of the Development Sites, then it shall commit not less than fifty percent (50%) of the service payments in lieu of taxes that it receives from the creation of that Township tax increment financing area to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that the County determines, in its sole discretion, are necessary to connect the Interchange to the existing roadway network in and around the Development Sites. Any service payments in lieu of taxes the Township receives that is not committed pursuant to the previous sentence may be used for other lawful purposes the Township determines, in its sole discretion, will benefit the Development Sites.

(b) Additional Contributions. The Township acknowledges that it has created tax increment financing areas outside the Development Sites that will also receive benefits from the Interchange and related public infrastructure improvements. The Township agrees to consider committing revenue from service payments in lieu of taxes that it receives from such Township tax increment financing areas that are not otherwise committed to other public infrastructure improvements to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that are necessary to connect the Interchange to the existing roadway network

Section 4. Miscellaneous.

(a) Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto.

(f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(g) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(h) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(i) Extent of Covenants: No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Township or the County other than in his or her official capacity, and neither the members of the legislative bodies of the Township or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Township and the County contained in this Agreement.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the Township, its agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(k) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(l) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the Township or the County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(m) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- |      |                  |   |
|------|------------------|---|
| (i)  | the Township at: | Berkshire Township<br>1454 Rome Corners Road<br>Galena, Ohio 43021<br>Attention: Township Administrator |
| (ii) | the County at:   | Delaware County<br>91 North Sandusky Street<br>Delaware, Ohio 43015<br>Attention: County Administrator  |

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(q) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(r) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the Township and the County have caused this Intergovernmental Cooperation Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023

TOWNSHIP OF BERKSHIRE, OHIO

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Township Attorney

COUNTY OF DELAWARE, OHIO

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
General Counsel, Board of Commissioners

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Township under the foregoing Agreement, certifies hereby that the Township does not have any financial obligations under the foregoing Agreement during Fiscal Year 2023. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Fiscal Officer  
Township of Berkshire, Ohio

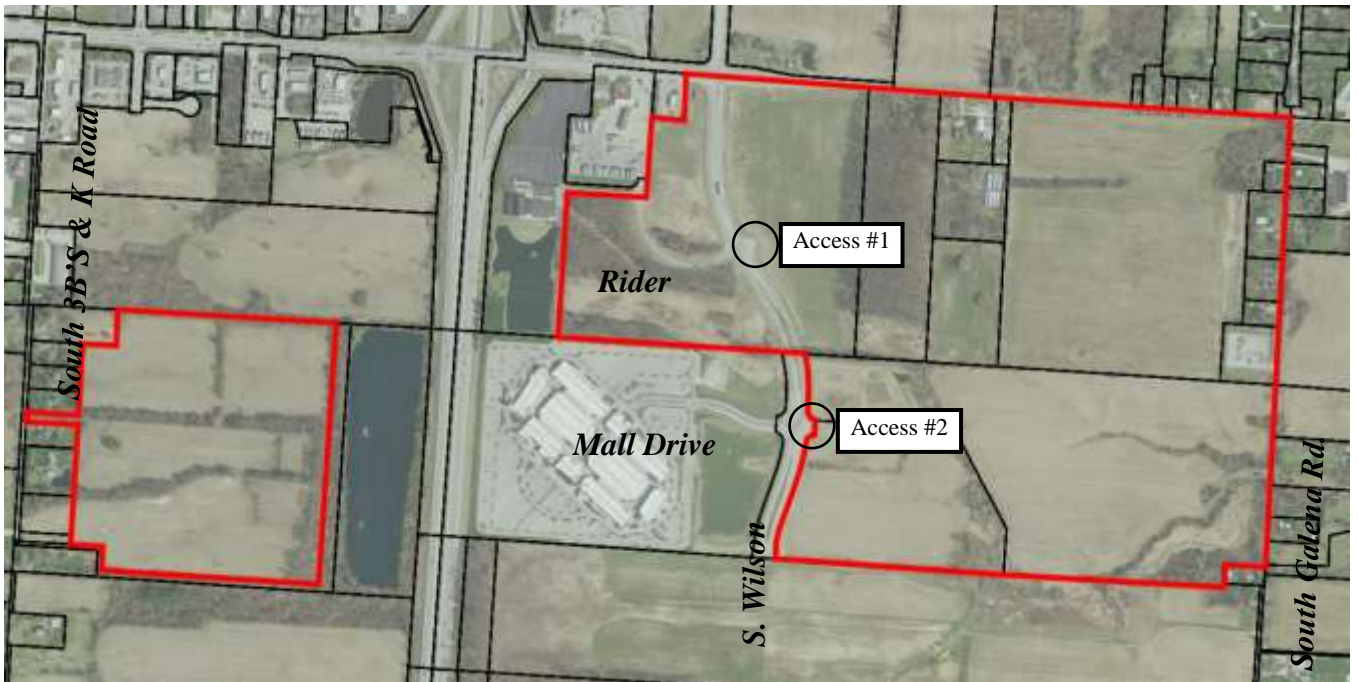
FISCAL OFFICER'S CERTIFICATE

The undersigned, County Auditor of the County under the foregoing Agreement, certifies hereby that the County does not have any financial obligations under the foregoing Agreement during Fiscal Year 2023. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated \_\_\_\_\_, 2023

\_\_\_\_\_  
County Auditor  
County of Delaware, Ohio

**EXHIBIT A**  
DEPICTION OF DEVELOPMENT SITES



PARCEL NUMBERS

- 41723001005000
- 41723001004000
- 41723001003000
- 41723001003001
- 41723001002000
- 41723001001000
- 41724002001000

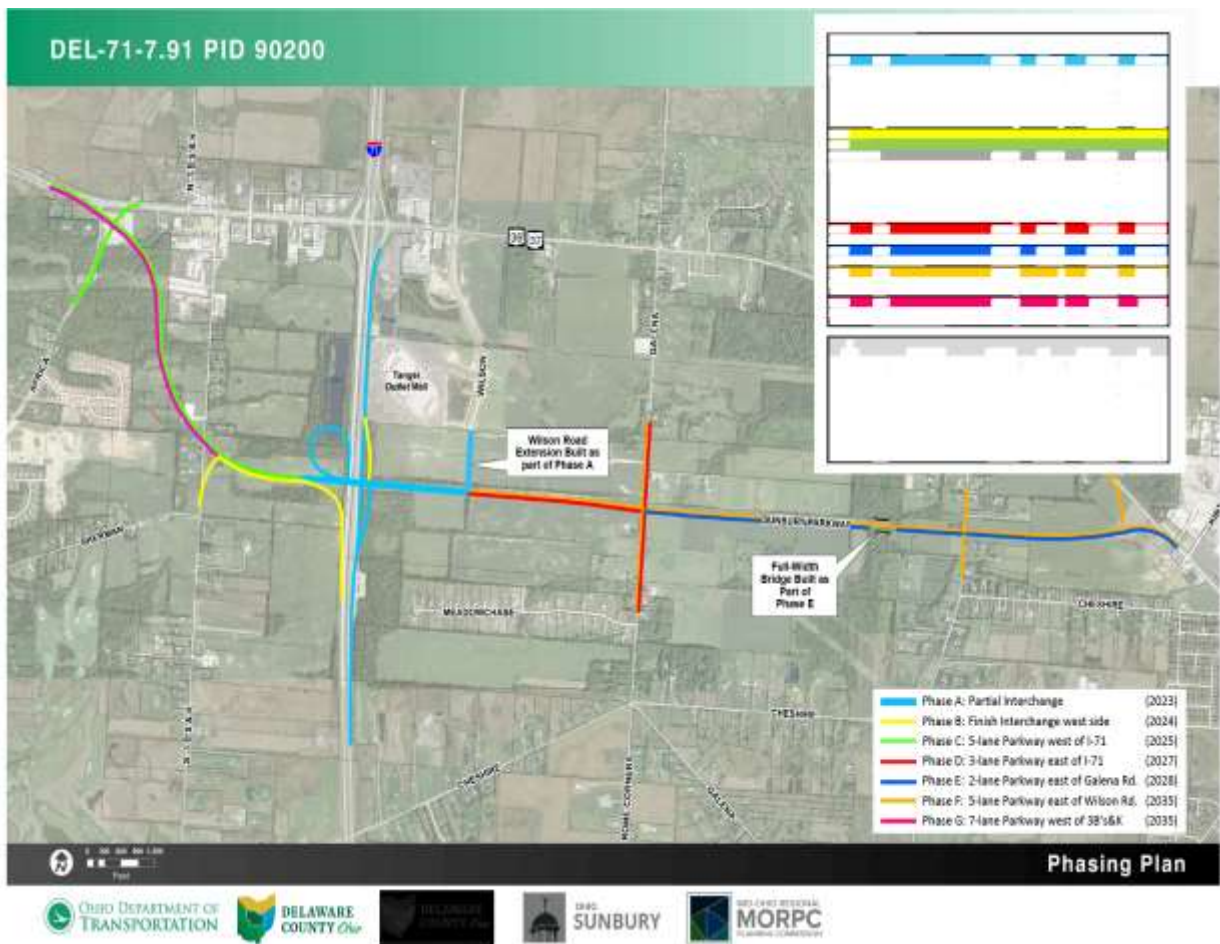


COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023

41724002002000  
41724002003000  
41724002004000  
41724002005000  
41724002006000  
41724002007000  
41724002007004  
41724002008000  
41723001023000

**EXHIBIT B**

**DEPICTION OF PROPOSED INTERCHANGE**



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

**8**  
**RESOLUTION NO. 23-138**

**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 Mrs. Lewis, seconded Mr. Merrell to approve the following:

WHEREAS, the Director of Economic Development recommends approval of a professional services agreement between the Board of Delaware County Commissioners, the Delaware County Economic Development Department, and Montrose Group, LLC for Economic Development Services;

NOW, THEREFORE, BE IT RESOLVED the Board of Delaware County Commissioners approves a professional services agreement between the Board of Delaware County Commissioners, the Delaware County Economic Development Department, and Montrose Group, LLC for Economic Development Services, as follows:

The Board hereby authorizes the County Administrator to execute Consultant’s engagement letter.

**PROFESSIONAL SERVICES AGREEMENT  
Economic Development Services**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

This Agreement is made and entered into on February 16, 2023, 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 1340, 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 and public policy 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.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant’s engagement letter dated February 7, 2023 (the “Proposal”), which is attached hereto as Exhibit A 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 Economic Development Director as the agent of the County for this Agreement.
- 2.2 The Economic Development Director 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 \$48,000.00 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 Economic Development Director 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 Economic Development Director 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



**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

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.

## **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 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 Economic Development Director 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**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

**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 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.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

February 7, 2023

Ms. Tracie Davies  
Administrator  
Delaware County  
Historic Courthouse  
91 North Sandusky Street  
Delaware, Ohio 43015

Dear Tracie:

At your request, The Montrose Group, LLC ("Montrose") is pleased to present Delaware County (the "County") with a professional services agreement for economic development and public policy consulting services ("this Agreement"). Montrose looks forward to working with you and will do our best to provide quality consulting services in a responsive, efficient manner. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing consulting services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

**Scope of Work.** Delaware County is located in Central Ohio and is the county directly north of Franklin County, which is home to Columbus, the state capital of Ohio. Delaware County has experienced significant growth over the past 20 years. As of the 2020 census the population of the County is 214,214, up 23% since 2010 and up 93% since 2000 when the population was 111,658. Delaware County has been the fastest growing county in Ohio for the past two decades and ranks among the fastest growing counties in the United States. The County has a new administrator, economic development director, and economic development team and would like to work to accelerate its economic development efforts. Montrose will perform the following scope of work to assist the County with its economic development efforts.

Montrose will provide the Delaware County with ongoing economic development advisory consulting services that include:

- **Economic development impact analysis, incentive analysis and modeling.** Montrose will provide an analysis of the terms and conditions and fiscal impact of proposed economic development incentives, including tax abatements, tax increment financing districts (TIF), new community authority (NCA), and JEDDs to the County. This analysis will include a return-on-investment analysis that will ensure that Delaware County receives a positive return from economic development incentives including tax abatements, TIF, NCA, and JEDD. Montrose will provide economic impact analyses of development projects including using economic modeling software such as ESRI and IMPLAN. Montrose will provide economic development incentive financial modeling of proposed developments to determine the value of tax abatement, TIF, NCA, and JEDD and to fund public infrastructure improvements for the projects. Montrose will work with the County to determine and model the economic development incentives that should be used for development projects, how they will benefit the county and the project. Montrose will work with the County to benchmark its economic development incentives against other counties in Central Ohio to determine the competitiveness and effectiveness of its economic development incentives. Montrose will also provide advice on additional economic development incentives, including grants and loans that the County may want to implement to retain and attract jobs and capital investment. Montrose will provide additional work and support as agreed upon by both parties.
- **Site development planning.** The County will have some site identification work completed as a deliverable in their Strategic Plan. Montrose and the County will take the outcomes from the strategic plan and develop a site certification strategy for the County. They will identify sites that can be certified and create a development plan for multiple sites that includes assessing infrastructure needs and identifying economic development tools and incentives that can fund public infrastructure. In addition, the site development planning will address what items need to be accomplished to access the OSIP (Ohio Site Inventory Plan) and research what zoning should be created to attract economic development investment. Montrose will also help to determine the investment that is needed in those sites to make them ready for development. This will be done in conjunction with partners such as the County's engineering staff. Montrose will augment the work completed in the strategic plan and prioritize the sites by their job readiness.
- **Marketing Support.** Montrose will develop a contact list of real estate brokers, industrial developers, and site selection consultants that focus on advanced manufacturing, advanced services, bio-health, and logistics/distribution that will include JLL, CBRE, Colliers, NAI Ohio Equities, Marker Development, NorthPoint Development, Core5 Development, TPA Development, Xebec Development, Exeter Development, CA Industrial, Clayco Realty Group (CRG), Red Rock Development and others. Based on this contact list Montrose will reach out to these Real Estate Brokers, Developers, and Site Selection Consultants through a series of communications to avail them of the advantages of locating businesses in Delaware County as well as the available properties and buildings. Along with Delaware County administration and staff, Montrose will host, virtually and in-person, tours of Delaware County with the identified Real Estate Brokers, Developers, and Site Selection Consultants that are interested in learning more about the opportunities in Delaware County. Montrose will work with the County to develop collateral material for sites in the County for marketing purposes.
- **Entrepreneurship support/Incubator feasibility.** Montrose will work with the economic development staff to assess the current entrepreneurship efforts of the county and work to determine if an incubator feasibility study is needed and warranted for Delaware County.
- **Township Town Halls.** Delaware County economic development staff intends to hold township town halls throughout the year to inform and educate township trustees, staff, and zoning commission members on the current state of economic development in Delaware County and Central Ohio, the current state of manufacturing and logistics, and the current state of housing. Montrose will help to organize and provide content for these town hall meetings.

**Professional Undertaking.** Nate Green, Partner and Director of Economic Development, Jamie Beier Grant, Director of Economic Development Planning, and Harrison Crume, Manager of Economic Development will have primary responsibility for this project. Other professionals may be added to the assignment. As Montrose is a consulting firm, this representation will not include any legal services. We understand that our representation will be of the County as an entity, and not of its individual members, managers, or officers. We will look solely to you for instructions regarding both the consulting services to be performed, as well as the resolution of any issues that may arise in the course of such services.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023

**Confidentiality.** Montrose acknowledges that all Work Product, including, developed ideas, concepts, know-how, knowledge, techniques, tools, approaches, and methodologies which may be reflected in any presentations, reports, or other deliverables, provided by Montrose in connection with this agreement, including all work-in-progress are confidential and proprietary to the County and may be disclosed only with the express permission of the County. Montrose agrees that all information of the County received by Montrose during or through Montrose’s performance under this agreement shall be considered the confidential information of the County. The obligations of Montrose under this section shall survive the termination of this Agreement.

**Economic Development Consulting Fees.** The County shall pay Montrose a monthly fee of \$4,000.00 to provide economic development and public policy consulting services under the terms and conditions set forth herein (“Retainer Fee”). Montrose is not entitled to, and shall not be paid, any additional costs or expenses under this Agreement, other than the Retainer Fee, for services performed under this Agreement. This term of this Agreement shall begin on the date executed below and end one year later, unless terminated earlier by the County. The County may terminate this Agreement at any time, for any reason or no reason at all, upon 30-days’ written notice to Montrose. Montrose shall send the County an invoice, which details the work that Montrose performed the previous month, who from Montrose performed the work, and when the work was performed, by the 10<sup>th</sup> of each month.

**Compliance with Laws.** Montrose shall comply with and be bound by all applicable laws and regulations, including but not limited to laws and regulations relating to the payment of commissions, ethical business conduct and anti-corruption. Montrose hereby represents and warrants that neither it nor any of its employees nor anyone else acting on its behalf has made, nor will they make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift) of any money or anything of value to or for the use of any private businessmen, commercial organization or foreign officials.

**General.** This agreement supersedes all prior oral and written communications between the County and Montrose and may be amended, modified or changed only in writing when signed by both parties. No term of this agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. Both parties each acknowledge that it may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond reasonable control. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to conflict of law rules. If any portion of this agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect the parties’ mutual intention. This agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this agreement.

**Conclusion.** We are pleased to have the opportunity to provide consulting services to the Delaware County. We request that you review this letter carefully and, if they comport with your understanding of our respective responsibilities, please let us know.

Very truly yours,  
David J. Robinson, Principal  
Montrose Group, LLC

I hereby agree to the terms and conditions of this agreement on behalf of the Delaware County and agree to the fee:

\_\_\_\_\_  
Tracie Davies  
Administrator

\_\_\_\_\_  
Date

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

**9**  
**RESOLUTION NO. 23-139**

**IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSALS FOR AN ECONOMIC DEVELOPMENT STRATEGIC PLAN FOR DELAWARE COUNTY:**

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

WHEREAS, the Economic Development Director recommends requesting proposals from qualified consultants for an Economic Development Strategic Plan for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Request for Proposals for an Economic Development Strategic Plan for Delaware County and authorizes the Economic Development Director to solicit and receive proposals in accordance with the Request for Proposals:

**REQUEST FOR PROPOSALS**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

**ECONOMIC DEVELOPMENT STRATEGIC PLAN  
CONTRACTING AUTHORITY:**



**DELAWARE COUNTY BOARD OF COMMISSIONERS**

**JEFF BENTON**

**BARB LEWIS**

**GARY MERRELL**

91 North Sandusky Street  
Delaware, Ohio 43015  
Phone: (740) 833-2100

**I. General Information**

History and Fast Facts

The County of Delaware (hereinafter “County”) is located in the Central Ohio region of the State of Ohio and is an integral part of the greater Columbus region. With 459 square miles of land, the County is accessible by I-71 and is just north of I-270 and I-70. Home to more than 220,000 residents, the County was the fastest growing county in the state of Ohio over the 10 year span of 2010-2020 and ranked 86<sup>th</sup> in the United States for growth in 2020, placing it in the top 2% for growth nationally, on a per capita basis.

Since the County’s incorporation in 1808, Delaware County has strived to maintain a way of life that respects the County’s agricultural heritage while maximizing development opportunity. The County’s consistent growth has brought change to both residents and the business community. Currently, the northern half of the County can be defined as primarily rural with agriculture as the dominant form of industry, while the southern half has transitioned from primarily rural with pockets of small cities and villages, to predominantly a suburban environment with many residents working in office oriented jobs in Delaware County or commuting to Franklin County and the City of Columbus. There is a mix of office, retail, service and light manufacturing industry in the County. The unemployment rate in the County has consistently been among the lowest in the state for many decades and currently sits at 2.6% as of December, 2022.

The County’s eastern border is approximately 1 mile away from the site where the new \$20 billion Intel Fabrication Plant is being constructed in Central Ohio. In addition, the Honda Marysville Plant is approximately 10 miles to the Western edge of Delaware County, and an announced investment to retool that plant for EV automobiles is underway. Delaware County is at the center of a transformative shift in the economy and needs to plan accordingly.

A full description of the County is provided in an appendix at the end of the document.

**II. Scope of Work**

Delaware County is seeking proposals for an economic development strategic plan that will deliver a comprehensive and actionable 5 year strategy that includes the following:

- evaluate current and past economic development efforts and assess the structural strengths, weaknesses, opportunities and threats to development in the County;
- conduct focus group interviews of key business leaders and stakeholders;
- prepare a Competitive/Comparison Benchmarking Analysis that identifies those Counties, both inside and outside of Ohio, with which Delaware is most likely to compete for business investment, identifies

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

the incentive tools used by the County and others, and highlights competitive best practices in the analysis, as an opportunity for learning;

- develop an Economic Base Analysis to include a state, regional and county assessment and a Target Industry Study to identify the four –to-five top industries for business attraction and expansion based on an alignment of state and regional economic growth projections, being mindful of Delaware County’s strengths and challenges;
- identify an attraction marketing strategy for each targeted industry (with special focus on supply chain opportunities in semi-conductor and EV industries) which includes identifying marketing tactics, resources and a recommended budget to support the strategy (to include website, print ads, collateral, social media, email campaigns and attendance at key trade shows and conferences);
- provide a best practices analysis on business retention and expansion and identify needs and initiatives that could be implemented over a three year timespan;
- create a talent/workforce development strategy for Delaware County using national best practices for convening Countywide Workforce Development Partners to implement talent pipeline initiatives based on attracting new business in identified targeted industries and expanding existing business (should include a labor shed analysis);
- provide guidance on Delaware County’s Entrepreneurship ecosystem, and identify opportunities and strategies to cultivate continued success with small business start-ups and support public-private partnerships to support small business, including incubation and support of early stage companies;
- perform a site identification study to identify three to five large scale sites that align with identified targeted industries and the Central Ohio regional opportunities for economic growth, as well as developing an actionable strategy for each site which includes timelines and estimated costs to prepare each site for development;
- develop three to five development priority zones for industrial, commercial, mixed use development in order to guide communities on highest and best use of land, based on strengths and opportunities, as well as physical attributes.

### III. Project Details

It is anticipated that the project rough draft would be completed by May 31, 2023 and a final document would be delivered by June 15, 2023.

The compiled research will form the basis for an economic development strategy that:

- defines short-term, mid-term, and long-term objectives, goals, and strategies;
- establishes performance metrics and measures by which to gauge success;
- illustrates a prioritized matrix of actionable implementation strategies for each major goal listed above; and includes a concise executive summary for all service areas.

Specific:

- Deliver proposal by 4:30 p.m. EST, Monday, March 6, 2023 to Monica Conners, Director of Economic Development, Delaware County, 91 N. Sandusky St. Delaware, OH 43015
- If selected as the winning proposal, begin work on project immediately after the County Commissioners pass a resolution affirming selection and awarding the contract.
- Conduct and complete research with stakeholders.
- Provide Benchmarking and Target Industry documents in advance of completing site identification.
- Deliver rough draft to client group for review and comment.
- Deliver final document and implementation recommendations no later than June 15, 2023.

During proposal development, respondent’s questions regarding this Request for Proposal or the process should be directed to Monica Conners, Economic Development Director, via email at [mconners@co.delaware.oh.us](mailto:mconners@co.delaware.oh.us) with the Subject heading of “RFP / Economic Development Strategic Plan.”

Delaware County requests that respondents to the Request for Proposal do not contact other County staff or any member of the Board of Commissioners during the proposal process and evaluation phase.

### IV. Experience Requirements

Respondents are encouraged to provide the number of similar projects, especially for the public sector, that the firm has successfully completed. As much as possible, information should focus on similar projects conducted in communities of similar size and character, providing a similar scope of services.

### V. Response Form and Content

- A. Title Page: Indicate the proposal subject, name of firm, local address, telephone number, name of primary contact person, and date of submittal.
- B. Introduction: Briefly introduce your firm, indicating whether the firm is local, regional, national or international. Provide a profile of the firm, including, but not limited to, the approximate number of professional staff employed, how long your firm has been in business and how long the firm has been performing work of the nature sought



**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

by the RFP. Indicate the name of the person(s) who will be authorized to make representation for and to bind the firm, their titles, and telephone numbers.

- C. Information Included in Response:
1. Briefly state your understanding of the work to be performed. Include, but do not limit your statement to, the specific items requested in the Scope of Work and Project Goals and Details sections.
  2. Describe your proposed strategy and approach to complete the project, including a general statement of the philosophy of the firm and how the firm will tailor the process for Delaware County. Indicate any additional information for consideration of your firm's qualifications for conducting this project. If your firm is teaming with another firm, please include all team members and their roles in the project.
  3. Provide a list of the respondent's successful similar projects during the past thirty-six (36) months, as determined by the population of the county and/or municipality.
  4. Provide contact names, telephone numbers and email addresses of these clients. The County reserves the right to contact any additional individuals or firms to obtain information about the respondent. If the firm has done no similar projects, details should be provided as to how the firm would proceed with this particular project.
  5. Indicate the names, titles, experience, and resume(s) of the person(s) who will be specifically assigned to this project and describe their roles. A response to this requirement should include all contact information such as telephone number, email address and web address.
  6. Provide a detailed description of how the project is to be conducted.
  7. Discuss the general nature and extent of benefits Delaware County is reasonably likely to experience as a result of these services.
  8. Provide a copy of any projects your firm has completed which has similarities with Delaware County.
  9. Provide a non-binding general indication (or range) of the cost of the services proposed with a complete description of the fee structure/breakdown.
  10. Indicate the degree of participation by qualified minorities within the firm and/or sub-contracts with minority or women-owned business enterprises.

## VI. Submission of Responses

- A. Acceptance/Rejection/Modification to Responses:  
Delaware County reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process.
- B. Economy of Preparation:  
Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the project.
- C. Cost of Preparation:  
Delaware County will not be liable for any costs incurred by a respondent in preparing or submitting a proposal.
- D. Ownership:  
Submitted materials become the property of Delaware County and will not be returned.
- E. Public Records:  
Submitted responses and any agreement or other documents become public records under the public records law and applicable policy and are subject to review and copying by any person making an appropriate request for public records.

## VII. Due Date

The proposal and five (5) complete copies along with one (1) electronic copy in Adobe on a flash drive must be received at the Delaware County Office of Economic Development no later than 4:30 p.m. EST on March 6, 2023. Proposals will not be accepted after this time.

Proposals will be addressed as follows:

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

**MONICA CONNERS  
DELAWARE COUNTY  
ECONOMIC DEVELOPMENT OFFICE  
91 N. SANDUSKY ST.  
DELAWARE, OHIO 43015  
RFP / ECONOMIC DEVELOPMENT STRATEGIC PLAN PROJECT**

Each response will be submitted in a sealed envelope and the envelope will be marked with the title of the proposal. If submitted by mail, this envelope will be enclosed in another envelope addressed to the Director of Economic Development at the address specified above. If submitted other than by mail, it will be hand delivered to the address above. Proposals submitted by mail must be received by the time specified herein.

**VIII. Withdrawal from Consideration**

A respondent may withdraw its proposal at any time prior to the submission deadline by submitting a written request for withdrawal to: Monica Connors Director of Economic Development, Delaware County, 91 N. Sandusky St., Delaware, Ohio 43015. The request for withdrawal will be signed by the respondent or an authorized agent. Modifications offered in any manner, oral or written, will not be considered after the deadline.

**IX. Selection Process**

**A. Evaluation:**

1. A selection committee will review all proposals and evaluate them based upon the requirements given in this Request for Proposal including, but not limited to, the following criteria:
  - a. Responsiveness of the proposal.
  - b. Ability, capacity and skill of the respondent to perform the services.
  - c. Responses of the respondent's references.
  - d. Methodology for conducting the branding project.
  - e. Experience of the respondent and individual members of the respondent's professional staff in performing similar services for similar sized counties / municipalities.
  - f. The sufficiency of financial resources and ability of the respondent in performing the contract.
  - g. The degrees of participation by qualified minorities within the firm and/or sub-contracts with minority or women-owned business enterprises.
  - h. The firm's capability to meet the specifications set forth in the Scope of Work and Project Goals and Details sections.
  - i. The qualifications of the professional staff proposed for the project.
  - j. Cost to provide the service requested.
  - k. Other information as may be required or secured.
2. A committee composed of County staff will conduct a preliminary evaluation process of all proposals on the basis of information provided and other evaluation criteria as set forth in this Request for Proposals.
3. The selection committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements for the Request for Proposals. Failure to comply with any mandatory requirements may disqualify a proposal. They may request one or more respondents to interview by telephone or in person.
4. The selection committee may require selected firms to be available to engage in a conference telephone call or attend a Commission meeting, or both, to respond to questions from the selection committee or Board of Commissioners.

**X. Conditions of Responses**

**A. Completeness:**

All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.

**B. Request for Proposals Clarification Request:**

During the period of evaluation, the County will have the right to request clarification from the respondents. If any such respondent fails to respond to such a request within five (5) business days from the date of the request, the County will have the right to reject the proposal.

**C. Oral Presentations:**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

After all responses have been evaluated, the Board of Commissioners or designee may require representatives of one or more of the respondents to appear and present before the Board of Commissioners or designated committee, at the respondents' expense, for the purpose of making a final evaluation and award.

- D. Award Presentation:*  
Subject to agreement negotiation, the Board of Commissioners will either select one of the proposals or reject all proposals within 30 calendar days from the date of March 6, 2023.
- E. Completion of Project:*  
It is the County's goal to have this project completed by June 15, 2023.
- F. Contract Development:*  
If the County selects a firm, the County Administrator and designee will conduct contract discussions and negotiations with the apparent successful respondent.

### Appendix

#### Delaware County History and Fast Facts

The County of Delaware (hereinafter "County") is located in the Central Ohio region of the State of Ohio and is an integral part of the greater Columbus region. With 459 square miles of land, the County is accessible by I-71 and is just north of I-270 and I-70. Home to more than 220,000 residents, the County was the fastest growing county in the state of Ohio over the 10 year span of 2010-2020 and ranked 86<sup>th</sup> in the United States for growth in 2020, placing it in the top 2% for growth nationally, on a per capita basis.

Since the County's incorporation in 1808, Delaware County has strived to maintain a way of life that respects the County's agricultural heritage while maximizing development opportunity. The County's consistent growth has brought change to both residents and the business community. Currently, the northern half of the County can be defined as primarily rural with agriculture as the dominant form of industry, while the southern half has transitioned from primarily rural with pockets of small cities and villages, to predominantly a suburban environment with many residents working in office oriented jobs in Delaware County or commuting to Franklin County and the City of Columbus. There is a mix of office, retail, service and light manufacturing industry in the County. The unemployment rate in the County has consistently been among the lowest in the state for many decades and currently sits at 2.6% as of December, 2022.

The County's eastern border is approximately 1 mile away from the site where the new \$20 billion Intel Fabrication Plant is being constructed in Central Ohio. In addition, the Honda Marysville Plant is approximately 10 miles to the Western edge of Delaware County, and an announced investment to retool that plant for EV automobiles is underway. Delaware County is at the center of a transformative shift in the economy and needs to plan accordingly.

#### Development and Growth

Housing and residential growth have been a constant for the County for decades. Families are attracted to the high performing school districts found in the area. Housing stock is primarily single family with a median home value of \$338,000. The County desires to find the right balance of economic development growth to accompany the strong residential growth that has occurred, in order to continue offering stable tax rates and strong services. The County understands that by diversifying the economic base and adding different types of commercial and industrial business to the County tax rolls, the overall tax burden goes down for everyone.

Additional development has continued in the County, in part, because of the County's smart-growth strategy. The County assisted in several economic development infrastructure projects including supporting roads for Ikea in Polaris, the Tanger Outlet Mall in Berkshire Township and supported the build out of Sawmill Parkway which is a primary north-route that connects Delaware County to Columbus.

#### Government and Finances

The Board of County Commissioners is the legislative body for the County's government and is a three (3) member board. The Commissioners are elected by the residents of the County to serve four-year terms. The Commissioners provide authority for taxing, budgeting, purchasing and appropriating funds for the government structure. The Board of Commissioners is supported by the County Administrator to oversee their mission and ensure the County is an excellent place to both live and work. The Economic Development Director leads the economic development activities for the County and reports to the County Administrator under the Board of the Commissioners and will be the primary contact for the Strategic Planning engagement.

Delaware County is comprised of 18 townships, 4 villages and 6 cities. Townships comprise approximately 52% of the County's population while Delaware County cities include portions of Columbus, Dublin and Westerville, as well as the Cities of Delaware, Sunbury and Powell. Delaware City has the largest population of the Cities in the County with over 40,000 residents and Orange Township has the largest population of the Townships with over 30,000 residents.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

The County has a history of solid financial standing along with measured growth. A combination of strong assessed value and sales from retail establishments generate a variety of tax revenue that allows the County to deliver services to the community. Delaware County has the highest possible credit ratings from both Moody's Investors Services (Aaa) and Standard & Poor's Ratings Services (AAA), making it only the second county in Ohio and only one of 80 counties in the U.S. to earn these ratings. It had a total general revenue budget of \$128.8 million in 2022.

#### Economic Overview

Delaware County is home to some of the biggest employers in the Columbus region. JP Morgan Chase, DHL Supply Chain, and Hitachi represent some of the largest employers in the County. Several headquarters are located in the County including Greif, a Fortune 1000 packaging company and recently Vertiv moved their headquarters to Westerville. Delaware County led the state in employment growth, according to the Bureau of Labor Statistics from March of 2021 to March of 2022 at a 4.4% growth rate, just ahead of Franklin County at 3.7%. In the same time period, Delaware County sat just above the \$1,374 national average for weekly wages at \$1,378. Delaware comprises nearly 6,400 establishments and is closing in on a 90,000 person employment base. The Central Ohio region has one of the highest concentrations of higher education in the nation, with 52 college and university campuses, a total enrollment of 134,000 and 22,000 annual graduates. Delaware County is home to several institutions that support this regional talent pipeline including the Delaware Area Career Center, Columbus State Community College and Ohio Wesleyan University. While large corporate firms are vital to the economic base, the County recognizes that small businesses also are important. There are a variety of initiatives occurring in the entrepreneurship space in Delaware County to support incubators, business start-ups and funding.

#### Tourism

The County is home to a variety of attractions and events that bring visitors to the area, supporting a robust tourism industry. The City of Delaware is the County seat and special events occur on Main Street throughout the year. The Little Brown Jug, a harness stakes race, is a nationally acclaimed equestrian event and is part of the Delaware County Fair. The event draws in race enthusiasts and equine industry professionals every year. Professional golf is also featured prominently in Delaware County, as the Muirfield Village Golf Club, which is home to the Memorial Tournament, is co-located in Delaware County. The tournament was founded by Jack Nicklaus in 1976 and attracts tourists and professional athletes from all over the world. The Columbus Zoo and Aquarium are also located in the County, in the City of Powell. The Zoo is not only a visitor attraction, but a research institution, having supported 53 research projects in 2021. The City of Columbus, located at the southern edge of the County, is home to Polaris. This large mixed-use development contains the region's Ikea and Top Golf and a highly utilized Hilton hotel and conference center. The County has a CVB, Destination Delaware County, which supports tourism activities and there is a Municipal Airport located in the City of Delaware with a 5800' runway that supports a variety of travel to and from the area.

#### Recent Economic Development Announcements

The Central Ohio region is now at a tipping point of growth, with economists projecting the region to exceed 3 million people in the next decade. In January 2022, this growth trajectory became more pronounced with the \$20 billion announcement of Intel. Marked as the largest single private-sector investment in Ohio's history, Intel will be locating a new semi-conductor fabrication plant in neighboring Licking County, at a site which is just 1 mile from the Eastern edge of Delaware County. In addition to the initial \$20 billion committed, an estimated \$100 billion of semi-conductor capital investment is projected to develop in the region. In the fall of 2022, Honda committed to nearly \$4 billion in capital investment into two projects. The first is a \$3.5 billion joint venture EV Battery production facility located approximately 60 miles southwest from the border of Delaware County, in Fayette County. An additional \$700 million commitment was made to retool its Marysville plant, which is located just 10 miles to the West of Delaware County, in neighboring Union County.

While these announcements were not made directly into Delaware County, the potential impacts are staggering. The County is located right in the middle of both the semi-conductor plant and the neighboring Honda manufacturing plant. With projected capital investment of over \$100 billion over 20,000 direct and indirect jobs are predicted for the area in the next five to ten years.

#### Need for New Strategic Outlook

Delaware County needs a strong strategic plan in order to take advantage of these transformative large scale investments. Understanding and optimizing the supply chain networks in both the semi-conductor and automotive sectors are very important going forward, as well as understanding what other industries should be considered prime targets. Developing a strategy on how to leverage talent attraction and workforce development pipelines will also be critical, in order for the County to attract these jobs of the future. Jobs of the future will require new skills, an adaptable workforce and a plan that starts as early as childhood and spans to adult learners. Site identification and development are also necessary in order to be a prepared community that can capture corporate capital investment and job creation. Businesses rely on speed-to-market in today's economic environment and having a variety of sites that are shovel-ready will increase the County's chances at economic development success.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2023**

---

Delaware County’s most recent Economic Development Strategic Plan was completed in 2017, and several of the plan’s recommendations have been addressed. The plan sparked the Berlin Business Park initiative, supported lobbying efforts for state infrastructure funding and encouraged Entrepreneurship. The COVID-19 pandemic created a need to revisit some of the ideas that were found in the plan with respect to office development, as work-from-home and hybrid work models have changed the way large office employers occupy space. The next strategic plan should include expertise in national development practices, commercial real estate market trends, County labor dynamics and workforce patterns and identify targeted industry sectors in order to develop a focused approach. Available sites and buildings are not in ample supply, so site identification and site readiness are a high-priority. How the communities within the County establish zoning is also going to be critical to Delaware County’s continued success. The ultimate goal of the plan is to provide a pathway to guide the County on continued positive growth, while diversifying its economic base.

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

**11**

**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis

-Will be attending the State of the City presentation today.

Commissioner Merrell

-Will be attending the State of the City presentation today.

-Visited the OWU Entrepreneurial Center this morning to hear a couple of speakers this morning.

-Introduced Emily Smith from Intel to the Rotary Group on Monday.

-Attending the Regional Planning executive meeting yesterday.

There being no further business, the meeting adjourned.

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

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

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

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