

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

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

Present:
Jeff Benton, President
Gary Merrell, Vice President

Absent:
Barb Lewis, Commissioner

**1
RESOLUTION NO. 23-976**

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

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

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 23-977**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1115, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 1115:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR 1115, memo transfers in batch numbers MTAPR 1115 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2301001) EMT Transportation	JFS Income Maintenance	22411601-5324	\$10,000.00
(P2302006) Facilities	JFS Administration	22411605-5331	\$7,000.00
(P2300789) AEP	Land and Buildings	10011105-5385	\$23,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2305184	WATEREUSE ASSOCIATION	2024 WATEREUSE Membership Fee	66211900-5308	\$5,150.00

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

**4
RESOLUTION NO. 23-978**

IN THE MATTER OF A NEW LIQUOR LICENSE FROM G&S ORANGE RD LLC 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 new C1, C2 license from G&S Orange Rd LLC, located at 7953 Highfield Road Orange Township Lewis Center, Ohio; and

COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023

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 Absent

5
RESOLUTION NO. 23-979

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENTS FOR THE PETITIONER, AARON UNDERHILL, ESQ., DAVID HODGE, ESQ., AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 498.167 ACRES OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:

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

WHEREAS, on October 18, 2023, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by agents for the petitioner, Aaron Underhill, Esq., David Hodge, Esq., and Eric Zartman, Esq., requesting annexation of 498.167 acres of land in Trenton Township to the City of Sunbury; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury or the Township of Trenton;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 498.167 acres of land in Trenton Township to the City of Sunbury.

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

6
RESOLUTION NO. 23-980

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENTS FOR THE PETITIONER, AARON UNDERHILL, ESQ., DAVID HODGE, ESQ., AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 378.595 ACRES OF LAND IN TRENTON TOWNSHIP AND BERKSHIRE TOWNSHIP TO THE CITY OF SUNBURY:

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

WHEREAS, on October 18, 2023, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by agents for the petitioner, Aaron Underhill, Esq., David Hodge, Esq., and Eric Zartman, Esq., requesting annexation of 378.595 acres of land in Trenton Township and Berkshire Township to the City of Sunbury; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury, the Township of Trenton, or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 378.595 acres of land in Trenton Township and Berkshire Township to the City of Sunbury.

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

7
RESOLUTION NO. 23-981

IN THE MATTER OF APPOINTING MEMBERS TO THE LIBERTY GRAND NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

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

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

WHEREAS, on December 28, 2020, the Board adopted Resolution No. 20-1188, establishing the Liberty Grand New Community Authority; and

WHEREAS, the terms for the Citizen Member seats occupied by Dawn Huston and Rob Riley on the Liberty Grand New Community Authority will expire December 27, 2023; and

WHEREAS, Mr. Riley has expressed an interest in being re-appointed to his seat, and Kevin Vaughn has expressed an interest in being appointed to the seat that will be vacated; and

WHEREAS, the Board desires to approve an exception to the Policy in order to re-appoint one current member and appoint a new member to the Liberty Grand New Community Authority Board of Trustees;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointment of one member and the appointment of a new member to the Liberty Grand New Community Authority.

Section 2. The Board of Commissioners hereby approves the re-appointment and appointment of the following members to the Liberty Grand New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Kevin Vaughn	December 27, 2025
Citizen Member	Rob Riley	December 27, 2025

Section 3. The re-appointment and appointment approved herein shall take effect on December 28, 2023.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to the statutory developer for the Liberty Grand New Community Authority.

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

**8
RESOLUTION NO. 23-982**

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, OHIO AND THE DELAWARE COUNTY REGIONAL PLANNING COMMISSION:

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

WHEREAS, the Delaware County Regional Planning Commission will be moving its administrative offices into the recently renovated Byxbe Building which will improve customer service and consolidate operations with other County Departments; and

WHEREAS, the Regional Planning Commission agrees to lease their respective office space within the Byxbe Building through the Delaware County Commissioner's Office;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following lease agreement:

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated November 16, 2023, is made and entered into between Board of County Commissioners, Delaware County, Ohio, hereinafter referred to as "Lessor" and the Delaware County Regional Planning Commission, hereinafter referred to as "Lessee":

W I T N E S S E T H:

1. LEASED PREMISES: In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee the offices Lessor has designated for Lessee's use, and access to and use of common spaces, including parking, being parts of the real property consisting of 17.75 acres, more or less, known as 1610 State Route 521, Delaware, Ohio (referred to as the "Leased Premises")

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

improved with a 139,484+ square foot facility (the "Building"), other outbuildings and superstructures, and paved parking areas of which the Lessee will utilize i.4% of the total square footage within the Building.

2. TERM: Subject to and upon the conditions set forth below, the term of this Lease shall commence as of November 12023, the "Commencement Date" and shall terminate October 31, 2033. Ten-year extensions to this agreement will be offered to the Lessee thereafter.

3. RENT. Lessee shall pay to Lessor the sum of Eight Thousand Five Hundred Seventeen Dollars (\$8,517) which will be billed in quarterly installments on or before the 1st business day of each quarter during year one of the term for this Lease encompassing the period from November 1, 2023, through October 31, 2024. During the second year of the lease, Lessee shall pay to Lessor the sum of Eight Thousand Seven Hundred and Seventy-Three Dollars (\$8,773) which will be billed in quarterly installments on or before the 1st business day of each quarter for the period from November 1, 2024, through October 31, 2025. The Lessor and the Lessee shall renegotiate the annual rents for each successive two-year period of the term and enter into a written amendment of this Lease at least thirty (30) days prior to the expiration of the then-current two-year period. In the event the Lessor and the Lessee are unable to agree to a written amendment establishing the annual rents for the successive two-year period by the deadline stated herein, then this Lease shall terminate effective as of the first day of the successive two-year period.

4. USE: Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises in accordance with any local zoning regulations for the property.

5. JANITORIAL SERVICE; TRASH; GROUNDS AND PARKING AREAS: Lessor shall furnish their own janitorial services and shall provide for proper and lawful disposal of the trash generated. Lessor shall be responsible for snow and ice removal from the Leased Premises. Lessor shall be responsible for the care and maintenance of the grounds, including but not limited to all grassed areas and parking areas.

6. UTILITIES, TAXES, AND ASSESSMENTS: Lessee shall pay for 4% of all utilities for the Leased Premises and these costs will be included with the quarterly invoice issued by the Lessor to the lease payments on the Leased Premises. Lessor shall pay real estate taxes or assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable.

7. REPAIRS AND MAINTENANCE:

(a) Lessor will make any improvements, replacements, or repairs of any kind or character to the Leased Premises during the term of this Lease. Lessor shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises, including structural components and the roof, and the mechanical systems and the equipment within and serving the Leased Premises, as well as the furnishings located on or about the Leased Premises.

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

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

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

10. ALTERATIONS AND IMPROVEMENTS: Lessee may not make any alterations, physical additions, or improvements to the Leased Premises without the written consent of the Lessor. If the Lessor grants consent, then the Lessee shall be responsible for all costs of any alterations, physical additions, or improvements to the Leased Premises. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

11. CONDEMNATION:

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

(b) In the event a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subparagraph (a) above,

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

Lessor shall, at Lessor's sole risk and expense, restore and reconstruct the building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable.

12. **LIABILITY INSURANCE:** Lessee agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Lessor and Lessee, general liability insurance against any and all claims for injuries to persons or damage to property occurring in, about, or upon the Leased Premises, including all damage from signs, fixtures or other appurtenances, now or hereafter erected upon the Leased Premises, during the term of this Lease. Such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000) per claim on account of bodily injury to or death of one (1) person and Three Million Dollars (\$3,000,000) annual aggregate claims on account of bodily injuries or death of persons, and One Hundred Thousand Dollars (\$100,000) for property damage in any one (1) accident. Such insurance shall be written by a company or companies reasonably acceptable to Lessor and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Lessee in compliance herewith shall be delivered to Lessor at least fifteen (15) days prior to the time such insurance is required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy.

13. **FIRE AND CASUALTY:** Payments, if any, due from Lessee to Lessor shall not be abated due to any fire or casualty, but all payments for damages to the Leased Premises shall be used to restore the Leased Premises, as may be elected by Lessor.

14. **PROPERTY INSURANCE:** Lessor, at Lessor's cost and expense, shall at all times during the term of this Lease maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, or self-insurance or group self-insurance, insuring the building against all risk or direct physical loss in an amount equal to one hundred percent (100%) of the full replacement cost of the building structure and its improvements as of the date of the loss.

15. **LIABILITY:** Lessor shall not be liable to Lessee's or any subtenant's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the Leased Premises caused by any person or entity other than Lessor, or caused by the building and improvements located on the Leased Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Leased Premises.

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

17. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours, to enter the Leased Premises for the following reasons: emergency, inspection, maintenance, repair, determining Lessee's or any subtenant's use of the Leased Premises, or determining if an act of default under this Lease has occurred.

18. **SUBLEASE:** Lessee shall not sublet or assign all or any part of the Leased Premises without the Lessor's prior written consent, which Lessor may grant or withhold in its sole discretion. In the event of any subletting, Lessee, nevertheless, shall remain fully responsible and liable for compliance with all of its obligations under the terms, provisions, and covenants of this Lease.

Any subtenants that occupy parts of the Leased Premises shall conduct their business and control their agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance, and shall comply with the terms and conditions stated herein. Neither Lessee nor its subtenants shall commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee or its subtenants permit the Leased Premises to be used in any way which would be extra hazardous on account of fire or otherwise

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

- (a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;
- (b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee; or
- (c) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

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

- (a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

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

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

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

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

21. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 21 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

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

23. **EARLY TERMINATION:** Either party may terminate this Lease by providing one-hundred eighty (180) days written notice to the other party.

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

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

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

memorandum of lease.

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

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

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

LESSEE:
Delaware Regional Planning Commission
1610 State Route 521
Delaware, OH 43015

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

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

**9
RESOLUTION NO. 23-983**

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY, APPROVING A SUPPLEMENTAL APPROPRIATION, A TRANSFER OF APPROPRIATIONS, A DECREASE OF APPROPRIATIONS, AN INCREASE OF APPROPRIATIONS AND REVISED REVENUE ESTIMATES FOR VARIOUS FUNDS:

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

New Organization Key
22211337 ARPA Interest

Supplemental Appropriation		
10011103-5001	Records Center/Compensation	7,000.00
10011103-5131	Records Center/Medicare	1,500.00
10011105-5001	Land & Buildings/Compensation	28,500.00
10011105-5120	Land & Buildings/OPERS	2,500.00
10011105-5338	Land & Buildings/Utilities	40,000.00
10011106-5001	Garage/Compensation	2,500.00
10011106-5120	Garage/OPERS	500.00
10011303-5001	EMS/Compensation	105,000.00
10016101-5001	BOE/Compensation	151,500.00
10016101-5101	BOE/Health Insurance	35,500.00
10016101-5120	BOE/OPERS	15,500.00
10016101-5131	BOE/Medicare	250.00
10030301-5101	Coroner/Health Insurance	700.00
25422302-5001	CDCG Electronic Monitoring/Compensation	4,000.00
25422302-5120	CDCG Electronic Monitoring /OPERS	2,000.00
25422311-5101	Pre-Sentence Investigation/Health Insurance	3,500.00
60111901-5001	Property & Casualty/Compensation	500.00

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

61311923-5001	Self-Insured Workers Comp/Compensation	50.00
70161603-5001	FCFC/Compensation	6,000.00
26626205-5001	Family Drug Court/Compensation	3,000.00
26726324-5001	Youth Services Diversion/Compensation	6,000.00
26726324-5120	Youth Services Diversion/OPERS	1,000.00
26726323-5001	Juv Care & Custody Reclaim/Compensation	1,000.00
26726323-5001	Juv Care & Custody Reclaim/Compensation	9,500.00
30311341-5131	911 Retention ARPA/Medicare	1,000.00
30311342-5131	EMS Retention ARPA/Medicare	6,000.00
30331354-5131	Sheriff Retention ARPA/Medicare	4,000.00
30211338-5001	Ambulance Grant/Compensation	500.00
30211338-5131	Ambulance Grant/Medicare	50.00
22211337-5131	ARPA Interest/Medicare	11,000.00
23512102-5401	Delinquent Tax Prosecutor/Land Purchase	400.00
48140481-5715	Africa Rd 2020 SIB Loan/Principal	1,127,468.00

Transfer of Appropriation

From:	To:	
69340407-5101	69340407-5001	1,000.00
Stormwater Phase II/Health Insurance	Stormwater Phase II/Compensation	
10031301-5101	10031301-5001	95,000.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Compensation	
10031301-5101	10031301-5104	95,000.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Overtime	
10031301-5101	10031301-5201	66,600.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Gen Supplies & Equipment	
10031301-5101	10031301-5215	2,500.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Program Supplies	
10031301-5101	10031301-5217	2,800.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Books and Periodicals	
10031301-5101	10031301-5260	71,600.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Inv. Tool Equip., Furn. 1000-4999	
10031301-5101	10031301-5301	25,000.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Contracted Prof. Services	
10031301-5101	10031301-5320	2,000.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Software and Computer Equipment	
10031301-5101	10031301-5335	2,400.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Rental Services	
10031301-5101	10031301-5450	12,100.00
Sheriff Deputies/Health Insurance	Sheriff Deputies/Machinery & Equip >\$5,000	

Decrease in Appropriation

22411604-5101	JFS Child Protection/Health Insurance	50,000.00
22411604-5001	JFS Child Protection/Compensation	15,000.00
22411601-5101	JFS Income Maintenance/Health Insurance	10,000.00
10027201-5101	Probate Court/Health Insurance	34,000.00
10026201-5101	Juvenile Court/Health Insurance	32,500.00
10010101-5001	Auditor/Compensation	13,000.00
42011440-5410	North Campus Renovation/Build & Imprv >\$5,000	2,005,067.05
42311453-5452	Capital Acquisition & Projects/Software>\$100,000	124,652.34
42011440-5410	North Campus Renovation/Build & Imprv >\$5,000	2,400.00
10031303-5001	Sheriff Jail/Compensation	70,150.00
10031303-5101	Sheriff Jail/Health Insurance	375,000.00

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

Increase in Appropriation

22411601-5001	JFS Income Maintenance/Compensation	75,000.00
10027201-5001	Probate Court/Compensation	1,500.00
10026201-5001	Juvenile Court/Compensation	65,000.00
10010102-5001	Weights & Measures/Compensation	13,000.00
42011440-5260	North Campus Renovation/Tools, Equip, Furniture	2,005,067.05
42311453-5260	Capital Acquisition & Projects/Tools, Equip, Furniture	101,509.74
42311453-5201	Capital Acquisition & Projects/Gen Supplies & Equip	23,142.60
42011440-5260	North Campus Renovation/Tools, Equip, Furniture	2,400.00
10031303-5342	Sheriff Jail/Medical & Health Related Serv.	200,000.00
10031303-5450	Sheriff Jail/Machinery & Equip.	6,000.00
10031322-5001	Sheriff SRO/Compensation	175,000.00
10031322-5101	Sheriff SRO/Health Insurance	28,000.00
10031322-5102	Sheriff SRO/Workers Comp	1,800.00
10031322-5120	Sheriff SRO/County Share OPERS	28,000.00
10031322-5131	Sheriff SRO/Medicare	1,600.00
10031322-5310	Sheriff SRO/Travel Nontaxable	4,750.00

Revenue Estimate Revision

25422302-4530	CDCG Electronic Monitoring/State Grants A	6,000.00
25422311-4530	Pre-Sentence Investigation/State Grants A	3,500.00
30211338-4509	Ambulance Grant/Federal Grants A	550.00
30311341-4509	911 Retention ARPA/Federal Grants A	1,000.00
30311342-4509	EMS Retention ARPA/Federal Grants A	6,000.00
30331354-4509	Sheriff Retention ARPA/Federal Grants A	4,000.00
48140481-4509	Africa Rd 2020 SIB Loan/Federal Grants A	1,127,468.00

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

10

ADMINISTRATOR REPORTS

No comments today

11

COMMISSIONERS' COMMITTEES REPORTS

Mr. Merrell

No comments today

Mr. Benton

-Attended an ODOT meeting concerning the 23 Corridor. He gave note that he was impressed with the attendance and the information at the meeting.

12

RESOLUTION NO. 23-984

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISMISSAL AND DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2023**

3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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, Dismissal and Discipline.

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

RESOLUTION NO. 23-985

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 Mrs. Lewis Absent Mr. Benton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Absent _____
Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners