

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 23, 2024**

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

**Present:**

- Gary Merrell, President**
- Barb Lewis, Vice President -- Absent**
- Jeff Benton, Commissioner**

**1  
RESOLUTION NO. 24-760**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 16, 2024:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 16, 2024; and

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

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

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

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 24-761**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0920:**

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0920, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2400310) Fishel Downey Albrecht	Self Insured Workers Comp	61311923-5361	\$10,000.00
(P2400864) Honeywell	Land and Buildings	10011105-5325	\$6,827.00
(P2400308) CompManagement Inc	Self Insured Workers Comp	61311923-5370	\$165,000.00
(P2400871) AEP	Land and Buildings	10011105-5338	\$52,000.00
(P2400872) City of Delaware	Land and Buildings	10011105-5338	\$4,000.00
(P2400869) Consolidated	Land and Buildings	10011105-5338	\$15,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2404466	DLZ OHIO INC	DESIGN SERVICES - JAIL RENOVATIONS	42011438 - 5410	\$ 245,500.00
R2404592	ROBERT WEILER COMPANY,THE	APPRAISAL SERVICES - COUNTY HOME RD & MOORE	10011102 - 5301	\$ 6,000.00
R2404612	SHAW INDUSTRIES INC	149 N SANDUSKY CARPET REPLACEMENT	40111402 - 5410	\$ 94,089.89
R2404659	RUSH TRUCK CENTER INC	REPAIRS ON GAP VAX TRUCK	66211900 - 5328	\$ 10,975.59
R2404660	BURGESS AND NIPLA INC	SERVICES	66211900 - 5301	\$ 25,000.00
R2404666	HAZEN AND SAWYER PC	ENGINEERING SERVICES FOR UV DISINFECTION SYSTEM	66211900 - 5301	\$ 25,000.00

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

**4  
RESOLUTION NO. 24-762**

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**IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:**

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of some regular sessions of the Board's meetings, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from September 27, 2024 through October 11, 2024 to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners' departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 24-348, which shall remain in full force and effect.

Section 3. This Resolution shall take effect immediately upon adoption.

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

**5  
RESOLUTION NO. 24-763**

**IN THE MATTER OF GRANTING ANNEXATION PETITION FROM O.H.I.O. REAL ESTATE ACQUISITION I, LLC, REQUESTING ANNEXATION OF 93.1 ACRES OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:**

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

WHEREAS, on August 21, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Aaron Underhill, Esq., David Hodge, Esq., and Eric Zartman, Esq., agents for the petitioner, O.H.I.O. Real Estate Acquisition I, LLC, requesting annexation of 93.1 acres, more or less, from 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 93.1 acres, more or less, from Trenton Township to the City of Sunbury.

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

**6  
RESOLUTION NO. 24-764**

**IN THE MATTER OF DECLARING OCTOBER 4<sup>th</sup> AS RUTHERFORD B. HAYES DAY IN DELAWARE COUNTY:**

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

WHEREAS, the date of October 4 in Delaware County, Ohio, is celebrated as Rutherford B. Hayes Day; and

WHEREAS, on this day we honor Rutherford B. Hayes, the 19<sup>th</sup> President of the United States of America who was born here in Delaware, Ohio, on October 4, 1822, and raised by his widowed mother; and

WHEREAS, it was also in Delaware that Hayes met his future wife, Lucy Webb, who was a preparatory student at

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Ohio Wesleyan University; and

WHEREAS, Hayes has brought honor to his hometown, first as an elected official in the city of Cincinnati, as a distinguished officer in the Union Army during the U.S. Civil War, and later as a U.S. Representative, a Governor of Ohio and finally as U.S. President; and

WHEREAS, in his long and varied career, Hayes earned a reputation as a champion for the rights of minorities, the poor and immigrants; for diligently helping veterans receive their pensions; for aiding the nation of Paraguay through his wise and reasoned arbitration of territorial disputes; and for improving conditions in prisons, reforming civil service, and promoting universal education.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby honors this famous son of Delaware County, Ohio, and calls upon all residents of Delaware County to recognize October 4 as Rutherford B. Hayes Day.

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

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**RESOLUTION NO. 24-765**

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY BOARD OF COMMISSIONERS' LETTER OF SUPPORT FOR THE CITY OF DELAWARE'S SR 37 (CENTRAL AVENUE) & US 42 (LAKE STREET) INTERSECTION IMPROVEMENTS PROJECT:**

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

September 23, 2024

Mid-Ohio Regional Planning Commission  
111 Liberty Street, Unit 100  
Columbus, OH 43215

RE: SR 37 & US 42 Intersection Improvements

Dear MORPC:

The purpose of this letter is to demonstrate Delaware County Commissioners support for the City of Delaware's SR 37 (Central Avenue) & US 42 (Lake Street) Intersection Improvements project. As a stakeholder in the project area, we believe this project is extremely important to enhance vehicular and pedestrian safety while reducing congestion on the SR 37 and US 42 corridors.

SR 37 and US 42 are both arterial roadways and an important freight and commuter corridor vital to the City of Delaware and the Central Ohio region. SR 37 provides a direct link between US 23 and I71. From a safety and traffic perspective, the current intersection of SR 37 and US 42 is failing due to traffic congestion, bad geometry, lack of appropriate pedestrian facilities, and the number of crashes. This puts intersection users at risk while also negatively impacting local businesses and our environment. The proposed improvements will address these issues by increasing vehicular and pedestrian safety via the construction of multiuse paths and sidewalks, improving capacity by adding through and left turn lanes, and reducing idling vehicle emissions by increasing the intersection level of service.

These projects serve to address local and regional growth and are supported by the Delaware County Commissioners. The project improvements are critical to the safe and efficient operation of the corridor. The improvements will benefit all modes of transportation including vehicles and freight, bikes, pedestrians, and transit. We support and encourage moving forward with these necessary public improvements and believe that this project will have long-term benefits for the region's economic growth and prosperity.

Sincerely,  
The Delaware County Board of Commissioners

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

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

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

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

8

**DELAWARE COUNTY SHERIFF JEFFREY C. BALZER**

Delaware County Sheriff's Office Jail's American Correctional Association Accreditation Updates and Remarks

9

**RESOLUTION NO. 24-766**

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**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD, AND THE BOARD OF TOWNSHIP TRUSTEES OF BERLIN TOWNSHIP FOR INFORMATION TECHNOLOGY SERVICES:**

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

WHEREAS, the County Auditor recommends approval of an Intergovernmental Cooperation Agreement with the Board of Township Trustees of Berlin Township for Information Technology Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves an Intergovernmental Cooperation Agreement between the Delaware County Board of Commissioners, the Delaware County Automatic Data Processing Board, and the Board of Township Trustees of Berlin Township for Information Technology Services:

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**Section 1-Parties to the Agreement**

This Agreement is made and entered into on September 23, 2024 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners. 91 North Sandusky St, Delaware, Ohio 43015 (collectively, the "County"), and the board of Township Trustees of Berlin Township, 3271 Cheshire Road, Delaware, Ohio 43015 (the "Township"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

**Section 2 - Purpose**

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The Township desires to enter into an agreement with the County that allows Delaware County Information Technology staff provide Information Technology ("IT") services to the Township and the County is willing and able to provide such services. However, the County shall have no obligation to provide support for software or other products that the County does not also own and/or utilize. The County may provide other software support services; at its discretion and subject to the prior approval of the County Chief Technology Officer. Township acknowledges that County projects are priority and that Township projects will be addressed as resources are available. This Agreement shall establish the terms and conditions for the support of Township IT services.

**Section 3 - Division of Responsibilities**

The Township shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center Administrator, shall administer the services on behalf of the Township, supervise the work of the staff, and advise the Township regarding IT projects. By entering into this Agreement, the Township authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the service contemplated under the terms of this Agreement. The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

**Section 4 - Compensation**

The Township agrees to pay to the County a monthly fee of \$250.0 per virtual server and \$12.00 per user account. The parties estimate that the Township currently has one (1) server and one hundred twenty (120) user accounts, and Parties mutually acknowledge and agree the number of servers and the number of accounts may increase or decrease. The Township shall confirm the number of servers and user account in its written request to commence services issued pursuant to Section 6 of this Agreement.

The Township shall also, for all time exceeding fifteen (15) minutes in length that is spent on an individual service item, reimburse the County for the cost of personnel utilized in providing the service. County and Township acknowledge and agree that cost of personnel (salaries will change as adjusted. This will be payable at the hourly rates set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein. The County shall submit monthly invoice that include the monthly fee and reimbursable hours charges incurred for previous month, the Township shall pay all invoice within thirty (30) days of receipt thereof.

**Section 5 -Records**

**5.1** County and Township acknowledge and agree that Township data received by County in the course of providing the IT services under this agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services and/or other IT services to Township.

**5.2** County and Township acknowledge and agree that, this data is not a public record [as defined in R.C. Section 149-011 (G)] of the County or any of its offices agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered Township records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.

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- 5.3 However, to assist Township in meeting its responsibilities:
- (a) County will maintain full access by Township to the Township's data stored in its system.
  - (b) If County receives a public records request for Township records contained in such data, it will inform the requester for that the information requested is not a public record of the County and that their request will be forwarded to the Township Administrator as the individual responsible for responses to requests for Township records. County will then immediately forward the request to the Township Administrator and advise them as to the circumstances of the request and its receipt.
  - (c.) The County will provide technical assistance to the Township, as requested by the Township Administrator, in complying and delivering Township data responsive to a public records request.

5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43 deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Township data received or stored under this agreement, it must make reasonable efforts to provide Township with prompt notice of such legal requirement prior to disclosure so that Township may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that is legally required to furnish; and (ii) cooperate with Township in reviewing such material for appropriate redaction prior to disclosure.

5.5 Upon termination or expiration of this Agreement, County will return all Township data to Township and shall not retain copies of all or any portion of it within its systems

5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this agreement, pursuant to the laws of the State of Ohio pertaining to public records. The Township acknowledges and agrees to the County's applicable records retention schedules.

**Section 6 - Term**

As a condition precedent to the County commencing services under this Agreement the township shall be solely responsible for ensuring that the fiber optic cabling has been installed and all necessary network switches, access points have been acquired, whereupon the Township shall submit a written request to the County to promptly inspect the installation and confirm that the Township has met the condition precedent to commence services. If the County determines that installation is sufficient to commence services, then the County shall commence services within one hundred eighty (180) days of the Township's written request and the initial term of the County services shall continue in full force and effect for one year, whereupon this Agreement shall then automatically renew for a successive one (1) year term, unless either Party gives written notice to the other Party, at least thirty (30) days prior to the expiration of the then current term, that it does not intend to renew the Agreement at the expiration of the then-current term. At least ninety (90) days prior to the expiration of the successive one (1) year renewal term if it occurs, the Parties mutually agree to review the Agreement and the compensation stated herein in order to consider a replacement agreement. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either County or Township may terminate the Agreement upon providing thirty (30) day written notice to the other Party.

**Section 7 Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement, to the extent permitted by applicable law.

**Section 8 - Personnel**

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

**Section 9 – Equipment and Facilities**

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

**Section 10 - Insurance and Liability**

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Township acknowledges that there is a risk of disruption of service to its IT equipment and services due to damage to the fiber optic cable and other equipment or system failure beyond the control of the County. As a condition of this Agreement the Township agrees to release the County from any liability or cost due to such disruption of services. Otherwise, the parties acknowledge that they are political subdivisions of the State of

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Ohio and lack the authority to indemnify and there each Party agrees to be responsible for the negligent action of its employees, agents, and volunteers.

**Section 11-Miscellaneous Terms & Conditions**

**11.1 Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, relating to the subject matter hereof. This Agreement shall not be assigned.

**11.2 Governing Law Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this agreement. If direct negotiations shall fail, the parties agree to mediate the dispute with a mediator chosen by agreement between the parties. If mediation shall fail, any and all legal disputes arising from this agreement may only be filed in and heard before the courts of Delaware County, Ohio.

**11.3 Headings:** The subject headings of the Sections and Subsections in the Agreement are included for the purpose of convenience only shall not affect the construction or interpretation of any of its provision. This agreement shall be deemed to have been drafted by both parties and no purpose of interpretation shall be made to the contrary.

**11.4 Waivers:** No waiver or 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 not 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 a waiver shall not constitute and shall not in any way be interpreted as 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.

**11.5 Severability:** If any item, condition, portion, or section of this agreement or the application therefore 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 in full force and effect.

**11.6 Supersedes:** This Agreement supersedes any prior contracts or agreements between the parties for the same or similar services.

**EXHIBIT A**

Provision by County of general IT services required for Township business including but not limited to

1. Provision of dedicated file server for Township applications and data files
2. Prevision of support for Township email (0365)
3. Provision of antivirus software (Township will pay for annual licenses)
4. Provision of a 1gB shared Internet connection with the Country
5. Provision of support for Extreme network switches and access points at each location (Township will purchase equipment prior and pay annual maintenance for equipment to manufacture.)
6. Provision of dedicated desktop support for Township owned equipment and Township users
7. The Township shall seek prior approval of the County Chief Teleology Officer for any projects outside of Exhibit A, including but not limited to custom programming, prior to engaging IT Staff.
8. Township Administrator shall be the Township's primary contact for all communication and interactions with the Delaware County Automatic Data Processing Board, its director and staff for all specialized technical support and Data processing services that are not considered to be routine maintenance or Help Desk support. Township understands that any project requiring these services requires planning and discussion with the Director so that the project can be scheduled accordingly with IT staff and other projects that may be a priority for the overall security and operations of Count; services.
9. By entering into this Agreement the township authorizes the Delaware county Automatic Data Processing Board, its Director and staff to perform any and all actions which to his/their professional judgment, are necessary to provide the services contemplated under the terms of this agreement.
10. In the event the Township ceases use of software, The Township shall be solely responsible for any costs arising from the use, or cessation of use, thereof. The County shall not be required to assume any costs for Township software
11. Township agrees to purchase and provide annual maintenance fees for multi factor authentication for all users who remotely connect to the county/ Township network.
12. Township acknowledges this agreement is for IT services, and. not phone system services. County Acknowledges that there is some overlap and will work together with Township and their phone system vendor to address issues but does not bear responsibility for phone system or daily support.
13. Township agrees to purchase and provide annual maintenance for Microsoft 0365.
14. Township acknowledge that because the 0365 environment will integrate with the County network that the County will administer and maintain the administrator credentials for 0365.
15. Township agrees to notify the County IT Director or Auditor immediately in the event of any potential data Breach or unauthorized access to the Township network.

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**EXHIBIT B**

Name	HEALTH INS	2024			WORKERS	HEALTH	TOTAL
	TYPE	Rate	MEDICARE	OPERS	COMP	INSURANCE	HOURLY RATE
CLAYTON, RONALD	FAM	41.16	0.60	5.76	0.37	14.61	62.51
HOFFMAN, CURRY A	SIN	48.76	0.71	6.83	0.44	4.87	61.60
LAWSON; CALVIN M	SIN	31.37	0.45	4.39	0.28	4.87	41.36
MAGGS, CLAYTON D	SIN	36.50	0.53	5.11	0.33	4.87	47.34
MONTGOMERY, JASON	FAM	48.76	0.71	6.83	0.44	14.61	71.34
TALBERT; JOSHUA	SIN	28.00	0.41	3.92	0.25	4.87	37.45

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

**10  
RESOLUTION NO. 24-767**

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD, AND THE BST&G FIRE DISTRICT FOR INFORMATION TECHNOLOGY SERVICES:**

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

WHEREAS, the County Auditor recommends approval of an Intergovernmental Cooperation Agreement with the BST&G Fire District for Information Technology Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves an Intergovernmental Cooperation Agreement between the Delaware County Board of Commissioners, the Delaware County Automatic Data Processing Board, and the BST&G Fire District for Information Technology Services:

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 23<sup>rd</sup> day of September, 2024, by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the BST&G Fire District 350 W. Cherry St., Sunbury, OH 43074 (the “District”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

**Section 2 – Purpose**

This Agreement is authorized by sections 9.482, 307.846, and 307.15, *et seq.*, of the Revised Code. The District desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide Information Technology (“IT”) services to the District, and the County is willing and able to provide such services. However, the County shall have no obligation to provide support for software or other products that the County does not also own and/or utilize. The County may provide other software support services at its discretion and subject to the prior approval of the County Chief Technology Officer. District acknowledges that County projects are priority and that District projects will be addressed as resources are available.

This Agreement shall establish the terms and conditions for the support of District IT services.

**Section 3 – Division of Responsibilities**

The District shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center Administrator, shall administer the services on behalf of the District, supervise the work of the staff, and advise the District regarding IT projects. By entering into this Agreement, the District authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this Agreement.

The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

**Section 4 – Compensation**

The District agrees to pay to the County a monthly fee of \$250.00 per virtual server and \$12.00 per user account. District and County agree there are currently one (1) server and twelve (47) user accounts, and the Parties understand that the number of servers and user accounts may increase or decrease.

The District shall also, for all time exceeding fifteen (15) minutes in length that is spent on an individual service item, reimburse the County for the costs of personnel utilized in providing the service. County and District acknowledge and agree that costs of personnel (salaries) will change as adjusted. This will be payable at the hourly rates set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein. The County shall submit monthly invoices that include the monthly fee and any reimbursable hourly charges incurred for the previous month. The District shall pay all invoices within thirty (30) days of receipt thereof.

**Section 5 – Records**

**5.1** County and District acknowledge and agree that District data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated

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above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to District.

- 5.2** County and District acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered District records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.
- 5.3** However, to assist District in meeting its responsibilities:
- (a) County will maintain full access by District to the District's data stored in its system.
  - (b) If County receives a public records request for District records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the District Administrator as the individual responsible for responses to requests for District records. County will then immediately forward the request to the District Administrator and advise them as to the circumstances of the request and its receipt.
  - (c) The County will provide technical assistance to the District, as requested by the District Administrator, in compiling and delivering District data responsive to a public records request.
- 5.4** If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose District data received or stored under this Agreement, it must make reasonable efforts to provide District with prompt notice of such legal requirement prior to disclosure so that District may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with District in reviewing such material for appropriate redaction prior to disclosure.
- 5.5** Upon termination or expiration of this Agreement, County will return all District data to District and shall not retain copies of all or any portion of it within its system.
- 5.6** The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records. The District acknowledges and agrees to the County's applicable records retention schedules.

**Section 6 – Term**

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one year, whereupon this Agreement shall then automatically renew for a successive one (1) year term, unless either Party gives written notice to the other Party, at least thirty (30) days prior to the expiration of the then-current term, that it does not intend to renew the Agreement at the expiration of the then-current term. At least ninety (90) days prior to the expiration of the successive one (1) year renewal term, if it occurs, the Parties mutually agree to review the Agreement and the compensation stated herein in order to consider a replacement agreement. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either County or District may terminate the Agreement upon providing thirty (30) days written notice to the other Party.

**Section 7 – Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**Section 8 – Personnel**

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

**Section 9 – Equipment and Facilities**

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

**Section 10 – Insurance and Liability**

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.



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The District acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the District agrees to release the County from any liability or costs due to such disruption of service. Otherwise, the Parties acknowledge that they are political subdivisions of the State of Ohio and lack the authority to indemnify and therefore, each Party agrees to be responsible for the negligent acts of its employees, agents, and volunteers.

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 **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 in full force and effect.
- 11.6 **Supersedes:** This Agreement supersedes any prior contracts or agreements between the Parties for the same or similar services.

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

**11  
RESOLUTION NO. 24-768**

**IN THE MATTER OF ACCEPTING DONATIONS MADE TO THE SHERIFF’S OFFICE**

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Sheriff’s Office has received a cash donation for support of the peace officer memorial and those who have died in the line of duty; and

WHEREAS, this gift was received from Columbus, Outlets, LLC, in the amount of \$1,000.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept this donation and offer thanks to the donor for its generous support of the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation of \$1,000.00 to the Delaware County Sheriff’s Office and thanks Columbus Outlets, LLC, for its thoughtful generosity and commitment to Delaware County.

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

**12  
RESOLUTION NO. 24-769**

**IN THE MATTER OF APPROVING THE FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENTS FOR THE ASSIGNMENT OF DELAWARE COUNTY SHERIFF’S DEPUTIES TO**

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**BIG WALNUT LOCAL SCHOOLS, OLENTANGY LOCAL SCHOOLS, BUCKEYE VALLEY LOCAL SCHOOLS AND THE DELAWARE AREA CAREER CENTER:**

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

WHEREAS, the Sheriff recommends approval of the following School Resource Officer Intergovernmental Agreements with Big Walnut Local Schools, Olentangy Local Schools, Buckeye Valley Local Schools, and the Delaware Area Career Center;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following School Resource Officer Intergovernmental Agreements with Big Walnut Local Schools, Olentangy Local Schools, Buckeye Valley Local Schools, and the Delaware Area Career Center:

**FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT FOR THE ASSIGNMENT OF DELAWARE COUNTY SHERIFF'S DEPUTIES TO BIG WALNUT LOCAL SCHOOLS, DELAWARE COUNTY, OHIO**

This Addendum, effective as of the date of the last signature hereto, is entered into by and between the County of Delaware, located in the State of Ohio, whose principal place of business is 91 N. Sandusky Street, Delaware, Ohio 43015, and the Delaware County Sheriff's Office in their official capacity, whose principal place of business is 1776 State Route 521, Delaware, Ohio 43015 (hereinafter collectively referred to as "County"), and Big Walnut Local Schools, whose principal place of business is 110 Tippet Court, Sunbury, Ohio 43074 (hereinafter referred to as the "School"), (hereinafter referred to individually as "Party" or collectively as "Parties").

Except as set forth in this Addendum, all other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect. If there is conflict between this Addendum and the Agreement or any earlier addendum, the terms of this Addendum will prevail.

The Parties agree that Section 4: Compensation of the Agreement shall be amended to read as follows:

**Section 4: Compensation**

**4.1. Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement along with fifty percent (50%) of the proportionate cost of two sergeants assigned as SRO Sergeants based on the ratio of each school's number of SRO Deputies divided by the total number of SRO Deputies for all Delaware County Schools, calculated as follows:

**SRO Deputy Base Wages and Benefits - 2024-2025 School Year**

	<b>Rate</b>	<b>Hours</b>	<b>Sub-Total</b>	<b>Longevity</b>	<b>TOTAL</b>
<b>Wages</b>	\$43.87	2080	\$91,249.60	\$2,100.00	\$93,349.60

	<b>Insurance</b>	<b>OPERS</b>	<b>Workers Comp</b>	<b>Medicare</b>	<b>TOTAL</b>
<b>Benefits</b>	\$30,806.61	\$16,896.28	\$840.15	\$1,353.57	\$49,896.61

**Total SRO Deputy Base Wages and Benefits - \$143,246.21**

**SRO Sergeant Base Wages and Benefits - 2024-2025 School Year**

	<b>Rate</b>	<b>Hours</b>	<b>Sub-Total</b>	<b>Longevity</b>	<b>TOTAL</b>
<b>Wages</b>	\$50.09	2080	\$104,187.20	\$2,100.00	\$106,287.20

	<b>Insurance</b>	<b>OPERS</b>	<b>Workers Comp</b>	<b>Medicare</b>	<b>TOTAL</b>
<b>Benefits</b>	\$30,806.61	\$19,237.98	\$956.58	\$1,541.16	\$52,542.33

**Total SRO Sergeant Base Wages and Benefits - \$158,829.53**

**Total SRO Sergeants - 2**

**Total SRO Sergeant Base Wages and Benefits per Total SRO Deputies = \$158,829.53 x 2 = \$317,659.06 divided by 17 Total SRO Deputies = \$18,685.83**

<b>SRO Deputy Wages and Benefits</b>	<b>\$143,246.21</b>
<b>SRO Sergeant Wages and Benefits/SRO Deputy</b>	<b>\$ 18,685.83</b>
<b>Total SRO Deputy and Sergeant Cost</b>	<b>\$161,932.04</b>

**Number of School Resource Officers      2**

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**Total to be paid by School: \$161,932.04 x 2 x 50% = \$161,932.04**  
**Total to be paid by County: \$161,932.04 x 2 x 50% = \$161,932.04**

The above wage figures are for a top-step deputy and sergeant with twenty (20) plus years of service with the Delaware County Sheriff’s Office based on 2024 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker’s Comp costs.

**4.2. Overtime Rate:** The School agrees to pay 100% of any overtime the deputy or sergeant works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT rate per hour times the number of overtime hours in one - quarter (1/4) hour increments.

**Overtime Rate - 2024-2025 School Year**

	<b>Wage Rate x 1.5</b>	<b>OPERS</b>	<b>Workers Comp</b>	<b>Medicare</b>	<b>Total OT Rate/Hr.</b>
Deputy	\$65.80	\$11.91	\$0.59	\$0.95	<b>\$79.25</b>
Sergeant	\$75.13	\$13.60	\$0.68	\$1.09	<b>\$90.50</b>

**4.3. Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with August 2024. Any overtime charges for a given month will be listed on the monthly invoice.

**4.4. Adjustments:** The above wage and benefit amounts have been adjusted for School Year 2024-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in August of 2024.

**FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT FOR THE ASSIGNMENT OF DELAWARE COUNTY SHERIFF’S DEPUTIES TO BUCKEYE VALLEY LOCAL SCHOOLS, DELAWARE COUNTY, OHIO**

This Addendum, effective as of the date of the last signature hereto, is entered into by and between the County of Delaware, located in the State of Ohio, whose principal place of business is 91 N. Sandusky Street, Delaware, Ohio 43015, and the Delaware County Sheriff’s Office in their official capacity, whose principal place of business is 1776 State Route 521, Delaware, Ohio 43015 (hereinafter collectively referred to as “County”), and Buckeye Valley Local Schools, whose principal place of business is 679 Coover Road, Delaware, Ohio 43015 (hereinafter referred to as the “School”), (hereinafter referred to individually as “Party” or collectively as “Parties”).

Except as set forth in this Addendum, all other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect. If there is conflict between this Addendum and the Agreement or any earlier addendum, the terms of this Addendum will prevail.

The Parties agree that Section 4: Compensation of the Agreement shall be amended to read as follows:

**Section 4: Compensation**

**4.1. Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff’s Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement along with fifty percent (50%) of the proportionate cost of two sergeants assigned as SRO Sergeants based on the ratio of each school’s number of SRO Deputies divided by the total number of SRO Deputies for all Delaware County Schools, calculated as follows:

**SRO Deputy Base Wages and Benefits - 2024-2025 School Year**

	<b>Rate</b>	<b>Hours</b>	<b>Sub-Total</b>	<b>Longevity</b>	<b>TOTAL</b>
<b>Wages</b>	\$43.87	2080	\$91,249.60	\$2,100.00	\$93,349.60

	<b>Insurance</b>	<b>OPERS</b>	<b>Workers Comp</b>	<b>Medicare</b>	<b>TOTAL</b>
<b>Benefits</b>	\$30,806.61	\$16,896.28	\$840.15	\$1,353.57	\$49,896.61

**Total SRO Deputy Base Wages and Benefits - \$143,246.21**

**SRO Sergeant Base Wages and Benefits - 2024-2025 School Year**

	<b>Rate</b>	<b>Hours</b>	<b>Sub-Total</b>	<b>Longevity</b>	<b>TOTAL</b>
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<b>Wages</b>	\$50.09	2080	\$104,187.20	\$2,100.00	\$106,287.20
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	<b>Insurance</b>	<b>OPERS</b>	<b>Workers Comp</b>	<b>Medicare</b>	<b>TOTAL</b>
<b>Benefits</b>	\$30,806.61	\$19,237.98	\$956.58	\$1,541.16	\$52,542.33

**Total SRO Sergeant Base Wages and Benefits - \$158,829.53**  
**Total SRO Sergeants - 2**  
**Total SRO Sergeant Base Wages and Benefits per Total SRO Deputies =**  
**\$158,829.53 x 2 = \$317,659.06 divided by 17 Total SRO Deputies = \$18,685.83**  
**SRO Deputy Wages and Benefits \$143,246.21**  
**SRO Sergeant Wages and Benefits/SRO Deputy \$ 18,685.83**  
**Total SRO Deputy and Sergeant Cost \$161,932.04**

**Number of School Resource Officers 4**

**Total to be paid by School: \$161,932.04 x 4 x 50% = \$323,864.08**  
**Total to be paid by County: \$161,932.04 x 4 x 50% = \$323,864.08**

The above wage figures are for a top-step deputy and sergeant with twenty (20) plus years of service with the Delaware County Sheriff's Office based on 2024 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker's Comp costs.

**4.2. Overtime Rate:** The School agrees to pay 100% of any overtime the deputy or sergeant works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT rate per hour times the number of overtime hours in one - quarter (1/4) hour increments.

**Overtime Rate - 2024-2025 School Year**

	<b>Wage Rate x 1.5</b>	<b>OPERS</b>	<b>Workers Comp</b>	<b>Medicare</b>	<b>Total OT Rate/Hr.</b>
Deputy	\$65.80	\$11.91	\$0.59	\$0.95	<b>\$79.25</b>
Sergeant	\$75.13	\$13.60	\$0.68	\$1.09	<b>\$90.50</b>

**4.3. Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with August 2024. Any overtime charges for a given month will be listed on the monthly invoice.

**4.4. Adjustments:** The above wage and benefit amounts have been adjusted for School Year 2024-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in August of 2024.

**FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT FOR THE ASSIGNMENT  
OF DELAWARE COUNTY SHERIFF'S DEPUTIES TO THE DELAWARE AREA CAREER  
CENTER, DELAWARE COUNTY, OHIO**

This Addendum, effective as of the date of the last signature hereto, is entered into by and between the County of Delaware, located in the State of Ohio, whose principal place of business is 91 N. Sandusky Street, Delaware, Ohio 43015, and the Delaware County Sheriff's Office in their official capacity, whose principal place of business is 1776 State Route 521, Delaware, Ohio 43015 (hereinafter collectively referred to as "County"), and the Delaware Area Career Center, whose principal place of business is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter referred to as the "School"), (hereinafter referred to individually as "Party" or collectively as "Parties").

Except as set forth in this Addendum, all other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect. If there is conflict between this Addendum and the Agreement or any earlier addendum, the terms of this Addendum will prevail.

The Parties agree that Section 4: Compensation of the Agreement shall be amended to read as follows:

**Section 4: Compensation**

**4.1. Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement along with fifty percent (50%) of the proportionate cost of two sergeants assigned as SRO Sergeants based on the ratio of each school's number of SRO Deputies divided by the total number of SRO Deputies for all Delaware County Schools, calculated as follows:

**SRO Deputy Base Wages and Benefits - 2024-2025 School Year**





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based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in August of 2024.

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

**13**

**RESOLUTION NO. 24-770**

**IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE DELAWARE COUNTY RECORDER'S OFFICE:**

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, establishing a policy for the use of County Procurement Cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has authorized the use of procurement cards to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Board of Commissioners
Office/Department:	County Recorder
Daily spending per card:	\$2,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	25
Name on Card:	Teri Owens
Department Coordinator:	Clanci M Moloney-Nelson

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

**14**

**RESOLUTION NO. 24-771**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE INTERNATIONAL ASSOCIATION OF EMTs AND PARAMEDICS (IAEP), LOCAL R7-11, NAGE-SEIU (UNION) TO ADDRESS THE TEMPORARY SUSPENSION OF THE ANNUAL PHYSICAL ABILITIES TEST:**

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

**MOU Between Delaware County and IAEP R7-11, NAGE-SEIU**

This Memorandum of Understanding (MOU) is entered into by and between the Delaware County Board of Commissioners (Employer) and the International Association of EMTs and Paramedics (IAEP), Local R7-11, NAGE-SEIU (Union) to address the temporary suspension of the annual Physical Abilities Test (PAT) as outlined in Article 26 – Wages, Section 26.5: Promoted Employees, Paramedics, and Lieutenants' Rate of Pay, Demotion of the current Collective Bargaining Agreement (CBA). This agreement applies to the term November 1, 2023, through October 31, 2026 (SERB Case No. 2023- MED-07-0542).

**Purpose**

The purpose of this MOU is to suspend the Physical Abilities Test (PAT) in Article 26.5 Item 3 for the year 2024. The Employer will reinstate the PAT requirement in Article 26.5 Item 3 in calendar year 2025.

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**Agreement**

**1. Suspension of 2024 PAT in Article 26.5 Item 3:**

The Employer and Union agree that the Physical Abilities Test (PAT) will be suspended for the calendar year 2024 and reinstated in calendar year 2025.

**2. No Further Amendments to Article 26.5:**

All other provisions within Article 26.5 remain in full force and effect.

**3. No Alteration to the CBA:**

This MOU applies only to the suspension of the 2024 PAT and does not modify, revise, or amend any other section of the existing Collective Bargaining Agreement.

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

15

**RESOLUTION NO. 24-772**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENT, AND SECOND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER HOUSE OF NEW HOPE, INC.:**

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

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the contract, first amendment, and second amendment with House of New Hope, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract, first amendment, and second amendment for Child Care Placement provider House of New Hope, Inc.:

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<p><b><u>Name:</u></b> <b><u>House of New Hope, Inc.</u></b></p> <p><b><u>Address:</u></b> <b><u>8135 Mount Vernon Road</u></b> <b><u>St. Louisville, Ohio 43071</u></b></p> <p><b><u>This Agreement in effect from</u></b> <b><u>07/25/2024-06/30/2025</u></b></p>	<p>A. Maintenance</p> <p>B. Administration</p> <p>C. Case Management</p> <p>D. Transportation</p> <p>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)</p> <p>F. Behavioral Healthcare</p> <p>G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND HOUSE OF NEW HOPE, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and House of New Hope, Inc. (“Provider”) (“First Amendment”) is entered into this September 23, 2024.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/25/2024 through 06/30/2025 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

**Section 1 – Supplemental Terms and Conditions**

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:



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- A. Article II.** This agreement shall have an initial service period of 07/25/2024 through 06/30/2025.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20<sup>th</sup>) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto:Jenifer.wattenschaidt@jfs.ohio.gov). Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: [Delaware-invoices@jfs.ohio.gov](mailto:Delaware-invoices@jfs.ohio.gov).
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**  
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

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informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

- K. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

**Section 2 - Miscellaneous**

- A. **Exhibits to Agreement.**
  - 1. Exhibit I – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
  - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
  - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. **Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
  - 1. OPERS Independent Contractor/Worker Acknowledgement.
- C. **Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. **Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. **Signatures.**
  - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
  - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F. **Auditor’s Certification.** The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

**SECOND AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND HOUSE OF NEW HOPE, INC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and House of New Hope, Inc. (“Provider”) (“Second Amendment”) is entered into this September 23, 2024. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/25/2024 through 06/30/2025 (“Agreement”); and,

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Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC's funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

**Section 1 – Changes in Terms and Conditions**

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

**Agreement**

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council  
145 N Union St  
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

**First Amendment**

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov)” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is [rachel.layne@jfs.ohio.gov](mailto:rachel.layne@jfs.ohio.gov).”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

**Section 2 – Supplemental Terms and Conditions**

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must

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obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.

**C. Funding – Multiple System Youth**

**D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

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

**16**

**RESOLUTION NO. 24-773**

**IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE CONTRACT FOR THE PURCHASE OF FOSTER CARE SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND NATIONAL YOUTH ADVOCATE PROGRAM:**

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

WHEREAS, Delaware County contracts with Foster Care Services providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of a Third Amendment to the contract with National Youth Advocate Program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendment with National Youth Advocate Program for Foster Care Services:

**Third Amendment  
To Contract for the Purchase of Foster Care Services  
Between  
Delaware County Department of Job and Family Services  
and  
National Youth Advocate Program**

This Third Amendment of the Contract For The Provision of Foster Care Services is entered into this 23rd day of September, 2024 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and National Youth Advocate Program (hereinafter “Provider”) whose address is 1801 Watermark Drive 200, Columbus, Ohio 43215 (hereinafter collectively the “Parties.”).

**WHEREAS**, the Parties entered into the Contract for Foster Care Services (“Contract”) on July 1, 2024,

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

**NOW THEREFORE**, the Parties agree as follows:

**1. The Parties agree to amend the Contract to add the following Provisions:**

A. The per diem rate for Youth (S. C.) for the service period of 7/1/2024 – 6/30/2025 shall be the following:

Level of Care	Maint. Per Diem	Admin. Per Diem	Case Mngt	Transport.	Other	Total Per Diem
Therapeutic FC Level 2 (30358) Exceptional Needs	\$105.20	\$48.07	\$37.09	\$5.73	\$0.07	\$196.16

**2. Signatures**

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

**3. Conflicts**

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

**4. Terms of Agreement Unchanged**

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

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

**17**

**RESOLUTION NO. 24-774**

**IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR COURTYARDS OF HYATTS VILLAGE:**

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

WHEREAS, on September 23, 2024, a Ditch Maintenance Petition for Courtyards of Hyatts Village (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Courtyards of Hyatts Village, 42.79 acres in Liberty Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$339,934.68 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 131 units will receive benefits (cost) of the project on ~~as~~ a per acre basis. The basis for calculating the assessment for each condominium unit is therefore, \$2,594.92 per unit. An annual maintenance fee equal to 2% of this basis (\$51.90) will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$6,798.90 has been paid to Delaware County.

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

**18**

**RESOLUTION NO. 24-775**

**IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR PAINTER FARMS:**

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

WHEREAS, on September 23, 2024, a Ditch Maintenance Petition for Painter Farms (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Painter Farms, 26.84 acres in Concord Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

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WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$ 153,588.20 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 8 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 19,198.53 per lot. An annual maintenance fee equal to 2% of this basis (\$ 383.97) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 3,071.76 has been paid to Delaware County.

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

19  
RESOLUTION NO. 24-776

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR PAINTER FARM AND AMBROSE CAD:**

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

WHEREAS, Concord, Ltd, has submitted the plat of subdivision for Painter Farm, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Tobin F. & Brenda J. Ambrose have submitted the plat of subdivision for Ambrose CAD, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Painter Farm and Ambrose CAD.

**Painter Farm:**

Situated in the State of Ohio, County of Delaware, Township of Concord, Part of Lot 1 of R. Coopers Virginia Military Survey No. 2547, being 26.845 acres of land out of that 62.786 acre tract of land as conveyed to Concord Equities, Ltd., of record in deed book 1848, Pg. 1021-1023, being of Record in the Recorder's Office, Delaware County, Ohio.

**Ambrose CAD:**

Situated in the State of Ohio, County of Delaware, Township of Kingston, located in Farm Lot 13, Section 4, Township 5 North, Range 17 West, United States Military Lands, and being all of a 11.009 acre tract conveyed to Tobin F. & Brenda J. Ambrose as recorded and described in Official Record 59, Page 1584, County Recorder's Office, Delaware, Ohio.

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

20  
RESOLUTION NO. 24-777

**IN THE MATTER OF APPROVING AND ACCEPTING THE DEDICATION OF LANDS FOR PUBLIC ROAD PURPOSES PURSUANT TO SECTION 5553.31 OF THE OHIO REVISED CODE FROM EPCON CLEAR CREEK, LLC:**

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

WHEREAS, section 5553.31 of the Revised Code provides that any person may, with the approval of the board of county commissioners, dedicate lands for road purposes; and

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WHEREAS, a dedication of right-of-way for Home Road is required from a parcel owned by Epcon Clear Creek, LLC, (the "Owner"), as part of the Owner's development known as Courtyards at Clear Creek Section 2 Phases A and B; and

WHEREAS, the Owner has prepared and submitted an instrument dedicating lands for public road purposes, including a definite description of the lands to be dedicated with a plat of such lands thereto attached and signed by the Owner (the "Instrument," a copy of which is attached hereto);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, having verified that there are no liens attached to the dedicated lands under division (A) of section 505.82 of the Revised Code, hereby approves and accepts the dedication of right-of-way pursuant to the Instrument, authorizes the President of the Board to indorse the Instrument on behalf of the Board, and instructs the Clerk to transmit a copy of this Resolution and the Instrument, with the approval and acceptance of the Board indorsed thereon, to the County Engineer to be placed upon the official road records of Delaware County, to the County Auditor to be noted in the records thereof, and to the County Recorder's Office to be recorded in the Official Records.

**DEDICATION OF LANDS FOR PUBLIC ROAD PURPOSES  
PURSUANT TO SECTION 5553.31  
OF THE OHIO REVISED CODE**

Epcon Clear Creek, LLC, an Ohio Limited Liability Company, the Owner of lands described herein, acting by and through its authorized undersigned agent, acting in accordance with Section 5553.31 of the Ohio Revised Code, does hereby voluntarily grant to the Board of Commissioners of Delaware County and dedicate for public road purposes, all Owner's fee simple right, title, and interest in the following described property, without limitation of existing access rights to residual area retained by the Owner, for itself and its heirs, executors, administrators, successors and assigns:


SEE EXHIBIT A ATTACHED

Being all of Delaware County Current Tax Parcel No. 31822003001000

Prior Instrument Reference: Official Records 1632, Pg. 2590, Delaware County Recorder's Office

IN WITNESS WHEREOF, Epcon Clear Creek, LLC has caused its name to be subscribed by Craig Cherry, its Regional President, and its duly authorized agent on the 3rd day of September, 2024

Epcon Clear Creek, LLC:

By:   
Its: Regional President  
Date: 9/24

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STATE OF OHIO, COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on the 3rd day of September, 2024,

before me the subscriber, a Notary Public in and for the state and county, personally came the above Craig Cherry, who acknowledged being the Authorized Signatory and duly authorized agent of Epcon Clear Creek, LLC and who acknowledged the foregoing instrument to be his or her voluntary act and deed on behalf of said entity.

In Testimony Whereof, I have hereunto subscribed by name and affixed my official seal on the day and year last aforesaid.



**Debra A Wang**  
Notary Public, State of Ohio  
My Commission Expires April 7, 2025

Debra A Wang  
Notary Public  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*  
The Board of Commissioners of Delaware County, pursuant to Section 5553. 31 of the Revised Code, having verified that there are no liens attached to the foregoing lands under division (A) of section 505.82 of the Revised Code, or that any/all such liens have been satisfied, by Resolution No. \_\_\_\_\_ does hereby accept the foregoing dedication of lands for public road purposes, and further instructs the Clerk to transmit a copy of this instrument and resolution to the County Engineer to be placed upon the official road records of Delaware County and to transmit a copy to the County Recorder's Office to be recorded in the Official Records.

Re:

0.186 ACRE

DESCRIPTION FOR CLOSING ONLY	
<input type="checkbox"/> RPC Approval Required	8/15/24
<input type="checkbox"/> Municipal Approval Required	
Delaware County Engineer	

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 6, Quarter Township 2, Township 3, Range 18, United States Military District, being all of the remainder that 1.477 acre tract of land conveyed to Epcon Clear Creek, LLC by deed of record in Official Record 1632, Page 2590 (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the northwesterly corner of Lot 8816 of the subdivision entitled "The Courtyards at Clear Creek Section 2, Phases A and B", of record in Official Record 1813, Page 2735, in the southerly right-of-way line of Relocated Home Road, in the easterly line of Lot 2224 of the subdivision entitled "MHD Estates", of record in Plat Cabinet 1, Slot 299;

Thence North 07° 35' 50" West, with said easterly line, a distance of 60.01 feet to a monument box containing a 1 inch solid iron pin found in the centerline of Home Road;

Thence North 83° 33' 39" East, with said centerline, a distance of 123.07 feet to a magnetic nail set;

Thence South 12° 34' 30" East, crossing said Relocated Home Road, a distance of 73.51 feet to a 5/8 inch iron rebar with cap stamped "IBI Group PS 6872 PS 7740" found in the northerly line of said Lot 8816, in the southerly right-of-way line of said Relocated Home Road;

Thence with said northerly line, said southerly right of way line, and with the arc of a curve to the left, having a central angle of 11° 24' 20", a radius of 656.00 feet, an arc length of 130.58 feet, a chord bearing of South 89° 19' 31" West and chord distance of 130.37 feet to the POINT OF BEGINNING, containing 0.186 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC. Permanent markers set, where indicated, are 1" solid iron pins with aluminum cap stamped EMHT INC.

The bearings shown herein are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (CORS96). Said bearings originated from a field traverse, which was tied (referenced) to said coordinate system by positional solutions derived by the National Geodetic Survey's Online Positioning Users Service software using GPS observations of select CORS base stations. A bearing of North 83° 33' 39" East was held for a portion of the centerline of Home Road.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

15 Apr 24

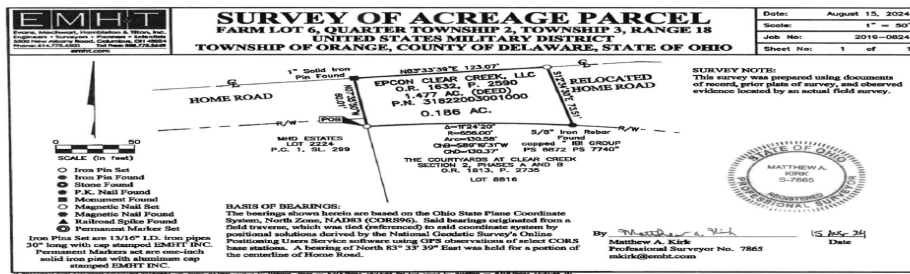
Matthew A. Kirk  
Professional Surveyor No. 7865

Date





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

**21**  
**RESOLUTION NO. 24-778**

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

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

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

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

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
UT2024-0183	DEL-CO WATER	HARTFORD & ROSS RD	DIRECTIONAL DRILL
UT2024-0184	COLUMBIA GAS	SHADOWFAIR LN	DIRECTIONAL BORE
UT2024-0185	AEP	N GALENA RD	INSTALL NEW EQUIPMENT
UT2024-0186	AEP	HYATT'S RD	ROAD BORE

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

**22**  
**RESOLUTION NO. 24-779**

**IN THE MATTER OF PURCHASING FLOORING PRODUCTS AND INSTALLATION SERVICES FOR THE RENOVATIONS TO THE WOLF BUILDING, 149 NORTH SANDUSKY STREET:**

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

WHEREAS, the Delaware County Director of Facilities recommends the purchase of flooring products and installation services for the renovations to the Wolf Building, located at 149 North Sandusky Street; and

WHEREAS, the products and services are available for purchase through the State of Ohio's cooperative purchasing program, OhioBuys (the "Program"); and

WHEREAS, the Board of County Commissioners (the "Board") is a member of the Program and wishes to purchase the products and services through the Program;

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

Section 1. The Board hereby approves the purchase of flooring products and installation services from Shaw Integrated and Turf Solutions, Inc., a state-approved supplier for Contract STS016543 through the Program, and approves the supplier's Proposal Job #181992, dated September 12, 2024, for a total price of \$94,089.89.

Section 2. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS721, Contract STS016543, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a purchase order in the amount of \$94,089.89 to Shaw Integrated and Turf Solutions, Inc., from Fund Number 401.

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

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ADMINISTRATOR REPORTS

CA Davies, DCA Huston and Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton – Attended the Delaware County Fair all week and the Veterans Dinner on Friday evening.

Commissioner Merrell – Expressed his gratitude to all citizens and workers at the fair.

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RESOLUTION NO. 24-780

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

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

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

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 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 Pending or Imminent Litigation.

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

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RESOLUTION NO. 24-781

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Jeff Benton

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Barb Lewis

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Gary Merrell