

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 29, 2019

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

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

9:45 A.M. Reconvening Of Public Hearing For Consideration Of A Petition From The Board Of
Berlin Township Trustees Requesting Vacation Of Township Road 123A, In Berlin
Township, Delaware County, Ohio Under The Special Procedures Of R.C. 5553.045:

1
RESOLUTION NO. 19-383

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD APRIL 25, 2019:**

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
April 25, 2019; 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 Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-384

**IN THE MATTER OF APPROVING A RETIREMENT PROCLAMATION FOR POWELL CHIEF
OF POLICE, GARY VEST:**

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

WHEREAS, Chief Gary Vest is retiring May 10, 2019, after a law-enforcement career spanning four decades
and the last 23 years of which were spent serving as the Chief of Police for the City of Powell's Police
Department; and

WHEREAS, Chief Vest has been a strong collaborative leader, working productively and for the greater good
with many different groups within Delaware County and through the region; and

WHEREAS, Chief Vest has served in leadership roles with the Ohio Association of Chiefs of Police and the
International Association of Chiefs of Police, and been awarded the Egon Bittner Award for Excellence in
Leadership of an agency that has been accredited by the Commission on Accreditation for Law Enforcement
Agencies for 15 or more continuous years; and

WHEREAS, Chief Vest launched a wide variety of initiatives during his tenure in Powell, including the City's
first canine unit, body cameras and the Citizens Police Academy, and also founded many beloved events in the
community including the annual Powell Festival, Community Bonfire and Mystery Night Out.

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby
expresses its sincere gratitude to Chief Gary Vest for his dedication, commitment and years of outstanding
service to the residents, visitors and business owners of Delaware County.

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

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RESOLUTION NO. 19-385

IN THE MATTER OF APPROVING A RETIREMENT PROCLAMATION FOR JACK SUDIMACK, DELAWARE COUNTY CORONER'S INVESTIGATOR:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve a retirement proclamation for Jack Sudimack, Delaware County Coroner's Investigator:

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

5

RESOLUTION NO. 19-386

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0426 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0426:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0426, memo transfers in batch numbers MTAPR0426, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PR Number	Vendor Name	Line Description	Line Account Amount
Vote on Motion	Mr. Merrell	Aye	Mr. Benton Aye Mrs. Lewis Aye

6

RESOLUTION NO. 19-387

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Communications Department is requesting that Jane Hawes and Marisa Stith attend a FEMA Social Media Strategies Course on June 19, 2019 at no cost.

The Communications Department is requesting that Shari Fridley attend a Front Desk Safety and Security Workshop in Columbus, Ohio on June 28, 2019 at the cost of \$161.00 (fund number 10011139).

The Facilities Department is requesting that Randy Ormeroid attend an Electrical Safety Audits Training in Pickerington, Ohio May 15-15, 2019; at no cost.

The Child Support Enforcement Agency is requesting that Sue Sours attend a Laying the Fiscal Foundation-Over Under Reporting Session in Columbus, Ohio June 25, 2019, at no cost.

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

7

RESOLUTION NO. 19-388

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE LANETTA LANE SUBDIVISION DRAINAGE IMPROVEMENT PETITION FILED BY LISA KLUCHUROSKY AND OTHERS:

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

WHEREAS, on April 12, 2019, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Lisa Kluchurosky and Others, to:

1. In Delaware County, Genoa Township, within the Lanetta Lane Subdivision and general following, but not limited to the course and termini of the existing improvements/

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- 2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that **Monday July 8, 2019, at 1:30P.M., in the vicinity of 7816 Lanetta Lane**, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Thursday September 12, 2019, at 10:00A.M.**, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

8
CHAD STOVER, PARTNERSHIP SPECIALIST
U.S. Census Bureau-Philadelphia Region
Briefing In Regards To The 2020 Census And The Complete Count Committee

9
RESOLUTION NO. 19-389

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property that is not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code section 307.12(E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number/Asset Number</u>
Shredder	AMS	AMS300	0108091A/000466

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

10
RESOLUTION NO. 19-390

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DEPARTMENT OF MENTAL HEALTH-EASTWAY CORPORATION:

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

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

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment with The Department of Mental Health-Eastway Corporation;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment with the Department of Mental Health-Eastway Corporation for Child Care Placement:

**Second Amendment
To
Contract for the Provision of Child Placement
and Related Services Between Department of Mental Health- Eastway Corporation
and Delaware County**

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 29th day of April, 2019 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Department of Mental Health-Eastway Corporation (hereinafter “Provider”) whose address is 600 Wayne Avenue, Dayton, Ohio 45410 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on October 29, 2018.

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

NOW THEREFORE, the Parties agree as follows:

1. The Agency and Provider agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be increased to ninety-nine thousand dollars and no cents (\$99,000.00).

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

**11
RESOLUTION NO. 19-391**

A RESOLUTION TO ENTER INTO A NON-BINDING MEMORANDUM OF UNDERSTANDING WITH THE DELAWARE COUNTY FINANCE AUTHORITY, THE BOARD OF TRUSTEES OF BERLIN TOWNSHIP, AND VARIOUS PROPERTY OWNERS OF BERLIN TOWNSHIP, FOR THE DEVELOPMENT OF THE BERLIN BUSINESS PARK (A DELCO READY SITE):

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

WHEREAS, on February 26, 2019, the Board announced the creation of the DelCo Ready Site program; and

WHEREAS, the Economic Development Office has proposed the creation of a +/-2,000 acre commercial and industrial park along the US36/SR37 corridor in Berlin Township (the “Project”), and has qualified the Project as DelCo Ready Site program eligible; and

WHEREAS, the Economic Development Office has held initial discussions with the Berlin Township Trustees, the

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Delaware County Finance Authority, and various property owners in the area of the Project (the “Parties”), concerning a non-binding Memorandum of Understanding (the “MOU”) for the creation of the Project and to determine possible contributions of the Parties; and

WHEREAS, the Economic Development Director is recommending the Board enter into the proposed MOU; and

WHEREAS, the Board supports efforts to further economic development throughout Delaware County;

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

Section 1. The Board hereby enters into a Memorandum of Understanding (attached hereto as “Exhibit A”) with the Berlin Township Trustees, the Delaware County Finance Authority, and various property owners in the area of the Project for the creation of the Berlin Business Park, a DelCo Ready Site.

Section 2. The Board authorizes the County Administrator to execute the Memorandum of Understanding with various property owners as appropriate.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

Exhibit A”

Memorandum of Understanding – Berlin Business Park Project

This Memorandum of Understanding (“MOU”) is entered into this 29th day of April, 2019 by and between the Board of Commissioners, Delaware County and the Delaware County Finance Authority, Delaware, Ohio, collectively (the “**Economic Development Team**” or “**EDT**”), the Board of Trustees of Berlin Township, Delaware County (the “**Township**”), and various land owners within the project area (individually an “**Owner**” and collectively the “**Owners**”), referred to herein individually as a “Party” and collectively as the “Parties”.

I. Summary and Objective

The EDT is in the process of exploring the development of approximately 1,000 acres along the north and south side of US Route 36/State Route 37, east of the City of Delaware and west of Alum Creek in Delaware County for mixed use purposes (the “Project”). The EDT believes this to be an ideal area for Light Industrial/Manufacturing, Logistics and Transportation, and Commercial-type uses (the “Business Park”), as well as residential uses mixed into the Project. The land is currently vacant and this development project is essentially starting at “Step 1 - Research and Feasibility”.

The EDT also believes that by utilizing responsible and sustainable development practices along with competitive incentive packages, the Project can be positioned to attract exceptional community partners to Berlin Township and Delaware County. Possible incentives include, but are not limited to, CRAs, TIFs, EZs, PACE incentives, JEDD creation, bond financing, Sales Tax exemptions, etc.

II. Business Park Creation and Contributions of the Parties

The EDT has held initial conversations with various land owners and interest has been expressed by those owners to partner on this Project as follows:

Creation

- a. EDT will lead the creation process with as much work being done “in-house” as possible.
- b. EDT will, to the extent legally permissible, coordinate meetings/hearings, provide agreements and contracts, and communicate with all Parties throughout the various processes.

Contributions

By EDT

- a. EDT will provide financial assistance, the Board of Commissioners acting pursuant to section 307.07 of the Revised Code and the Finance Authority acting pursuant to applicable provisions of Chapter 4582 of the Revised Code, by incurring the creation costs associated with the contributions of this MOU, with the understanding that EDT will be reimbursed through revenue mechanisms once established.
- b. EDT will, after reaching out to the land owners within the area, determine the Project area.
- c. EDT will, through coordination with the Owners, Regional Planning, and the Township, initiate and oversee rezonings and development plan submission when appropriate.
- d. EDT will contract with consultants and firms as needed to establish a Master Planned Business Park.
- e. EDT will establish incentives, working with the appropriate entities, and create and negotiate packages as necessary.
- f. EDT will make every effort to be fair and unbiased towards any one particular Owner and shall treat the Project as a whole.

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By Township

- a. Township will cooperate with the other Parties in the creation of the Business Park, the planning thereof, and the implementation of incentives, as appropriate and pursuant to ORC.
- b. Township will hold meetings/hearings as necessary and as requested by the EDT.
- c. Township will include the EDT in correspondence and communications related to the Project, as appropriate.
- d. Township will agree to reimburse the EDT for its expenses and long term administration of the Project, via incentive mechanisms established, as funds are generated and become available.

By Owner

- a. Owner will cooperate with the other Parties in the creation of the Business Park, the planning thereof, and the implementation of incentives, as appropriate.
- b. Owner will execute documents in a timely manner and attend meetings/hearings as appropriate.
- c. Owner shall retain the right to change their mind at any point throughout the process and remove their parcel from this MOU. Any such removal shall be provided for in writing to the EDT within three (3) business days of the removal.

NOTES:

The contributions of the Parties apply specifically to the Light Industrial/Manufacturing, Logistics and Transportation, and Commercial-type uses of the Project. The contributions of the Parties are limited to initial rezoning efforts only for any residential portions (see attached map).

The project will likely be a phased approach. The EDT, in its sole discretion, shall determine timing/phasing/implementation of the Project and its related parcels, which determination will be largely affected by the interest and engagement of each property owner.

Future agreements may be entered into to determine, among other things, details of scope and contributions, as well as, reimbursements for funds expended if property owners choose to remove their property from the Project.

III. Binding Effect

This MOU is a non-binding letter of agreement that is meant to express the intent of the Parties. As such, the obligations and/or commitments set forth herein are not binding until such time as final documents are agreed upon and executed, and related legislative actions are taken by the Parties. Accordingly, the Parties mutually acknowledge and agree that the only obligation under this MOU shall be the Parties' agreement to negotiate in good faith a final agreement in accordance with the intent expressed herein. The Parties agree to use good faith efforts to pursue the creation of Project.

IV. Counterparts

This MOU may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same MOU.

This MOU shall be in full effect as of the date last signed by the Parties.

Property Owner:

Printed Name

Signature

Parcel Represented (PID or # on map)

**Property Owner:
Authority**

Printed Name

Signature

Parcel Represented (PID or # on map)

Delaware County Commissioners:

Michael A. Frommer, P.E., County Administrator

Property Owner:

Printed Name

Signature

Parcel Represented (PID or # on map)

Delaware County Finance

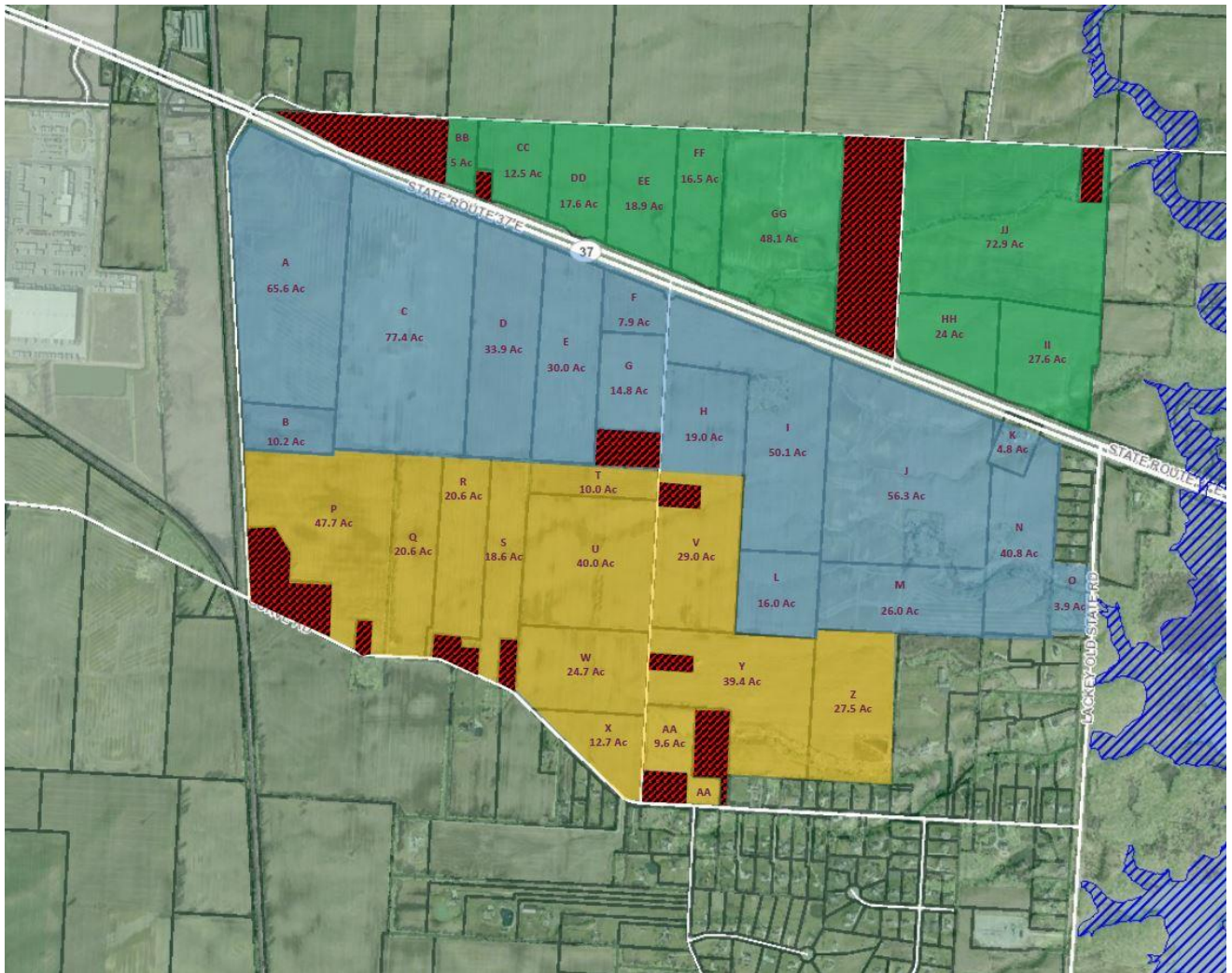
David Stadge,
Chairman, Board of Directors

Signature

Berlin Township Trustees:

Board of Trustees

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

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RESOLUTION NO. 19-392

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR HAWKS NEST AT HIGHLAND LAKES:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement for Hawks Nest at Highland Lakes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider's Agreement for Hawks Nest at Highland Lakes:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 29th day of April 2019, by and between **Bob Webb Hawks Nest, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for Hawks Nest at Highland Lakes**, dated **February 13, 2019**, and approved by the County on **March 11, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **30** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$246,300.00**) which is acceptable to the County Commissioners to insure faithful performance for said Improvements.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Hawks Nest at Highland Lakes**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvement Plan Hawks Nest at Highland Lakes (\$8,620.50)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Hawks Nest at Highland Lakes (\$20,935.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Hawks Nest at Highland Lakes** as required by the County.

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SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall ensure that the existing residence at 6036 Big Walnut Road has continuous sanitary service. Any holding tank installed to contain sewage shall incorporate the following into the design and operation of the holding tank and related equipment:

1. The holding tank shall not leak.
2. The holding tank shall be designed and constructed without storm water connections and to prevent inflow and infiltration from entering the holding tank.
3. The tank shall have a sign that direct persons to notify the Ohio Environmental Protection Agency's spill hotline (1-800-282-9378) in the event of a release and placed in a clearly visible location around the tank.
4. An operation and maintenance plan shall be submitted to the County that contains a contract with a licensed hauler, the schedule for emptying the waste from the tank and emergency contact information.

No sanitary discharge from 6036 Big Walnut Road will be permitted to the Hawk's Nest at Highland Lakes sanitary sewer until after acceptance of the Improvements by the County.

The Subdivider shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of any negligent acts, errors or omissions of the Subdivider, its employees, agents, or contractors, or any other person for whose acts any of them may be liable.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

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RESOLUTION NO. 19-393

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2020 TAXES:

It was moved by Mr. Benton, seconded by Mr. Merrell to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District, as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$149,377.36 to the County Auditor for the 2020 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

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**2020 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/29/19**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$54,910.46
66211904 – Alum Creek	\$82,149.11
66211905 – Lower Scioto	\$2,264.35
66211912 - Package Plants	\$10,053.44
Total Assessments	\$149,377.36

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

**14
RESOLUTION NO. 19-394**

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

It was moved by Mr. Merrell, seconded by Mr. Benton 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
U19-064	WOW	Worthington Road	Directional Bore
U19-065	Century Link	Carters Corner Rd, Wilson Rd and Rosecrans Rd	Place cable in ROW
U19-066	Columbia Gas	Various Roads	Provide single customer service
U19-067	Columbia Gas	Elizabeth Dr.	Install gas main

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

**15
RESOLUTION NO. 19-395**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN JAMES R. SCHIERING AND JAN L. SCHIERING AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR13-1.65:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with James R. Schiering and Jan L. Schiering, husband and wife, for the project known as DEL-CR13-1.65;

Now, Therefore, Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approves the contract of sale and purchase with James R. Schiering and Jan L. Schiering, husband and wife, for the project known as DEL-CR13-1.65 as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 29th day of April, 2019 James R. Schiering and Jan L. Schiering, husband and wife 7359 Worthington Rd. Westerville, OH. 43082, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
13-SH
DEL-CR13-1.65

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

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TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$118,544.00 which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting

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from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by the County and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Order and Voucher for the above contract.

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

16

RESOLUTION NO. 19-396

9:45AM RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM

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THE BOARD OF BERLIN TOWNSHIP TRUSTEES REQUESTING VACATION OF TOWNSHIP ROAD 123A, IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

It was moved by Mr. Benton, seconded by Mr. Merrell to reconvene the hearing at 9:53 AM.

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

16 continued

RESOLUTION NO. 19-397

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio.

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

16 continued

RESOLUTION NO. 19-398

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE BOARD OF BERLIN TOWNSHIP TRUSTEES REQUESTING VACATION OF TOWNSHIP ROAD 123A, IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:38 AM.

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

16 continued

RESOLUTION NO. 19-399

IN THE MATTER OF GRANTING THE PETITION FROM THE BOARD OF BERLIN TOWNSHIP TRUSTEES REQUESTING VACATION OF TOWNSHIP ROAD 123A, IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

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

WHEREAS, on March 1, 2019, the Delaware County Board of Commissioners received a petition filed by the Berlin Township Trustees, for the Delaware County Board of Commissioners to adopt a resolution ordering the vacation of Township Road 123A in Berlin Township, Delaware County, Ohio (the "Petition"); and

WHEREAS, the Delaware County Engineer provided a written report, with recommendations, regarding the Petition; and

WHEREAS, the Board opened and held a Public Hearing on the Petition on Thursday, April 11, 2019, at 9:45AM, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof; and

WHEREAS, the Board continued the hearing on April 11, 2019, to April 25, 2019 at 9:45AM, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio; and

WHEREAS, the Board continued the April 25, 2019 reconvening of said hearing to April 29, 2019 at 9:45AM, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio;

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

Section 1. The Board hereby accepts the Engineer's report, which is fully incorporated into this Resolution as follows:

**REPORT ON PROPOSED VACATION OF A PORTION OF OLD HYATTS ROAD,
TOWNSHIP ROAD 123A
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO**

Pursuant to petition filed under resolution 19-02-10 by the Board of Trustees of Berlin Township, in the matter of vacating a portion of Township Road 123A (Old Hyatts Road), I hereby submit the following report in

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accordance with R.C. §5553.045.

The proposed vacation involves the former alignment of Hyatts Road approaching U.S. Route 23 from the west. The intersection of Hyatts Road (C.R. 123 or Columbus-Hyattsville Road) and U.S. Route 23 (Columbus Pike or Columbus-Sandusky Road) was realigned to the south by approximately 300 feet to align with T.R. 100 (Shanahan Road or Scott-Shanahan Road) between 1954 and 1966 with improvement of Columbus Pike, leaving the former alignment of Hyatts Road physically unconnected to U.S. Route 23. This roadway was later made a township road and assigned route number T.R. 123A by the Board of Commissioners.

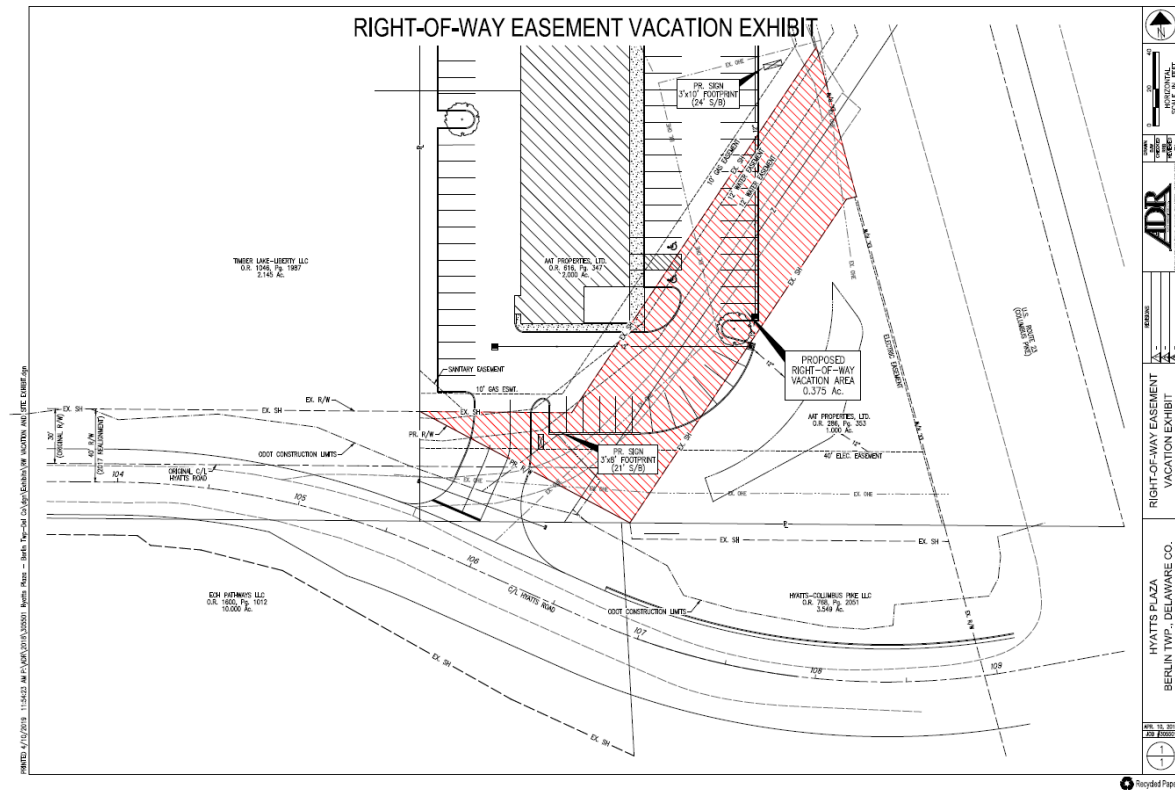
The portion of T.R. 123A requested to be vacated begins at the northerly right of way of C.R. 123 and ends approximately 200 feet northeast at the westerly right of way of U.S. Route 23, and includes a total of 0.375 acres, more or less, and is more particularly described in the attached Plat. The 2.00 acre parcel and 1.00 acre parcel situated along both sides of the centerline of T.R. 123A are both owned by AAT Properties Ltd. and upon vacation of the roadway, the owner (AAT Properties Ltd.) would retain legal road frontage upon C.R. 123.

AAT Properties (or its representatives) has/have requested rezoning of the parcels and is in the process of commercial development of the properties as shown in the attached Right of Way Easement Vacation Exhibit provided by representatives of AAT Properties. The proposed development does not require the existence of T.R. 123A beyond the northerly right of way of Hyatts Road.

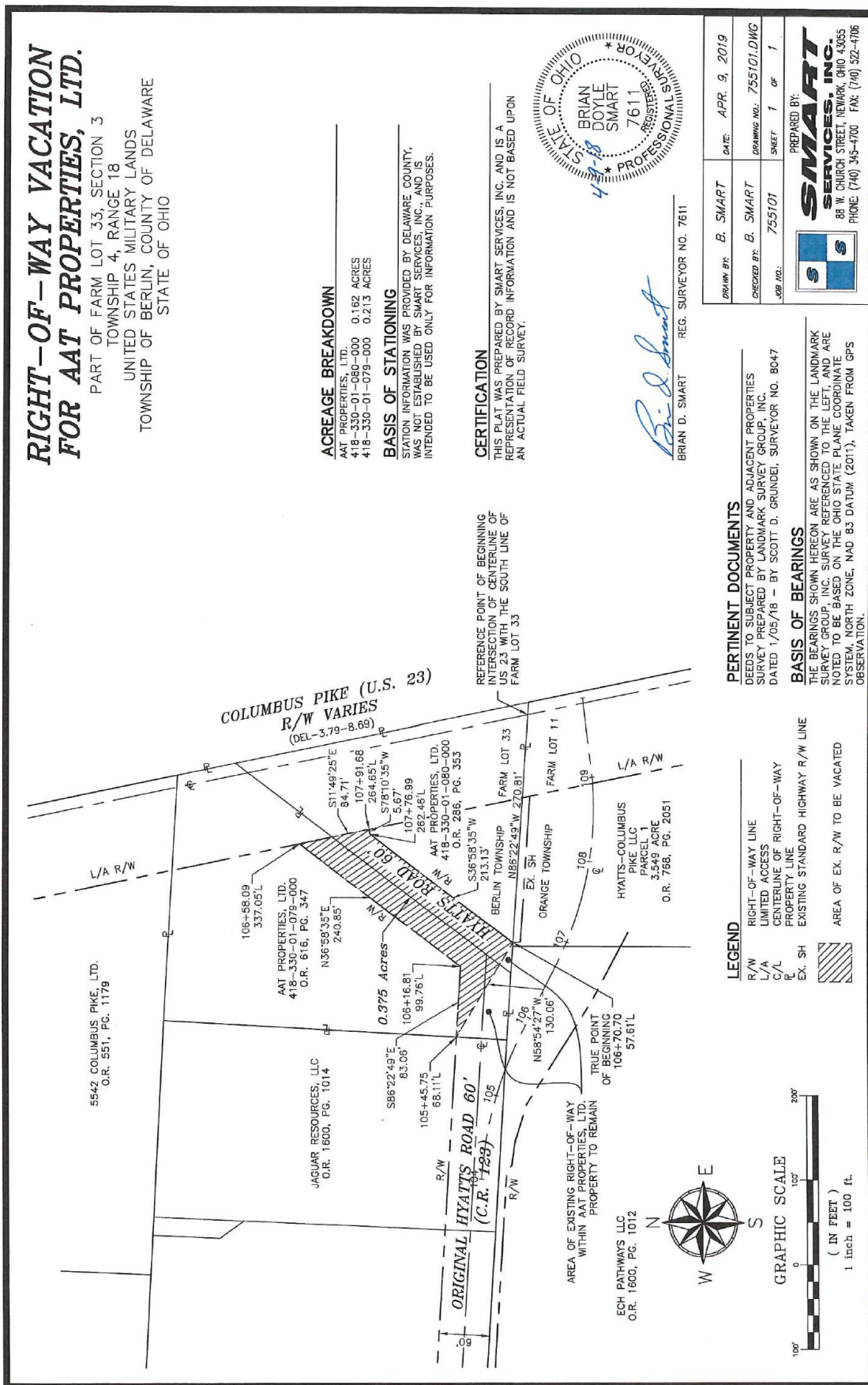
Accordingly, since T.R. 123A is not required to provide access to said properties and is of no reasonably foreseeable use to the traveling public as a public road, I am of the opinion that the petition for vacation should be granted. I have attached the aforesaid Right of Way Easement Vacation exhibit and Right of Way Vacation Plat showing the proposed area to be vacated should your Board proceed with granting the petition to vacate said road.

Note that if your board wishes to proceed with granting of the petition to vacate, a perpetual easement for maintenance of existing utilities will remain in accordance with Section 5543.043 [sic.] of the Revised Code.

Respectfully submitted this 10th day of April, 2019:
 Chris Bauserman, P.E., P.S. Delaware County Engineer



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Section 2. The Board hereby determines that the vacation requested in the Petition would be for the public convenience or welfare. The vacation requested is more particularly described in the Engineer's Report and Plat in Section 1 of this Resolution. The Board hereby GRANTS the Petition and declares Township Road 123A in Berlin Township, Delaware County, Ohio, as described in Section 1 of this Resolution, vacated. The road vacated herein shall, upon passage of the additionally required resolution by the Board of Trustees of Berlin Township, pass, in fee, to the abutting landowners, subject to the following:

- (1) A permanent easement as provided in section 5553.043 of the Revised Code in, over, or under the road for the service facilities, as defined in section 5553.042 of the Revised Code, of a public utility or electric cooperative as defined in section 4928.01 of the Revised Code;
- (2) The right of ingress or egress to service and maintain those service facilities; and
- (3) The right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use, or access to those service facilities.

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Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, including the Engineer’s report, with the Board of Trustees of Berlin Township, the Delaware County Recorder, and the Delaware County Engineer.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

17

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

- Will be attending a Pre-Hospital Care Board meeting on Wednesday afternoon.
- Will be attending the BIA Builders Council roundtable on Wednesday afternoon.

18

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Would like to pass along a compliment to Larry Dowis for his professionalism and job well done for his work at the Willis Building.

Commissioner Benton

- Attended the CEBCO Board Meeting last Thursday and Friday.
- The Coroner’s Office released their annual report.
- The Regional Planning Office released their annual report.

Commissioner Lewis

- Attended the Regional Planning meeting last week.
- Attended the 40th Anniversary of the Central Ohio Symphony on Saturday.

19

RESOLUTION NO. 19-400

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 19-401

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners