

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 14, 2020**

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

Present:
Jeff Benton, President
Barb Lewis, Commissioner

Absent:
Gary Merrell, Vice President

1
RESOLUTION NO. 20-802

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 10, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 10, 2020; 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 Absent Mrs. Lewis Aye Mr. Benton Aye

2
RESOLUTION NO. 20-803

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0911:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0911 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2004253	OHITOW LLC	REPAIR 2014 DODGE DURANGO	60111901 - 5370	\$7,575.90
R2004259	BERLIN TOWNSHIP TRUSTEES	2020 MEDIC 10 LEASE	10011303 - 5335	\$16,200.00
R2004267	COUNTY RISK SHARING AUTHORITY	CLAIM DATE 07 21 2017 DEDUCTIBLE	60111901 - 5370	\$100,000.00
R2004269	BURGESS AND NIPLE INC	CONSULTING SERVICES FOR ASSET MANAGEMENT PLANNING	66211900 - 5301	\$25,000.00
R2004272	DELAWARE AUTO SALES LLC	REPAIR 21-16	60111901 - 5370	\$5,382.84

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

3
RESOLUTION NO. 20-804

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSYSTEMS CORPORATION OF OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following Amendment No. 1 to the Professional Services Agreement with TranSystems Corporation of Ohio approved under Resolution No. 19-710:

**AMENDMENT NO. 1
 PROFESSIONAL SERVICES AGREEMENT
 DEL-CR91-3.45 ~ Berlin Station Road Improvements Phase 2**

This Amendment No. 1 to the Prime Agreement dated July 22, 2019, is made and entered into this 14th day of September, 2020, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and **TranSystems Corporation of Ohio**, 400 W Nationwide Boulevard, Suite 225, Columbus, Ohio 43215 ("Consultant") (hereinafter collectively referred to as the

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“Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Prime Agreement, the Parties mutually agree to amend the Prime Agreement as follows:

- A. The Parties acknowledge that the Consultant’s name was incorrectly stated in the Prime Agreement and agree to modify the Prime Agreement to reflect the Consultant’s correct name as stated in the preamble of this Amendment No. 1.
- B. Based on the Modification #2 Fee Proposal (Rev 3) dated September 1, 2020, Section 4.3 of the Prime Agreement shall be modified to increase the maximum total compensation to Seven Hundred Fifty Nine Thousand One Hundred Fifty Dollars and Zero Cents (\$759,150.00).
- C. Section 7.1 of the Prime Agreement shall be modified to extend the date for the completion of Services to December 31, 2021.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Prime Agreement not specifically amended herein shall remain in full force and effect.

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

4
RESOLUTION NO. 20-805

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

It was moved by Mrs. Lewis, 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
UT20-0143	Team Fishel	Lewis Center Road	Relocate fiber
UT20-0144	AEP	Cherry Glen Drive	Install new cable
UT20-0145	Spectrum	Corduroy Road	Place cable in ROW
UT20-0146	Spectrum	S. Section Line Road	Place buried cable in ROW
UT20-0147	Columbia Gas	Brust Drive	Tie into existing gas main
UT20-0148	Spectrum	Hardin Lane	Place buried cable in ROW
UT20-0149	WOW	Woodstone Drive	Directional bore

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

5
RESOLUTION NO. 20-806

IN THE MATTER OF DECLARING THE NECESSITY OF IMPROVEMENTS FOR THE PROJECT KNOWN AS DEL-SAWMILL OUTPOST, SAWMILL PARKWAY TURN LANE IMPROVEMENTS AND SALT STORAGE FACILITY; AND APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE:

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

WHEREAS, section 5555.022 of the Revised Code provides that a board of county commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement and may authorize such improvement; and

WHEREAS, the County Engineer has determined to better facilitate the operation of the Delaware County Engineer’s Office, a salt storage facility located off Sawmill Parkway is required, necessitating the construction of a salt storage facility along with the construction of turn lanes into the site (the “Improvement”), and recommends that the Board proceed with the Improvement; and

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the Improvement; and

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WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$822,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: To better facilitate the operation of the Delaware County Engineer’s Office, it has been determined that the construction of a salt storage facility located off Sawmill Parkway along with the construction of turn lanes into site are required, and the project know as DEL-Sawmill Outpost, Sawmill Parkway Turn Lane Improvements and Salt Storage Facility be initiated for such purpose.

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement.

Section 3: The plans, specifications and estimates for the project known as DEL-Sawmill Outpost, Sawmill Parkway Turn Lane Improvements and Salt Storage Facility are hereby approved.

Section 4: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, October 6, 2020, at which time they will be publicly received and read aloud, for the project known as:

DEL-Sawmill Outpost
Sawmill Parkway Turn Lane Improvements and Salt Storage Facility

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids”.

The Owner requires that all work associated with the project be completed before June 15, 2021. The estimated commencement of work date is October 19, 2020.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
September 18, 2020

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

6
RESOLUTION NO. 20-807

IN THE MATTER OF APPROVING AND ACCEPTING THE DEDICATION OF LANDS FOR ROAD PURPOSES, SUCH LANDS CONSISTING OF THE PRIVATE STREETS CURRENTLY KNOWN AS RIVERBY LANE, ADRIAN DRIVE, CHURCH VIEW WAY, AND CHURCH VIEW COURT IN THE RIVERBY SUBDIVISION, DELAWARE TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, on February 28, 2019, the Riverby Estates Homeowners Association filed a Petition to Establish New Public Roads, which is actually a proposal to dedicate lands for road purposes, pursuant to section 5553.31 of the Revised Code; and

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WHEREAS, pursuant to section 5553.31 of the Revised Code, any person may, with the approval of the board of county commissioners, dedicate lands for road purposes by submitting a proposal that includes a definite description of the lands to be dedicated with a plat of such lands thereto attached and signed by the party dedicating such lands; and

WHEREAS, the petitioner, Riverby Estates Homeowners Association, is the current owner of the private streets known as Riverby Lane, Adrian Drive, Church View Way, and Church View Court, which are all included in the proposed dedication; and

WHEREAS, the petition is signed by the dedicator, includes a definite description of the lands to be dedicated, and includes the previously filed subdivision plat that clearly depicts the private streets proposed for dedication; and

WHEREAS, on or about December 17, 2018, the Delaware Township Board of Trustees adopted Resolution No. 12-17-03, expressing that board's "support of the endeavor of Riverby Estates Homeowners' Association to transition its private roads to public road status"; and

WHEREAS, due to the condition of the private streets proposed for dedication, certain improvements were necessary in order for the streets to meet current standards for public roads within Delaware County; and

WHEREAS, the Riverby Estates Homeowners Association entered into a lease agreement with the Delaware County Transportation Improvement District for the improvement of the streets, which project was completed earlier in 2020; and

WHEREAS, after the Delaware County Transportation Improvement District certified the assessments for its improvement project, the Riverby Estates Homeowners Association submitted a written notice to terminate the lease agreement and request action on the proposed dedication; and

WHEREAS, the Delaware County Engineer recommends approving and accepting the proposed dedication of the private streets known as Riverby Lane, Adrian Drive, Church View Way, and Church View Court;

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

Section 1. The Board hereby approves and accepts the proposed dedication of the private streets known as Riverby Lane, Adrian Drive, Church View Way, and Church View Court, as described and depicted in the petition filed by the Riverby Estates Homeowners Association on February 28, 2019.

Section 2. The approval and acceptance granted herein shall be indorsed on the petition, and the petition and this Resolution shall be certified to the Delaware County Engineer, Delaware County Auditor, and Delaware County Recorder and placed upon the proper road records of Delaware County. A copy of the records shall also be delivered to the Delaware Township Board of Trustees.

Section 3. By virtue of the petition as approved and accepted in this Resolution, the lands so dedicated constitute public roads without any further proceedings, pursuant to section 5553.31 of the Revised Code, and the public roads hereby established shall be designated as township roads, with such numbers and conditions as follows:

- Riverby Lane, to be known as Township Road Number 1729
- Adrian Drive, to be known as Township Road Number 1730
- Church View Way, to be known as Township Road Number 1731
- Church View Court, to be known as Township Road Number 1732

Stop Conditions Established at the following intersections:

- On Township Road Number 1729, Riverby Lane, at its intersection with Township Road Number 101, Pollock Road
- On Township Road Number 1730, Adrian Drive, at its intersection with Township Road Number 1729, Riverby Lane
- On Township Road Number 1731, Church View Way, at its intersection with Township Road Number 1729, Riverby Lane
- On Township Road Number 1731, Church View Way, at its intersection with Township Road Number 1732, Church View Court

Section 4. All formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and all deliberations of this Board, and any of its committees, that resulted in such formal action were conducted in meetings open to the public in compliance with all legal requirements, including section 121.22 of the Revised Code.

Section 5. This Resolution shall take effect immediately upon adoption.

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

7

RESOLUTION NO. 20-808

IN THE MATTER OF APPROVING A MAINTENANCE AGREEMENT WITH THE CITY OF COLUMBUS FOR IMPROVEMENTS TO LYRA DRIVE EXTENSION:

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

**CAPITAL IMPROVEMENTS PROJECT
MAINTENANCE AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
DELAWARE COUNTY, OHIO
FOR
ROADWAY IMPROVEMENTS - LYRA DRIVE EXTENSION
CAPITAL IMPROVEMENT PROJECT 530161-100204**

This infrastructure maintenance agreement (the Agreement) is made and entered into the 14th day of September 2020 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Utilities, hereinafter designated as the CITY, and County of Delaware, Ohio, acting through its Board of County Commissioners and the County Engineer; hereinafter designated as the COUNTY; each designated a PARTY, and both CITY and COUNTY together hereinafter designated as the PARTIES; and

Witnesseth that:

WHEREAS, the City of Columbus, Department of Public Service is currently designing and will be constructing roadway improvements for the Roadway Improvements – Lyra Drive Extension Project (the PROJECT), from Lyra Drive and Costco/Cabela to East Powell Road, the limits of which are further described in Exhibit A and a map of which is attached as Exhibit B; and

WHEREAS, as part of said PROJECT, the City of Columbus, Department of Public Service will be constructing stormwater Best Management Practices (BMPs) in public right of way within the jurisdiction of the CITY; and

WHEREAS, said BMPs will serve drainage from both CITY and COUNTY; and

WHEREAS, both CITY and COUNTY will have responsibility for long term operation, maintenance, repair, and reconstruction of said BMPs; and

NOW, therefore, the PARTIES agree as follows:

1. CITY Responsibilities
 - a. CITY is responsible for constructing BMPs as part of the PROJECT at its sole cost and expense.
 - b. CITY is responsible for performing the long term operation, maintenance, repair and reconstruction of all BMP facilities constructed in CITY jurisdiction as part of the PROJECT, with partial reimbursement from the COUNTY in proportion to COUNTY drainage area tributary to the BMP features. Notwithstanding any other provision of this Agreement, CITY’s agreement to perform under this paragraph 1.b is not an assumption by CITY of any COUNTY responsibilities or liabilities, including but not limited to those imposed under the COUNTY’s stormwater permit issued by the Ohio Environmental Protection Agency under its Stormwater Permitting Program, and any other responsibilities and liabilities imposed by federal, state, or local law.
 - c. Maintenance shall include those maintenance items specified for each BMP facility included in construction drawing E03481 and any associated BMP maintenance plan.
 - d. The CITY is responsible for clearly marking the BMP Construction Drawing that an Infrastructure Maintenance Agreement exists between COUNTY and the CITY whereby it has been agreed that the CITY will maintain the BMP in perpetuity, with proportionate reimbursement from the COUNTY.

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- e. The CITY shall invoice the COUNTY for COUNTY’s proportionate share of CITY’s actual costs of maintenance of the BMP facilities. The proportionate share shall be based on the COUNTY drainage area tributary to the BMP facilities divided by the total drainage area tributary to the BMP facilities, which is hereby agreed to be 35 percent. CITY shall itemize on its invoice actual labor, materials, overhead, and contract services incurred by CITY in performing the long term operation, maintenance, repair and reconstruction of all BMP facilities constructed in CITY jurisdiction as part of the PROJECT.

2. Delaware County Responsibilities

- a. COUNTY shall reimburse CITY for its proportionate share of the actual costs incurred by the CITY for maintenance of the BMP facilities within 30 days of receipt of proper invoice from the CITY. The COUNTY’s proportionate share shall be limited to \$20,000 per year without prior authorization from the COUNTY.

3. Joint Responsibilities

- a. CITY and COUNTY shall have joint responsibility for long term operation, maintenance, repair, and reconstruction of BMPs constructed as part of the PROJECT, in accordance with the regulatory and other legal obligations of each PARTY, respectively.
- b. Prior to substantial completion and close out of the PROJECT, the CITY and COUNTY will meet at each BMP facility constructed as part of the PROJECT to prepare a punch list for the PROJECT and provide its details to the Contractor to correct or re-execute any of the work that fails to conform to the requirements of the contract documents.
- c. The CITY and COUNTY will continue to work cooperatively to meet the goals set forth herein, including regular communication and meetings as necessary.

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

8
RESOLUTION NO. 20-809

IN THE MATTER OF APPROVING A CONTRIBUTION AGREEMENT WITH THE CITY OF COLUMBUS FOR IMPROVEMENTS TO LYRA DRIVE EXTENSION:

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

**CAPITAL IMPROVEMENTS PROJECT
CONTRIBUTION AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
DELAWARE COUNTY, OHIO
FOR
ROADWAY IMPROVEMENTS – LYRA DRIVE EXTENSION
CAPITAL IMPROVEMENT PROJECT 530161-100204**

This Contribution Agreement (the “AGREEMENT”), pursuant to Ordinance No. 0829-2020, passed April 20, 2020, is made and entered into the 14th day of September 2020 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as the CITY, and County of Delaware, Ohio, acting through its Board of County Commissioners and the County Engineer; together hereinafter designated as the PARTIES; and

WHEREAS, the CITY is engaged in a Public-Private Partnership (3P) with NP Capital Management Corp., hereinafter designated as the DEVELOPER, to facilitate the construction of certain public infrastructure improvements in the Polaris area; and

WHEREAS, the Roadway Improvements – Lyra Drive Extension Project encompasses the construction of a new roadway extension within newly dedicated public rights-of-way from Lyra Drive and Costco/Cabela to East Powell Road, as described in Exhibit A hereto; and

WHEREAS, a portion of the proposed public improvements will benefit the COUNTY; and

WHEREAS, the COUNTY agrees to assume and bear a portion of the anticipated construction costs; and

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WHEREAS, Ordinance No. 0829-2020 authorized the CITY to enter into agreement with and to accept funds from the COUNTY to support the construction of the proposed public improvements; and

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereto do hereby covenant and agree, as follows:

1. **DEFINITIONS:**
 - A. “Contract Documents” shall mean collectively: a) this AGREEMENT, including any and all attachments/exhibits hereto.
 - B. “Contribution” means the monies contributed by the COUNTY to the CITY for the “Improvements”.
 - C. “Improvements” means construction of improvements described in the Contract Documents and specifically identified within Exhibit A.
 - D. “Work” means the construction of the Improvements.
2. **GENERAL CONSIDERATIONS:** Pursuant to a separate Construction Reimbursement Agreement between the CITY and the DEVELOPER, the DEVELOPER agrees to construct, or cause to be constructed, the Improvements identified in Exhibit A. The DEVELOPER and its contractor(s) shall be responsible for complying with all applicable federal, state, and local laws.
3. **CONTRIBUTION:** The COUNTY shall contribute **\$200,000.00** towards the cost of the Improvements described in Exhibit A.

Funds in the amount stated above shall be deposited with the CITY within 30 days of the execution of this AGREEMENT. Payment shall be made out to: City Treasurer – Columbus and delivered to:

**Department of Public
Service Office of
Support Services 111 N.
Front Street – 4th Floor
Columbus, Ohio 43215
Attn: Tierra Palmer, Contract Manager**

The PARTIES agree that the above stated Contribution amount represents the maximum obligation to be incurred by the COUNTY pursuant to this AGREEMENT.

4. **PUBLIC USE:** The CITY and the COUNTY agree that the Improvements constructed pursuant to this AGREEMENT shall be dedicated for public use.
5. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between the COUNTY, its agents and employees, and the CITY, its contractors, subcontractors and agents arising out of or relating to this AGREEMENT or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
6. **ENTIRE AGREEMENT:** This AGREEMENT shall constitute the entire agreement between the COUNTY and the CITY and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.
7. **COUNTERPARTS AND ACCEPTANCE:** The PARTIES agree to execute this AGREEMENT in duplication in order for the CITY and the COUNTY to possess an original execution of this AGREEMENT for their records. Furthermore, the PARTIES may execute this AGREEMENT in one or more counterparts, which each is a duplicate original and each part, taken together, constitute a single contract instrument.
8. **ADDITIONAL DOCUMENTATION:** The following document exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:
 - 8.1 Exhibit A: Description of Work (copy available for review at the Commissioners’ Office until no longer of administrative value)
 - 8.2 Exhibit B: Project Location Map (copy available for review at the Commissioners’ Office until no longer of administrative value)

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

**9
RESOLUTION NO. 20-810**

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE BETWEEN JERRY D. LITTON, HOWARD VINCENT HARTMAN, AND NAN BEELER AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR124-6.45:

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

WHEREAS, the County Engineer recommends approval of the contracts of sale and purchase with Jerry D. Litton, Howard Vincent Hartman, and Nan Beeler for the project known as DEL-CR124-6.45;

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NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The Delaware County Board of Commissioners approves the contracts of sale and purchase with Jerry D. Litton, Howard Vincent Hartman, and Nan Beeler for the project known as DEL-CR124-6.45 as follows:

Jerry D. Litton

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

WITNESSETH: On this 14th day of September, 2020, Jerry D. Litton, Unmarried, whose address is 363 Home Road, Delaware, OH. 43015 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)
27-SH, T
DEL-CR 124-6.45

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Forty Eight Thousand Four Hundred and Three Dollars (\$48,403.00)** 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, what ever 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.

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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 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,

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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 both parties and no purposes of interpretation shall be made to the contrary.

Howard Vincent Hartman

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

WITNESSETH: On this 14th day of September, 2020, Howard Vincent Hartman, Married, whose address is 509 Home Road, Delaware, OH. 43015 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)
19-SH, T1, T2
DEL-CR 124-6.45

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Thirty Thousand Four Hundred and Sixty Dollars (\$30,460.00)** 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, what ever the

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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 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

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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 both parties and no purposes of interpretation shall be made to the contrary.

Nan Beeler

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

WITNESSETH: On this 14th day of September, 2020, Nan Beeler aka Nan Giblin Beeler whose address is 375 Home Road, Delaware, Ohio, 43015 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)
26-SH, T
DEL-CR 124-6.45

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Thirty Thousand Dollars (\$30,000.00)** 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.

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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, what ever 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

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

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RESOLUTION NO. 20-811

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR LIBERTY GRAND DISTRICT SECTION 1, PHASE A AND LIBERTY GRAND DISTRICT SECTION 1, PHASE B:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Liberty Grand District Section 1, Phase A and Liberty Grand District Section 1, Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Liberty Grand District Section 1, Phase A and Liberty Grand District Section 1, Phase B;

Liberty Grand District Section 1, Phase A

OWNER’S AGREEMENT
PROJECT NUMBER: 20012

THIS AGREEMENT, executed on this 14th day of September, 2020 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Liberty Grand District Section 1, Phase A**, further identified as Project Number 20012 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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 public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-FOUR THOUSAND DOLLARS (\$34,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance

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responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated here.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,452,300
CONSTRUCTION BOND AMOUNT	\$ 1,452,300
MAINTENANCE BOND AMOUNT	\$ 145,300
INSPECTION FEE DEPOSIT	\$ 34,000

Liberty Grand District Section 1, Phase B

OWNER’S AGREEMENT
PROJECT NUMBER: 20055

THIS AGREEMENT, executed on this 14th day of September, 2020 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Liberty Grand District Section 1, Phase B**, further identified as Project Number 20055 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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 public improvements within this subdivision.

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It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$27,800)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated here.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$347,300
CONSTRUCTION BOND AMOUNT	\$347,300
MAINTENANCE BOND AMOUNT	\$ 34,800
INSPECTION FEE DEPOSIT	\$ 27,800

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

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RESOLUTION NO. 20-812

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR COOLMORE ESTATES LOT 4653, DIVISION 1:

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

WHEREAS, Robert J. Sochor & Marilu A. Sochor have submitted the Plat of Subdivision ("Plat") for Coolmore Estates Lot 4653, Division 1 and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Concord Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on August 6, 2020; and

WHEREAS, the Delaware County General Health District has reviewed said Plat for conformance with its Regulations and approved said Plat on August 5, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat for conformance with its Regulations and

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approved said Plat on August 5, 2020; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 10, 2020; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 12, 2020; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on August 28, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Coolmore Estates Lot 4653, Division 1.

Coolmore Estates Lot 4653, Division 1

Situated in the Township of Concord, County of Delaware, State of Ohio, located in Virginia Military Survey No. 2365 and being all of Lot 4653 Coolmore Estates, as delineated and recorded in Plat Cabinet 1, Slide 478-478A conveyed to Robert J. Sochor & Marilu A. Sochor. Cost: \$6.00.

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

12

RESOLUTION NO. 20-813

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles or other conveyances and maintain them for the use of the county engineer and the county engineer’s assistants when on official business; and

WHEREAS, the County Engineer’s Office (the “Engineer”) has a need for a Lo Riser Trailer for use in performing the office’s official duties; and

WHEREAS, the Engineer has been unable to locate the desired trailer through a participant in the State of Ohio’s cooperative purchasing program; and

WHEREAS, the Engineer has located the desired trailer through a dealer at a price below the competitive bidding threshold;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the purchase of one Lo Riser 16000# Payload Capacity Trailer from Advance Metalworking Company, Inc., for a total price of \$24,124.00.

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

13

RESOLUTION NO. 20-814

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct highway improvements to Home Road (Project ID: DEL-CR124-6.45) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Home Road in Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and

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any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Scott M. Schisler	14-SH, T	\$11,604.00
Christopher W. Duger & Tiffany E. Adair	15-SH, T	\$6,822.00
David A. Baldwin & Bethany J. Baldwin	16-SH, T1, T2	\$40,429.00
Yong Hwang & Myoung Suk Hwang	20-SH, T1, T2	\$9,246.00
Timothy Huff & Kelly Huff	25-SH, T	\$30,997.00
Mark S. Litton	28-SH, T	\$55,522.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Staff Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

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RESOLUTION NO. 20-815

IN THE MATTER OF APPROVING THE 2021 HEALTH INSURANCE RENEWAL WITH THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to continue the group health insurance coverage for Delaware County employees for 2021; and

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2021; and

WHEREAS, the County Administrator and the Deputy County Administrator recommend accepting the Medical PPO Plan 1D and the prescription drug Plan 2D renewal rates for 2021 from CEBCO;

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

Section 1. The Board hereby approves the following renewal rates for 2021 (Medical PPO Plan 1D and Rx Plan 2D) from CEBCO:

DELAWARE COUNTY RENEWAL FOR 2021

Delaware County will provide the Medical PPO Plan 1D and Anthem Rx Plan 2D designs for 2021 for eligible employees. The 2021 CEBCO monthly renewal rates are:

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2021 Monthly Renewal Rate	Medical PPO Plan 1D	Anthem RX Plan 2D	Total
Employee	\$616.14	\$174.07	\$790.21
Employee + Spouse	\$1,357.36	\$383.49	\$1,740.85
Employee + Child(ren)	\$1,107.20	\$312.82	\$1,420.02
Employee + Family	\$1,848.42	\$522.22	\$2,370.64

Rates for the Employer / Employee Contribution for the Medical PPO Plan1D and Anthem RX Plan 2D will be determined in a separate resolution.

Section 2. The Board of Commissioners hereby authorizes the Deputy County Administrator to execute the documents necessary to fulfill the 2021 renewal requirements with CEBCO.

(Documents available in the Administrative Services Department until no longer of administrative value.)

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

**15
RESOLUTION NO. 20-816**

IN THE MATTER OF SENDING NOTICE TO AT&T MOBILITY, c/o GPD GROUP, THAT ITS PROPOSED TELECOMMUNICATIONS TOWER IN RADNOR TOWNSHIP SHALL BE SUBJECT TO SECTIONS 303.01 TO 303.25 OF THE REVISED CODE AND THE DELAWARE COUNTY ZONING RESOLUTION:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has adopted the Delaware County Zoning Resolution (the “Zoning Resolution”); and

WHEREAS, Section 6.04 of the Zoning Resolution sets forth the procedure for regulation of telecommunications towers, pursuant to section 303.211 of the Revised Code; and

WHEREAS, pursuant to Section 6.04 of the Zoning Resolution and section 303.211 of the Revised Code, any person proposing to construct a telecommunications tower shall provide written notice thereof to the board of township trustees, adjacent property owners, and this Board; and

WHEREAS, the board of township trustees or adjacent property owners may submit written objections to the proposed telecommunications tower within fifteen days of the date of the written notice; and

WHEREAS, within five days after the receipt of written objections, this Board shall submit a written notice to the person proposing to construct the telecommunications tower that the tower shall be subject to sections 303.01 to 303.25 of the Revised Code and the Zoning Resolution; and

WHEREAS, the Board has received a written objection from a property owner objecting to the construction of a telecommunications tower by AT&T Mobility on property along Watkins Road, in Radnor Township, Delaware County, bearing Parcel Number 620-300-01-006-000;

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

Section 1. The Board hereby acknowledges receipt of an objection to the proposed construction of a telecommunications tower by AT&T Mobility, said objection having been received within fifteen days of the date of the written notice sent by GPD Group on behalf of AT&T Mobility.

Section 2. Based on the timely objection, the Board hereby declares that the telecommunications tower that AT&T Mobility proposes to construct in Radnor Township, Delaware County, shall, as of September 14, 2020, be subject to sections 303.01 to 303.25 of the Revised Code, specifically the power conferred by section 303.211(B)(2) of the Revised Code, and the applicable provisions of the Zoning Resolution.

Section 3. The Board hereby directs the Clerk of the Board to, this day, send a certified copy of this Resolution, along with a copy of the objection received, to AT&T Mobility, c/o Brad Laucher, P.E., GPD Group, 520 South Main Street, Suite 2531, Akron, OH 44311.

Section 4. This Resolution shall be effective immediately upon adoption.

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

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ADMINISTRATOR REPORTS**

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Mike Frommer, County Administrator
-Starting on the 2021 Budget information.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Help for electricity bill payments is available thru Bridges Community Action (740-369-3184) until September 30, 2020.

-There is a new Saint Vincent DePaul's men's shelter opening in the City of Delaware.

-DKMM will hold their recycling and policy meetings tomorrow via Zoom.

Commissioner Benton

-Will be on a JobsOhio call this afternoon.

-The Investment Committee will meet this Thursday morning.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners