

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 7, 2020**

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

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

10:00 A.M. Hearing For Vacation Of A Never Improved Unnamed Alley, Located At 3238 Radnor Road, Radnor, Ohio, Delaware County, Ohio Between Lots 8 And 9, In Radnor Township (Public Participation In This Hearing, Will Be Taking Place Only By Virtual Means)

1
RESOLUTION NO. 20-1094

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 3, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 3, 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 Aye Mrs. Lewis Aye Mr. Benton Aye

2
RESOLUTION NO. 20-1095

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1204 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1204:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1204, memo transfers in batch numbers MTAPR1204 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Altman Co (P2000872)	Historic Court House	42011438-5410	\$ 13,642.30
Ameriflex (P2001834)	Employee Program	60211925-5370	\$ 45,000.00
MetLife (P2001831)	Insurance	60211902-5370	\$ 20,000.00

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

3
RESOLUTION NO. 20-1096

IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2021 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

RESOLVED, that the Delaware County Board of Commissioners shall meet in regular session at 9:30AM on Monday and 9:30AM on Thursday of each week at their Office at 91 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by Noon on the Monday preceding the Monday session and on Thursday at Noon preceding the Thursday session.

BE IT FURTHER RESOLVED, that when the Board of Commissioners attends advertised required viewings

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of locations concerning petitions filed under Ohio Revised Code (i.e. Ditch Petitions, Road Alterations, etc.), the Clerk to the Board or, in the absence of the Clerk to the Board, the Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings that may serve as the official record of the Board’s proceedings at the viewing.

BE IT FURTHER RESOLVED, that notification of all special meetings, except those requiring immediate emergency action of the Delaware County Board of Commissioners, shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

BE IT FURTHER RESOLVED, that special meetings may be called upon the direction of the President of the Board of Commissioners or by the request of any two members of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the normal business hours/office hours for the Office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year’s Eve Day (office closes at noon), New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

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

**4
RESOLUTION NO. 20-1097**

IN THE MATTER OF ESTABLISHING A REASONABLE METHOD WHEREBY THE PUBLIC MAY DETERMINE THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS OF THE BOARD AND THE TIME, PLACE, AND PURPOSE OF ALL SPECIAL AND EMERGENCY MEETINGS OF THE BOARD:

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

WHEREAS, pursuant to R.C. 121.22(F), the Board of County Commissioners, Delaware County, Ohio (“Board”) is required, by rule, to establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings of the Board and the time, place, and purpose of all special meetings of the Board; and,

WHEREAS, the Board also desires, consistent with R.C. 121.22(F), to establish a reasonable method whereby any person may determine the time, place, and purpose of all emergency meetings of the Board;

NOW, THEREFORE, BE IT RESOLVED:

Pursuant to R.C. 121.22(F), the Board establishes and provides notice of the following schedule for all regular meetings of the Board held in 2021 and sets the following rules for providing notice of all special and emergency meetings of the Board held in 2021:

1. All regularly scheduled meetings of the Board held in 2021 shall be held in accordance with the following schedule:
 - Time: 9:30AM
 - Days/Dates: On Monday and on Thursday of each week except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.
 - Place: 91 N. Sandusky Street, Delaware, Ohio 43015
2nd Floor Hearing Room
2. The Clerk shall immediately publish the above time, days/dates, and place of all regularly scheduled meetings one (1) time in the Delaware Gazette.
3. The Clerk shall also continually post the above time, days/dates, and place of all regularly scheduled meetings in at least one (1) prominent public location in the Board’s office and on the Board’s website.
4. Any person, upon request made to the Clerk, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Advance notification shall be provided in any reasonably requested manner to include, but not limited to, providing notice and the agenda by email sent to an email address provided by the requestor. The Clerk shall maintain a list of all persons requesting such notification.

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5. The Clerk shall also maintain a list of news media requesting notification of meetings.
6. The Clerk shall provide notice of the time, place, and purpose of all special meetings of the Board as follows:
 - A. Provide at least twenty-four (24) hours' advance notice via email to the news media that have requested notification;
 - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide advance notice to such requesting person in the manner requested;
 - C. Prominently post advance notice of the meeting in the Board's office; and
 - D. If the Board specifically requests notice be published, publish notification as directed by the Board.
7. Any member or members of the Board calling an emergency meeting of the Board shall immediately provide notice of the time, place, and purpose of the emergency meeting as follows:
 - A. Provide notice via email to the news media that have requested notification;
 - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide notice to such requesting person in the manner requested; and
 - C. Prominently post notice of the meeting in the Board's office.
8. If a meeting is cancelled, the Clerk shall provide notice of the cancellation by prominently posting a notice of the cancellation in the Board's office and on the Board's website and by sending notice via email to the news media that have requested notification.
9. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.
10. This Resolution shall be in full force and effect immediately upon adoption.

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

5
RESOLUTION NO. 20-1098

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY DECEMBER 24, 2020; THURSDAY DECEMBER 31, 2020; MONDAY JANUARY 4, 2021; AND THURSDAY JANUARY 7, 2021:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the Commissioners' sessions scheduled for Thursday December 24, 2020; Thursday December 31, 2020; Monday January 4, 2021; and Thursday January 7, 2021.

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

6
RESOLUTION NO. 20-1099

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling Litter Prevention Office
2021**

This agreement made the 15th day of December 2020, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 117 East High Street, Suite 257, Mount Vernon, Ohio 43050, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio 43015.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint

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four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on July 30, 2019.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Chapter 6 and as detailed programs in Appendix I of the amended plan.

WHEREAS, Chapter 6 and Appendix I of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District's special collection programs, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$78,535.00 for fulfillment of obligations listed in Exhibit #1. It is expected that a minimum of \$1,000 must be used to advertise the special collection events. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on the annual program report forms and must outline what was spent on advertising the special collection events.

2. Term

The term of this agreement shall commence on January 1, 2021 and terminate on December 31, 2021.

3. Payments

The District shall disburse the contract amount of \$78,535.00, subject to availability, per Delaware County in four quarterly payments as described: 30% January 2021; 25% April 2021; 25% July 2021; and 20% October 2021.

4. Allowables

a. Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.

b. Personnel: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract, unless approved by the District Board. Any CRLPO utilizing a family insurance plan will receive a stipend of \$3,000 to be used to help offset the additional health insurance cost. These funds will be included in the total contract amount for those counties that qualify and should be utilized for programmatic expenses.

c. Contracts: costs for any outside services used by the CRLPO to help them meet the responsibilities outlined in Exhibit #1.

d. Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.

e. Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, public area recycling collection containers such as Clear Stream Containers and signage, etc.

f. Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. - including registration and attending costs for in- state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.

g. Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, computer, etc.

h. Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.

i. Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories as: memberships, subscriptions, etc.

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5. Reporting

The CRLPO agrees to file a copy of their annual program status reports with the District on forms prescribed by the District (Exhibits #2 - #5). The President of the Board of County Commissioners shall sign the Program Status Report. Only reports filed according to this schedule will be reported to the District Board. The report is due on the following date.

<u>Dates Covered</u>	<u>Report Due</u>
January 1 - December 31	January 31, 2022

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 28, 2022. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the end of year report that is submitted to the District. The District will remit any unused funds into the Reimbursement Account #952.1620.40909 for future use by any District program. If the described equipment or machinery set forth in Exhibit #3 is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account #952.1620.40909 for future use by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than those listed in Section V of the District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**Exhibit #1
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2021 Agreement for Implementation.

CRLPO will submit a 2021 budget and marketing plan no later than January 15, 2021. These documents will outline the intended programs and associated expenses along with a general timeline for implementation for the 2021 program year. A format will be provided by DKMM for the marketing plan.

Program Focus Areas for 2021

Contamination Reduction (Delaware and Morrow) Focus will be placed on reducing the contamination found in the county recycling drop-off containers. An educational program(s) focused on "recycling right" should be developed and implemented this contract term. This should include at a minimum, adult education workshops on the basics of recycling and the development of a simply worded handout on where and what to recycle. Face to face multi-day survey/education effort must occur at a minimum of one site with the worst contamination. Volunteers and staff should be used to meet this criterion. Additional programs and ideas should be developed based on the specific county need(s).

Backyard Composting Education (Knox and Marion) Work in conjunction with the master gardener program to develop and implement composting educational workshops that encourage and increase the amount of residents

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composting.

Working with Largest City/Village Work with the largest city/village officials to build relationships and provide education to residents on curbside programs. This can be done via water bill inserts and/or a direct mailing once a year. Regular contact should be made with municipal officials with an ultimate goal of encouraging more residents to participate in the curbside program and reducing contamination.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below (format provided by DKMM)
- c) Submit an up to date inventory of all DKMM purchased equipment. This should be an ongoing list as an excel spreadsheet that is updated annually
- d) Regularly maintain a website with at least a Comprehensive Resource List and Inventory as outlined in the Plan on page L-3.
- e) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs with a focus on adult audiences
- f) Meet quarterly with your Advisory Council/Board
- g) Provide articles and pictures for District newsletters, website and annual reports
- h) Regularly attend District-CRLPO meetings
- i) Be in attendance at special collection event(s)
- j) All marketing and educational material must state something similar to "Recycling and Litter Prevention Program funded by the DKMM Solid Waste District" or display the DKMM logo.

Residential Audience

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an Infrastructure Inventory (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards).
- b. Annually update Residential Recycling Guide and make available on your website and in print
- c. Drop-off Inventory-once a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed and report to the District.
- d. Ensure drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself. Illegally dumped items and litter should be taken care of within 24 hours.
- e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details to free sources (fliers and PSA provided by the District); spend at least \$1,000 advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data as needed. Must be in attendance at event(s).
- f. Promote the use of drop-off and curbside recycling programs as well as outline what is recyclable in each program.
- g. Promote the use of yard waste facilities as well as backyard composting (Don't Bag It).

Commercial Businesses and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc. (school recycling that is lead by school and not students).

- a) Conduct waste audits at businesses, industries, schools and government institutions and nominate them for a Green Business Award through DKMM.
- b) Distribute and make available on your website "A Guide for Waste Disposal and Recycling for Business".
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- e) Ensure recycling at all county buildings.
- f) Work with vendors and fair board to develop and implement vendor and public recycling at county fair and other community fairs/festivals.
- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

Communities and Elected Officials Audience

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Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) Annual Curbside Inventory of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Work with a minimum of one community to obtain curbside program participation and performance data.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities (send them newsletter articles or materials to be posted on their websites).
- e) Provide recycling at community events (local festivals etc.) through the development of a clear stream recycling container loan program.

School Age Youth Audience

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead).

Industry Audience

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- c) Conduct waste audits at businesses, industries, schools and government institutions and nominate them for a Green Business Award through DKMM.
- d) Distribute and make available the Business Waste Guide.

Exhibit #2

Report Cover Page

REPORT DUE: January 31, 2022

COUNTY: _____ DATE OF REPORT: _____

ITEMS TO BE INCLUDED WITH THE REPORT

- A. Auditors Report dated 12-31-21.
- B. Detailed explanation of expenditures on the Financial Report provided.
- C. Itemized listing of purchase orders carried into 2022.
- E. Detailed explanation of activities on the Activity Report provided.
- D. An up to date inventory list.
- E. Disposal of Equipment Form as provided (if applicable).

REVENUE

1. Unexpended balance on 1-1-2021	\$ _____
2. Total DKMM Funds received year to date	\$ _____
3. Miscellaneous Reimbursements 2021 (workers comp. refunds etc.)	\$ _____
4. Total DKMM Funds Available (add lines 1, 2, 3)	\$ _____

EXPENDITURES (totals from the Financial Report)

Salaries	\$ _____
Fringe Benefits	\$ _____
Contracts	\$ _____
Equipment	\$ _____
Supplies	\$ _____
Advertising (general)	\$ _____
Event Advertising (minimum \$1,000)	\$ _____
Awards	\$ _____
Travel	\$ _____
Other	\$ _____

Total DKMM Funds Available (line 4 above)	\$ _____
Total All Expenditures 2021	\$ _____

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Total of Purchase Orders Carried into 2022 \$
* Unencumbered Fund Balance \$
(unencumbered fund balance = total funds – expenditures – purchase orders carried into 2022)

* If the unencumbered fund balance is more than 10% of the total contract amount, the difference must be paid to DKMM as outlined in the agreement.

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.

Print Name President, County Commissioners

Signature Date

Report prepared by Date

[Copies of Exhibit # 3 (Financial Report), Exhibit # 4 (Activities Report), and Exhibit #5 (Disposal of Equipment and Machinery Purchased with District Funds) available in the Commissioners’ office until no longer of administrative value]

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

7 RESOLUTION NO. 20-1100

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR ECONOMIC DEVELOPMENT:

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

Transfer of Appropriation
From: 21011113-5361 Joint Economic Development/Attorney Services
To: 21011113-5001 Joint Economic Development/Compensation \$8,500.00

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

8 RESOLUTION NO. 20-1101

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY AUDITOR’S OFFICE, FACILITIES MAINTENANCE, AND SEWER DISTRICT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program (the “Program”);

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Delaware County Auditor’s Office, Facilities Maintenance, and Sewer District, for the following reasons: (1) existing motor vehicles have reached the end of their useful service lives; and (2) new motor vehicles are necessary to provide safe and reliable transportation for County employees.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Program’s Lease Agreement, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment To Master Equity Lease Agreement, and Credit Application

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With Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Vehicle Type	2021 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
Small SUV	Nissan Rogue	\$4,187.04	1	\$4,187.04
Cargo Van 3/4 Ton Medium Roof	Chevy Express 2500	\$4,980.36	1	\$4,980.36
		TOTAL	2	\$9,167.4

Delaware County Regional Sewer District Vehicles to be Leased:

Vehicle Type	2021 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
½ Ton Crew cab 4x4	RAM 1500 Classic	\$4,620.12	3	\$13,860.36
		TOTAL	3	\$13,860.36

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

**9
RESOLUTION NO. 20-1102**

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY EMS:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program (the “Program”);

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Delaware County EMS for the following reasons: (1) existing motor vehicles have reached the end of their useful service lives; and (2) new motor vehicles are necessary to provide safe and reliable transportation for County employees.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Program’s Lease Agreement, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment To Master Equity Lease Agreement, and Credit Application With Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Vehicle Type	2021 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
Midsize Sedan	Chevy Malibu	\$3,881.40	1	\$3,881.40
Minivan	Chrysler Voyager	\$4,837.92	1	\$4,837.92
		TOTAL	2	\$8,719.32

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

10

RESOLUTION NO. 20-1103

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF A BARGAINING UNIT AGREEMENT WITH INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS (IAEP), LOCAL R7-11, NAGE-SEIU:

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

WHEREAS, bargaining unit members of the Emergency Medical Services Department are represented by the International Association of EMT’s and Paramedics and Local R7-11; and

WHEREAS, a negotiated agreement between the bargaining unit and employer expired on *October 31, 2020*; and

WHEREAS, the bargaining unit and the employer recently engaged in negotiations *for* a successor agreement; and

WHEREAS, an agreement was established between the bargaining unit and the employer;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Delaware County, State of Ohio, hereby approves and authorizes the execution of the collective bargaining agreement with the International Association of EMTS And Paramedics (IAEP), Local R7-11, NAGE-SEIU, which shall be effective from November 1, 2020 through October 31, 2023:

AGREEMENT

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

11

RESOLUTION NO. 20-1104

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS:

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

Supplemental Appropriation

22711328-5001	CARES ACT HB 481/Compensation	330,436.91
22711328-5201	CARES ACT HB 481/General Supplies	(7,234.59)
22711328-5260	CARES ACT HB 481/Inventoried Tools & Equip	(40,265.32)
22711328-5320	CARES ACT HB 481/Software Licenses	(64,378.36)

Transfer of Funds

From	To	
10011102-5801	40311409-4601	50,000.00
Commissioners General/Interfund	Drainage Improvement/Interfund Revenues	
Cash Transfer		

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

12

RESOLUTION NO. 20-1105

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR SUMMERWOOD LAKES, BROOKVIEW MANOR SECTION 2, BROOKVIEW MANOR SECTION 3, AND THE RESERVE AT HIDDEN CREEK:

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

Summerwood Lakes

WHEREAS, the Engineer has reviewed the roadway construction of the road within Summerwood Lakes (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.25 mile to Township Road Number 1242, Streamside Drive; and

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WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1242, Streamside Drive, at its intersection with township Road Number 1242, Streamside Drive (loop street); and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Homewood Corporation;

Brookview Manor Section 2

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Brookview Manor Section 2 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.33 mile to Township Road Number 1700, Brookview Manor Drive;
- An addition of 0.05 mile to Township Road Number 1709, Cliff View Drive;
- Ravine View Drive, to be known as Township Road Number 1776; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1700, Brookview Manor Drive, at its intersection with Township Road Number 1776, Ravine View Drive;
- On Township Road Number 1709, Cliff View Drive, at its intersection with Township Road Number 1700, Brookview Manor Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Pulte Homes;

Brookview Manor Section 3

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Brookview Manor Section 3 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.20 mile to Township Road Number 1776, Ravine View Drive;
- Babbling Brook Court, to be known as Township Road Number 1777; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1777, Babbling Brook Court, at its intersection with Township Road Number 1776, Ravine View Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Pulte Homes;

The Reserve at Hidden Creek

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Reserve at Hidden Creek (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.05 mile to Township Road Number 1518, Killdeer Place;
- Reserve Court, to be known as Township Road Number 1778;
- Hidden Creek Loop, to be known as Township Road Number 1779; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

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- On Township Road Number 1518, Killdeer Place, at its intersection with Township Road Number 1778, Reserve Court and Township Road Number 1779, Hidden Creek Loop;

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Westport Homes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, establishes stop conditions, approves speed limits and releases sureties in accordance with the Engineer’s recommendations stated herein.

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

13

RESOLUTION NO. 20-1106

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON PEACHBLOW ROAD (COUNTY ROAD #98):

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

WHEREAS, a request has been made by the Delaware County Engineer (the “Engineer”) that the statutory vehicular speed established by section 4511.21 of the Revised Code is greater than that considered to be safe and reasonable on Peachblow Road (County Road #98) between Old Peachblow Road (County Road #98) and S. Old State Road (County Road #10) in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the section of road described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms, due to several factors identified within such investigation, the allegation that the statutory speed limit of 55 is unrealistic upon the section of road; and

WHEREAS, the Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio (the “Board”) to request that the Board, by virtue of section 4511.21 of the Revised Code request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations and to determine and declare a reasonable and safe prima facie speed limit of 50 miles per hour on Peachblow Road (County Road #98) between Old Peachblow Road (County Road #98) and S. Old State Road (County Road #10) in Delaware County, Ohio;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe speed limit on the section of road described above.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limit on the section of road described above, the Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

14

RESOLUTION NO. 20-1107

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING CONSTRUCTION SURETIES FOR NORTHSTAR SECTION 1, PHASE B AND STEITZ ROAD – HYATTS TO CLARK SHAW SECTION 1:

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

Northstar Section 1, Phase B:

WHEREAS, the roadway construction has been completed for the project known as Northstar Section 1, Phase B (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance

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period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at \$159,400 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Northstar Residential Development, LLC (the “Principal”) has provided a maintenance bond in the amount of \$159,400 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

Steitz Road – Hyatts to Clark Shaw Section 1:

WHEREAS, the roadway construction has been completed for the project known as Steitz Road – Hyatts to Clark Shaw Section 1 (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at \$23,500 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the “Principal”) has provided a maintenance bond in the amount of \$23,500 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to Nickolas M. Savko & Sons, Inc., the contractor who provided the construction bond;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing maintenance bonds for each Project and returning the construction bonds for each Project as outlined herein.

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

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RESOLUTION NO. 20-1108

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH GEORGE J. IGEL & COMPANY:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following Amendment No. 1 to the Contract with George J. Igel & Company approved under Resolution No. 18-642:

AMENDMENT NO. 1 TO CONTRACT

DEL CR 24-00.07 S. Old 3C Highway Improvement Project – Delaware County

This Amendment No. 1 to the Original Contract dated June 4, 2018, is made and entered into this 7th day of December, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and George J Igel & Company, 2040 Alum Creek Drive, Columbus, Ohio 43207 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – CHANGE ORDERS

In accordance with Article 3f. of the Original Contract, the Parties mutually agree to amend the Original Contract to include the following Change Orders:

For a total increase to the Original Contract amount of \$689,264.83, with the new Contract amount being \$6,567,507.12

ARTICLE 2 – REMAINING PROVISIONS

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

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

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RESOLUTION NO. 20-1109

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2022 FOR THE THOMAS #9 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend finalizing the construction assessments, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Thomas #9 Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners’ Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2022, the following information may be used to initiate the account:

Name: Thomas #9
Account: 2004
Organization: 21911401
Amount: \$25,000
2022 Collection: 3.0%

Maintenance Easement Description: (Map available at Engineer’s Office)

Beginning at Point A on the Dav Farms LLC parcel (Delaware County Auditor Parcel ID #61930000904000) and extending downstream to Point F at the existing concrete headwall on the Rachel B and David K Monson parcel (Delaware County Auditor Parcel ID #619300009060000)

A to B:
25 feet right of top of bank
25 feet left of top of bank

B to C
25 feet right of top of bank
15 feet left of subsurface drain

C to D
25 feet right of top of bank
25 feet left of top of bank

E to F
25 feet right of top of bank
25 feet left of top of bank

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Thomas #9 Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2022;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment. As the project’s final cost is less than the estimate, those property owners who paid in advance are due a refund as shown on the proposed final schedule of assessments.

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

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RESOLUTION NO. 20-1110

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2022 FOR THE RUDER WEST DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend finalizing the construction assessments, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Ruder West Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners’ Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2022, the following information may be used to initiate the account:

Name: Ruder West
Account: 2010
Organization: 21911401
Amount: \$8,677.24
2022 Collection: 3.0%

Maintenance Easement Description: (Map available at Engineer’s Office)

Beginning at the west road right-of-way for Sawmill Parkway approximately 2100’ north of the intersection of Sawmill Parkway and Clark-Shaw Road and extending to Clark-Shaw Road on 2970 Clark-Shaw Road and 3222 Clark-Shaw Road.

A to B
Extending right from top of bank to the road right-of-way
25 feet left of top of bank

B to C
25 feet right of top of bank
25 feet left of top of bank

C to D
25 feet right of subsurface drain
25 feet left of subsurface drain

D to E
25 feet right of subsurface drain
25 feet left of subsurface drain

D to F
25 feet right of subsurface drain
25 feet left of subsurface drain

G to H
15 feet right of subsurface drain
15 feet left of subsurface drain

I to J
15 feet right of subsurface drain
15 feet left of subsurface drain

K to L
15 feet right of subsurface drain
15 feet left of subsurface drain

M to N
15 feet right of subsurface drain
15 feet left of subsurface drain

O to P
15 feet right of subsurface drain
15 feet left of subsurface drain

Q to R
15 feet right of subsurface drain
15 feet left of subsurface drain

S to T
15 feet right of subsurface drain
15 feet left of subsurface drain

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Ruder West Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2022;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners' Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment. As the project's final cost is less than the estimate, those property owners who paid in advance are due a refund as shown on the proposed final schedule of assessments.

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

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RESOLUTION NO. 20-1111

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE OF REAL PROPERTY BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND THE TRI-TOWNSHIP BOARD OF FIRE DISTRICT TRUSTEES FOR A 2.200 ACRES, MORE OR LESS, PART OF THE REAL PROPERTY LOCATED AT 1610 STATE ROUTE 521, DELAWARE, OHIO 43015:

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

WHEREAS, the County Administrator recommends approval of the contract of sale and purchase of real property between the Board of Commissioners of Delaware County, Ohio and the Tri-Township Board of Fire District Trustees for a 2.200 acres, more or less, part of the real property located at 1610 State Route 521, Delaware, Ohio 43015;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract of sale and purchase of real property between the Board of Commissioners of Delaware County, Ohio and the Tri-Township Board of Fire District Trustees for a 2.200 acres, more or less, part of the real property located at 1610 State Route 521, Delaware, Ohio 43015:

**CONTRACT OF SALE AND PURCHASE OF REAL PROPERTY
BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND THE
TRI-TOWNSHIP BOARD OF FIRE DISTRICT TRUSTEES**

This Contract of Sale and Purchase of Real Property (the "Agreement"), is entered into this 7th day of December, 2020, by and between the Board of Commissioners of Delaware County, Ohio (the "Grantor"), and the Tri-Township Board of Fire District Trustees (the "Grantee").

RECITALS

WHEREAS, in accordance with sections 307. 10(B) of the Ohio Revised Code, Grantor may transfer real property in fee simple belonging to the Grantor and not needed for public use to another political subdivision of the state for public purposes upon the terms and in the manner that the Grantor may determine to be in the best interests of the county, without advertising for bids; and

WHEREAS, Grantor has determined that a 2.200 acres, more or less, part of the real property located at 1610 State Route 521, Delaware, Ohio 43015 (PIN 518-300-01-063-000), which the Grantor acquired by that certain Quit-Claim Deed recorded in Official Record Book 1660, Page 319, Delaware County Recorder's Office, is not needed for public use by the Grantor and has offered to transfer such part of the real property to the Grantee for Grantee's public purposes, such part of the real property being more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Subject Property"); and

WHEREAS, in accordance with section 507.37 of the Ohio Revised Code, as incorporated by 507.371 of the Ohio Revised Code, the Grantee may construct and maintain necessary buildings for fire-fighting and fire and rescue purposes and has determined that it shall utilize the Subject Property for the sole purpose of constructing and maintaining a new fire station on Bowtown Road;

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, Grantor and Grantee hereby contract as follows:

1. The Grantor's transfer of the Subject Property shall be on the express condition that the Grantee shall utilize the Subject Property for the sole purpose of constructing and maintaining a new fire station for the Grantee, and any other use inconsistent with this sole purpose shall be prohibited without the Grantor's written

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consent in Grantor's sole discretion. In the event Grantee utilizes the Subject Property for another unauthorized purpose, the Subject Property shall revert to the Grantor. The Grantee shall be responsible for all costs of constructing and maintaining, and providing all utilities for, the fire station on the Subject Property, subject only to this Agreement.

2. In lieu of monetary compensation for the Subject Property, the Grantee shall grant to Grantor a lease in perpetuity for the following parts of the fire station on the Subject Property, which Grantee shall include in the construction for such use by the Grantor:

- a. Three (3) separate bunk rooms for Delaware County Emergency Medical Services ("DCEMS") personnel, with each room being approximately 100 square feet and containing individual storage lockers;
- b. Separate male and female restrooms with showers;
- c. A separate office space for DCEMS personnel, being approximately 144 square feet;
- d. One (1) pull-through apparatus bay or two (2) back-in apparatus bays, sized sufficiently for use by DCEMS emergency medic vehicle(s);
- e. Joint training facilities for 20-30 students (approximately 1,100 square feet), a joint wellness/fitness room, and a joint kitchen and dining area with unit day cabinets and refrigerators; and
- f. DCEMS logo and branding on the building beside that of Grantee.

Grantee acknowledges and agrees that Grantor's DCEMS is and shall remain the sole 9-1-1 emergency communications and emergency medical services provider within the Grantee's fire district jurisdiction and service area.

3. In further consideration under this Agreement, the Grantor shall provide to the Grantee the following services, in lieu of any rent for the lease granted pursuant to Section 2 of this Agreement:

- a. Use of the adjacent pond for fire rescue training and an access drive thereto;
- b. Use of the vehicle fuel pumps and vehicle wash facilities at the Grantor's Byxbe Campus, provided the Grantee shall reimburse the Grantor for any fuel used;
- c. Emergency medical services and ambulance transport services for the Grantee's fire service area;
- d. Non-durable* medical supplies, provided that any purchase on behalf of Grantee shall first be submitted to Grantor for review and approval (*Note: durable emergency medical services supplies and equipment and pharmaceuticals/medication shall not be provided); and
- e. Grantor's medical direction, use of Grantor's electronic patient care reporting software, and Grantor's emergency medical services certification training.

4. On the date of closing, Grantee shall pay the following:

- a. any and all conveyance fees and transfer taxes to the Delaware County Auditor that are required for the transfer of the Subject Property, if any; and
- b. the recording fee for recording the Deed (as hereinafter defined) with the Delaware County Recorder, if any.

5. The Grantor has already paid the 2020 O'Brien Ditch Maintenance Special Assessment and agrees to forego any prorated reimbursement thereof. The Grantor shall also be responsible for filing any applications necessary to receive approval of the split of Grantor's property in order to transfer the Subject Property.

6. Grantor, upon fulfillment of all the obligations and terms of this Agreement, will convey the Subject Property to the Grantee. The conveyance instrument will be a quitclaim deed (the "Deed") that quitclaims all the rights, titles and interests of the Grantor in the Subject Property. Said Deed will be delivered to Grantee at the time of consummation and closing of this Agreement.

7. The consummation and closing of this Agreement will occur on or before November 30, 2020, but the parties may agree to extend such closing date.

8. Except as may be otherwise agreed upon between the parties, Grantee will not take possession of the Subject Property until the consummation and closing of this Agreement occurs.

9. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this Agreement is executed by the parties and the date on which this Agreement is consummated and closed, the parties hereto may, with the mutual consent of both parties, elect to proceed with the consummating and closing this Agreement, in which event Grantor will restore the Subject Property to substantially the same condition it was at the time of the execution of this Agreement. If the parties do not mutually elect to proceed with the closing, the Grantor shall rescind this Agreement, in which event the parties will be released from all duties, obligations and liabilities created by this Agreement.

10. Grantor is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS,

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including all defects, known or unknown. Both Grantor and Grantee are acting at arm's length to protect their own interests, and Grantee has and will use its own independent judgment concerning the sale and purchase of the Subject Property. Grantor does not make to Grantee, and Grantor expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.

11. Except as expressly set forth herein, Grantee assumes all environmental liability and responsibility with respect to the land and its improvements.

12. Both the Grantor and the Grantee, as governmental entities, lack authority to indemnify. As such, the each party agrees to be and shall be responsible for its own actions, and/or the actions of its respective officers, employees, agents, representatives, volunteers, servants, etc., resulting from this Agreement. Each party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of its own actions in the performance of this Agreement. The Grantor and the Grantee each shall maintain for the entire duration of this Agreement self-insurance and/or general liability insurance coverage with a combined minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, and the other party shall be additional insured on such coverage. The parties shall provide proof of such insurance upon request. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

13. This Agreement may be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Grantor and Grantee.

14. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective heirs, executors, administrators, successors and assigns.

15. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if either delivered personally, delivered via nationally recognized overnight courier, or delivered by certified U.S. mail, postage prepaid and return receipt requested to the following address (or to such other address as either party may give notice of in writing):

If to Grantor: Delaware County Commissioners
101 North Sandusky Street
Delaware, OH 43015
Attention: County Administrator

If to Grantee: Board of Fire District Trustees
Tri Township Joint Fire District
c/o Chief Troy Morris
Station 332
660 Cover Rd.
Delaware, Ohio 43015

Notices shall be deemed received: (a) upon receipt if delivered by personal delivery; (b) the next day if delivered by overnight courier, or (c) upon receipt if sent by certified mail or (d) three (3) days after such notice has been placed in the mail if the receiving party has refused receipt thereof.

16. This Agreement will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures on this Agreement may be transmitted electronically (by facsimile or by scan/email) and such signatures will be deemed to constitute original signatures and have the same effect as original signatures.

17. This instrument contains the entire agreement between the parties with respect to the subject matter contained herein, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied with respect to the subject matter contained herein, other than herein set forth, shall be binding upon either Grantor or Grantee.

18. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Grantor and Grantee

IN WITNESS WHEREOF, the parties hereto, namely the Board of Commissioners of Delaware County, Ohio and the Tri-Township Board of Fire District Trustees, have executed this Agreement on the date(s) indicated immediately below their respective

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LEGAL DESCRIPTION
BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO
2.200 ACRES

Situate in the State of Ohio, County of Delaware, Township of Brown, located in Farm Lot 26, Quarter Section 3, Township 5N, Range 18W, United States Military Lands, being part of a 63.11 acre tract of land conveyed to Board of Commissioners of Delaware County, Ohio as recorded in Official Record 1660, Page 319 (all references to deeds, microfiche, plats, surveys, etc. refer to the Delaware County Recorder's Office or Engineer's Office) and being more particularly described as follows:

BEGINNING FOR REFERENCE at a 1" iron pin in a monument box found at the intersection of the centerline of State Route 521 (60 foot wide) and the centerline of Bowtown Road – County Road 84 (60 foot wide);

Thence along said Bowtown Road centerline, South 85°50'16" East, for a distance of 1352.32 feet to a MAG nail set at an angle point;

Thence continuing along said Bowtown Road Centerline, South 86°02'26" East, for a distance of 593.95 feet to a MAG nail set at the **TRUE POINT OF BEGINNING**;

Thence across said 63.11 acre tract along new dividing lines for the following five (5) courses:

- 1) **North 02°27'26" East**, for a distance of **322.40 feet** to an iron pin set, passing an iron pin set at 30.01 feet;
- 2) **South 86°02'26" East**, for a distance of **300.00 feet** to an iron pin set;
- 3) **South 02°26'19" West**, for a distance of **264.91 feet** to an iron pin set;
- 4) on a curve to the right having a **radius of 55.00 feet**, a **delta angle of 65°30'27"**, an **arc length of 62.88 feet**, and a chord length of **59.51 feet** bearing **South 40°08'46" West** to a MAG nail set;
- 5) **South 02°26'19" West**, for a distance of **9.44 feet** to a MAG nail set in the centerline of said Bowtown Road;

Thence along said Bowtown Road centerline, **North 86°02'26" West**, for a distance of **263.69 feet** to the **TRUE POINT OF BEGINNING**;

Containing a total of 2.200 acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Being a 2.200 acre part of Tax Parcel 518-300-01-063-000.

All iron pins set are 3/4" inside diameter iron pipe being 30 inches in length with a 1" yellow plastic cap inscribed "Sands Decker".

Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 by GPS observation referenced to the ODOT VRS network.

This description is based upon actual field surveys performed on November, 2020 by Sands Decker, LLC.



Steven W. Newell
Ohio Registered
Professional Surveyor 7212

06/03/2020
Date



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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-No reports.

For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in this hearing Will Be Taking Place Only By Virtual Means

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RESOLUTION NO. 20-1112

10:00AM PUBLIC HEARING FOR CONSIDERATION OF A PETITION, FILED BY THAD T. RIEGER (OF COUNSEL) FOR CHRISTOPHER HEAVILIN AND PATRICK H. HEAVILIN, FOR THE VACATION OF A NEVER IMPROVED UNNAMED ALLEY, LOCATED AT 3238 RADNOR ROAD, RADNOR, OHIO, DELAWARE COUNTY, OHIO BETWEEN LOTS 8 AND 9, IN RADNOR TOWNSHIP, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.042:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to open the hearing at 10:00 A.M..

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

18 continued

RESOLUTION NO. 20-1113

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 Mrs. Lewis, seconded by Mr. Merrell 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 Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

18 continued

RESOLUTION NO. 20-1114

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION, FILED BY THAD T. RIEGER (OF COUNSEL) FOR CHRISTOPHER HEAVILIN AND PATRICK H. HEAVILIN, FOR THE VACATION OF A NEVER IMPROVED UNNAMED ALLEY, LOCATED AT 3238 RADNOR ROAD, RADNOR, OHIO, DELAWARE COUNTY, OHIO BETWEEN LOTS 8 AND 9, IN RADNOR TOWNSHIP, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.042:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the Hearing at 10:06 AM..

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

18 continued

RESOLUTION NO. 20-1115

IN THE MATTER OF GRANTING THE PETITION, FILED BY THAD T. RIEGER (OF COUNSEL) FOR CHRISTOPHER HEAVILIN AND PATRICK H. HEAVILIN, FOR THE VACATION OF A NEVER IMPROVED UNNAMED ALLEY, LOCATED AT 3238 RADNOR ROAD, RADNOR, OHIO, DELAWARE COUNTY, OHIO BETWEEN LOTS 8 AND 9, IN RADNOR TOWNSHIP, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.042:

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

WHEREAS, pursuant to section 5553.042 of the Revised Code, a township shall lose all rights in and to any public road, highway, street, or alley which has been abandoned and not used for a period of twenty-one years, after formal proceedings for vacation as provided in sections 5553.04 to 5553.11 of the Revised Code have been taken; and

WHEREAS, on August 17, 2020, a petition (the "Petition") for vacation of a never improved unnamed alley located at 3238 Radnor Road, Radnor, Ohio, Delaware County, Ohio between Lots 8 and 9, in Radnor Township (the "Alley") was filed with the Delaware County Board of Commissioners (the "Board") by Thad T. Rieger (Of Counsel) for Christopher Heavilin and Patrick H. Heavilin, abutting landowners; and

WHEREAS, pursuant to section 5553.042 of the Revised Code, if the Board finds that the Alley has been

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abandoned and not used for a period of twenty-one years as alleged in the Petition, the Board, by resolution, may order the Alley vacated, and the Alley shall pass, in fee, to the abutting landowners, as provided by law; and

WHEREAS, the Board conducted a view of the Alley on **Monday November 16, 2020, at 1:30P.M.**, and the Delaware County Engineer provided a written report, with recommendations, regarding the Petition; and

WHEREAS, the Board held a Public Hearing on the Petition on **Monday December 7, 2020 at 10:00A.M.**, 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;

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

Section 1. The Board hereby determines that the Alley has been abandoned and not used for a period of twenty-one years and that the vacation requested in the Petition would be for the public convenience or welfare. The vacation requested is properly described as the unnamed alley between Lots 8 and 9 on the Plat of the town of Radnor, filed March 15, 1876, in Plat Book 2, Page 262, and further depicted on the Plat of Survey of record in Volume 865, Page 1235 of the Official Records in the Delaware County Recorder’s Office, a copies of which are attached to the Petition.

Section 2. The Board hereby GRANTS the Petition and declares the Alley, as described in Section 1 of this Resolution, vacated. The Alley vacated herein shall pass, in fee, to the abutting landowners, as provided by law, subject to all of the following:

- (1) Any existing right of way in, over, or under the Alley for the service facilities of any public utility or electric cooperative for as long as the public utility or electric cooperative continues to render service to the public;
- (2) The right of ingress and egress for a public utility or electric cooperative to service and maintain its service facilities as provided under section 5553.043 of the Revised Code;
- (3) The right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the right of way that may affect the operation, use, or access to service facilities;
- (4) Any right of way for public nonmotorized vehicular recreational use as provided under section 5553.044 of the Revised Code.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, and the Engineer’s report, with the Board of Trustees of Radnor Township, the Delaware County Auditor, 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 Mr. Benton Aye Mrs. Lewis Aye

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- The CCAO Winter Conference will be held (virtually) this week.
- Gave a tour of the Historic Courthouse to Garrett Comerford, a local Boy Scout.
- The Small Business Grant had 134 applicants.

Commissioner Lewis

- The Legislative Meeting was held virtually Friday afternoon. Main topics were: School funding changes and remote meetings becoming permanent.
- This week is Michigan Week

Commissioner Benton

- Part of the Legislative Update news: Capital Budget will have a reduced version of grants and broadband expansion is being discussed.
- The TID will meet Wednesday.
- Was asked to sit on the Agriculture Advisory Board
- Was asked by the Treasurer of State to Chair the Regional Advisory Board

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners