

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2021

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

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

1:30 P.M. Viewing For Consideration Of A Petition, Filed By Jennings Land Development, Llc And Others, For The Vacation Of A Portion Of The Existing McNamara Ditch And Drainage Easement And The Creation Of A New Relocated Section Of The Ditch With A New Easement

1
RESOLUTION NO. 21-307

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 15, 2021:

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 April 15, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
RESOLUTION NO. 21-308

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0416 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0416:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0416, memo transfers in batch numbers MTAPR0416 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2101606 HITTLE HOUSE	Job and Family Program FCFC	70161605-5342	\$24,750.00
PR Number	Vendor Name	Line Description	Line Account Amount
R2102849	JP MORGAN CHASE BANK NA	BOND INTEREST PAYMENTS - REFUNDING	50111117 - 5720 \$126,016.00
R2102849	JP MORGAN CHASE BANK NA	BOND PRINCIPAL PAYMENT - REFUNDING	50111117 - 5725 \$1,520,000.00
R2102850	US BANK	BOND INTEREST PAYMENTS - COURTHOUSE	50111117 - 5720 \$1,084,450.00
R2102850	US BANK	BOND PRINCIPAL PAYMENT - COURTHOUSE	50111117 - 5725 \$100,000.00
R2102851	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS - CFOA	50211119 - 5720 \$105,500.00
R2102851	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENT - CFOA	50211119 - 5725 \$770,000.00
R2102852	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - US23	50411121 - 5720 \$1,117.22
R2102852	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - US23	50411121 - 5725 \$2,907.58

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R2102852	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - SAWMILL PKWY TIF	50811125 - 5720	\$1,034.54
R2102852	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - SAWMILL PKWY TIF	50811125 - 5725	\$2,692.42
R2102853	US BANK	BOND INTEREST PAYMENTS - US23	50411121 - 5720	\$26,000.00
R2102853	US BANK	BOND PRINCIPAL PAYMENT - US23	50411121 - 5725	\$140,000.00
R2102853	US BANK	BOND INTEREST PAYMENTS - SAWMILL PKWY TIF	50811125 - 5720	\$24,100.00
R2102853	US BANK	BOND PRINCIPAL PAYMENT - SAWMILL PKWY TIF	50811125 - 5725	\$130,000.00
R2102854	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - MIDWAY GARDENS	52111140 - 5720	\$292.50
R2102854	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - MIDWAY GARDENS	52111140 - 5725	\$11,700.00
R2102854	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - CHADWICK	52211141 - 5720	\$1,084.05
R2102854	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - CHADWICK	52211141 - 5725	\$24,500.00
R2102854	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - HARDIN	52311142 - 5720	\$359.16
R2102854	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - HARDIN	52311142 - 5725	\$8,100.00
R2102855	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - ROOF A	52411143 - 5720	\$503.70
R2102855	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - ROOF A	52411143 - 5725	\$11,400.00
R2102855	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - ROOF B	52411143 - 5720	\$72.27
R2102855	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - ROOF B	52411143 - 5725	\$1,600.00
R2102856	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - WINDING CREEK	52511144 - 5720	\$1,943.22
R2102856	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - WINDING CREEK	52511144 - 5725	\$9,129.00
R2102856	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - SCOTT LATERAL	52611145 - 5720	\$2,006.21
R2102856	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - SCOTT LATERAL	52611145 - 5725	\$9,425.00
R2102856	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - HAVENS	52711146 - 5720	\$1,957.64
R2102856	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - HAVENS	52711146 - 5725	\$9,197.00
R2102857	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - FANCHER	52811147 - 5720	\$2,554.16
R2102857	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - FANCHER	52811147 - 5725	\$6,633.00
R2102857	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - RUDER	52911148 - 5720	\$1,507.23

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R2102857	FIRST COMMONWEALTH BANK	EAST BOND PRINCIPAL PAYMENT - RUDER EAST	52911148 - 5725	\$3,914.00
R2102858	US BANK	BOND INTEREST PAYMENTS - OLENTANGY CROSSING TIF	44411439 - 5720	\$15,750.00
R2102858	US BANK	BOND PRINCIPAL PAYMENT - OLENTANGY CROSSING TIF	44411439 - 5725	\$85,000.00
R2102860	US BANK	BOND INTEREST PAYMENTS - SAWMILL TAX BOND	58011181 - 5720	\$1,352,412.50
R2102860	US BANK	BOND PRINCIPAL PAYMENT - SAWMILL TAX BOND	58011181 - 5725	\$885,000.00
R2102861	US BANK	BOND INTEREST PAYMENTS - SEWER REVENUE BONDS	66311901 - 5720	\$389,862.50
R2102861	US BANK	BOND PRINCIPAL PAYMENT - SEWER REVENUE BONDS	66311901 - 5725	\$410,000.00
R2102861	US BANK	BOND INTEREST PAYMENTS - ALUM CREEK	66311901 - 5720	\$224,200.00
R2102861	US BANK	BOND PRINCIPAL PAYMENT - ALUM CREEK	66311901 - 5725	\$2,580,000.00

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

**3
RESOLUTION NO. 21-309**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF FEBRUARY 2021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer’s Report for the month of February 2021.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

**4
RESOLUTION NO. 21-310**

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM MASA RESTAURANT GROUP LLC (DBA SCRAMBLERS) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D2 and D3 liquor license request from Masa Restaurant Group LLC (DBA Scramblers); and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**5
RESOLUTION NO. 21-311**

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK OF APRIL 18th NATIONAL CRIME VICTIMS’ RIGHTS WEEK IN DELAWARE COUNTY:

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

WHEREAS, Delaware County continues its efforts to prevent and respond to crime at every level, and will never neglect to show fairness, dignity, and respect to survivors of crime, and will honor them during National Crime Victims’ Rights Week - April 18 through April 24, 2021; and

WHEREAS, Delaware County will observe National Crime Victims’ Rights Week from April 18 through April 24 by placing signs for each township on the lawn of the Delaware County Commissioners’ Office. This display will serve as a powerful reminder that victims are not alone and healing is possible. Mainstreet Delaware has invited a few people from the Victim Services Coalition to join them on their front porch for a First Friday event May 7th, 2021. There will be a putting green set up with a poster for individuals to sign showing their support to ending sexual violence;

NOW THEREFORE BE IT RESOLVED, It is with great respect that the Delaware County Commissioners express their admiration for those survivors of crime who have turned personal tragedies into triumph. As a community, we understand that crime has an impact, and we vow to demonstrate compassion and offer support for those who need it most. To those who serve -- our volunteers, law enforcement officers, prosecutors, victim service providers, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to victims helps to lessen the trauma and assist in personal recoveries... we offer our deepest gratitude.

FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, The week of April 18 through 24, 2021, is declared National Crime Victims’ Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding, and compassion.

BE IT HEREBY RESOLVED, that the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

**6
RESOLUTION NO. 21-312**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO FOR THE SPECIALIZED DOCKET SUBSIDY PROJECT FY2021:

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

WHEREAS, the Court Administrator for the Court of Common Pleas General Division recommends the First Amendment to the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County, Ohio for the Specialized Docket Subsidy Project FY2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following First Amendment to the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County:

**FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW
MENTAL HEALTH & RECOVERY SERVICES BOARD AND
THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO
SPECIALIZED DOCKET SUBSIDY PROJECT
FY2021**

This First Amendment to the Memorandum of Understanding (“First Amendment”) is entered into as of the last date signed below between the Delaware-Morrow Mental Health & Recovery Services Board (“Board”) and the Court of Common Pleas, Delaware County, Ohio (“Court”) (Board and Court collectively referred to herein as the “Parties”).

WHEREAS, the Parties previously entered into a Memorandum of Understanding (“MOU”) effective from July 1, 2020 to June 30, 2021, for the purpose of setting forth the responsibilities of the Parties for administration of a Specialized Dockets Subsidy Project (the “Project”) created through financial assistance from the Ohio Department of Mental Health and Addiction Services (“OhioMHAS”); and,

WHEREAS, recently, Board was notified by OhioMHAS of approved, additional state funding being made available to Court for administration of the Project, in the amount of \$5,172.00; and,

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WHEREAS, the Parties desire to add and incorporate this additional funding of \$5,172.00 into the MOU; and,

WHEREAS, the Parties hereby agree to enter this First Amendment as contemplated by Section 9 of the MOU.

NOW THEREFORE, the Parties agree as follows:

1. The Parties hereby agree to include an additional \$5,172.00 made available by OhioMHAS to the Court, which will provide support for the Court’s specialized mental health docket.
2. The Parties understand and agree that all invoicing, payment, and reporting procedures included in the MOU remain in effect and unchanged.
3. Except as amended herein, all other terms, conditions and covenants of the MOU shall continue to remain in full force and effect.

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

7
RESOLUTION NO. 21-313

IN THE MATTER OF APPROVING A SUBSCRIPTION AGREEMENT BETWEEN CORDICO, INC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT FOR SOFTWARE SERVICES:

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

WHEREAS, the Director of Emergency Medical Services recommends approval of an agreement between Cordico, Inc., and the Delaware County Board of Commissioners, on behalf of the Delaware County Emergency Medical Services Department, for software services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement between Cordico, Inc., and the Delaware County Board of Commissioners, on behalf of the Delaware County Emergency Medical Services Department, for software services:

CORDICO SUBSCRIPTION AGREEMENT

This Cordico Subscription Agreement ("Agreement") is by and between CORDICO INC (a Delaware Corporation) headquartered at 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670 ("Cordico"), and the Delaware County Board of Commissioners (on behalf of Delaware County Emergency Medical Service Personnel) located within the State of Ohio. ("Subscriber"). This Agreement is enforceable as of the date it is signed by both parties, with an effective date of April 15, 2021 (the "Effective Date"), subject to the Terms and Conditions below.

1. **Software as a Service (SaaS).** Cordico provides wellness software as a service (the "Service"), as more fully described in Exhibit A hereto, where a software application (the "app") is a mechanism to deliver Cordico's content and related wellness services. Cordico will provide the Service throughout the Term, as defined below.
2. **Compensation and Billing.** Subscriber shall pay Cordico an annual subscription fee of \$45,000.00 per year (the "Subscription Fee"). The Subscription Fee for the Initial Term, as defined below, shall be invoiced as of the Effective Date, with payment due within thirty (30) days. The Subscription Fee for each Renewal Term, as defined below, will be invoiced on the anniversary of the Effective Date, with each payment due within thirty (30) days. The Subscription Fee covers all costs related to the app including build, design, licensing, maintenance, and updates. Cordico reserves the right to increase pricing for subsequent Contract Years; provided, however, Cordico shall provide Subscriber with written notice of any increase in pricing at least sixty (60) days prior to the end of the then-applicable Term.
3. **Term.** The Term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew in additional one-year increments (each, a "Renewal Term") unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-applicable Term. The Initial Term and all Renewal Terms shall collectively comprise the "Term" of this Agreement.
4. **Termination.** This Agreement may not be terminated during the Initial Term. However, this Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any material obligation or remedy any material default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against

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it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

5. Independent Contractor. The parties acknowledge and agree that Cordico is an independent contractor and that the relationship between Cordico and Subscriber is not that of employee and employer. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits.

6. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

7. Intellectual Property. All materials and content delivered by the Service, including but not limited to all object and source code, all data created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Service that is not specifically provided by Subscriber (collectively "Cordico Content") is the proprietary intellectual property of Cordico and/or its suppliers or licensors. Subject to this Agreement and any other applicable agreement between Cordico and Subscriber, Subscriber is granted an exclusive limited right to access and use the Service in accordance with this Agreement. In the event this Agreement is terminated, or Subscriber ceases to be an active Cordico customer, Subscriber shall lose access to the Service and to all Cordico Content, and shall discontinue all use of Cordico Content for any purpose at the time of termination. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any other rights or license to Cordico's confidential information, confidential materials, trade secrets or intellectual property rights, whether by estoppel, implication or otherwise. The Service and all Cordico Content is protected to the maximum extent permitted by trademark, copyright, and patent laws. Subscriber may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Subscriber acknowledges that a breach or threatened breach of this section may cause Cordico to suffer irreparable harm and injury such that no remedy at law will adequately compensate Cordico. Cordico shall have the immediate right to injunctive relief with respect to such breach or threatened breach in addition to any other available remedy or relief.

8. Warranty; Limited Liability. Cordico warrants that the Service shall function as intended throughout the Term, but makes no other warranty of any kind with respect to the Service or software provided under this Agreement. In no event shall either party, or any of its affiliates, parents, subsidiaries, including such entities' officers, agents, members, managers, or employees, be liable for any indirect, special, incidental, or consequential damages (including without limitation lost profits and attorney's fees and costs of suit) of any kind, regardless of the basis on which such damages are claimed.

9. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and it supersedes all prior agreements, understandings, negotiations, and proposals (whether written or oral) concerning the subject matter of this Agreement.

10. Amendment. This Agreement may not be amended except in a writing signed by both parties.

11. Assignment. Neither party shall, without the prior written consent of the other, assign the benefit or in any way transfer its obligations under this Agreement. Notwithstanding the foregoing, Cordico may assign this Agreement, without Subscriber's prior written consent, to any purchaser of all or substantially all of Cordico's assets, or to any successor by way of merger, consolidation, or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their respective parents, successors, assigns, and affiliates.

12. Severability. If any section of this Agreement is held to be invalid, the remaining sections will not be affected.

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13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, not including its choice of law rules.

14. Disputes; Choice of Forum. In the event of any dispute between the parties to this Agreement, the parties shall attempt in good faith to mediate and resolve the dispute without legal action. In the event the dispute cannot be resolved by mediation, any proceedings to enforce the terms of this Agreement or arising out of or related to the subject matter of this Agreement shall be commenced solely in the courts of Delaware County, Ohio, or, if that court lacks jurisdiction over the subject matter of the litigation, in the United States District Court for the Southern District of Ohio.

15. Attorneys' Fees and Costs. Each party in any suit or action to enforce the terms of this Agreement or arising from the subject matter of this Agreement shall bear and be responsible for its own attorneys' fees and costs of suit.

16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

17. Intellectual Property Infringement; Indemnification. Cordico shall indemnify and defend Subscriber, and its elected officials and employees, against any third party claim(s) that the Service/app, or its use by Subscriber, infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and shall promptly pay the amount of any resulting adverse final judgment (or settlement to which Cordico consents). Subscriber shall notify Cordico promptly in writing of the claim and give Cordico sole control over its defense or settlement; provided, however, Cordico may not agree to any settlement that requires payment or adversely impacts Subscriber without Subscriber's prior written approval. Subscriber agrees to provide Cordico with reasonable assistance, cooperation, and information in defending the claim at Cordico's expense.

Cordico's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on Subscriber's: (a) use of a previous version of the Service/app and the claim would have been avoided had Subscriber installed and used the current version of the Service/app, and Cordico provided notice of that requirement to Subscriber; (b) combining the Service/app with any product or device not provided, contemplated, or approved by Cordico; (c) altering or modifying the Service/app, including any modification by third parties at Subscriber's direction or otherwise expressly permitted by Subscriber; (d) use of the Service/app in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Service/app after Cordico notifies Subscriber to discontinue use due to such a claim.

If Cordico receives information concerning an infringement or misappropriation claim related to the Service/app, Cordico may, at its sole expense and without obligation to do so, either: (a) procure for Subscriber the right to continue its use; modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Subscriber will stop running the allegedly infringing Service/app immediately. Alternatively, Cordico may decide to litigate the claim to judgment, in which case Subscriber may continue to use the Service/app consistent with the terms of this Agreement.

If an infringement or misappropriation claim is fully litigated and Subscriber's use of the Service/app is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Cordico consents), Cordico shall, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate Subscriber's subscription and refund the prorated remainder of the Subscription Fee paid for the infringing Service/app. Cordico shall pursue those options in the order listed herein. Any modification or replacement, as contemplated in this Section, shall substantially conform to the Agreement and not result in a material degradation of performance. This Section provides Subscriber's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

Contact information for billing, notices, and customer support are as follows:

CORDICO INC. Billing Information:
Address:
Email: info@cordico.com
2377 Gold Meadow Way
Suite 100
Gold River, CA 95670
Phone/Fax: (844) 267-3426
CORDICO INC. FEIN Tax ID: 82-4323038

Subscriber Billing Information:
Contact Name: Linda O'Rourke
Address: Delaware County EMS
10 Court Street
Delaware, Ohio 43015
Phone/Fax: 740-833- 2162
Email: emsadmin@co.delaware.oh.us

EXHIBIT A

Software. Cordico will develop a customized mobile wellness app branded for Subscriber¹. Cordico will own the app and the underlying technology and will provide the customized mobile wellness app to Subscriber's designated recipients within 120 days of the final execution of this Agreement, provided that Subscriber or its

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designee provides Cordico with the necessary image files, contact information, and additional input necessary to complete the app in a timely manner. The app shall contain a variety of content and features, generally including the following:

- Customized iPhone (iOS) and Android Apps
- Confidential Access
- Adverse Childhood Experiences
- Alcohol Abuse
- Anger Management
- Anxiety, Worry, and Panic
- Behavioral Health Tools
- Brain Health and Cognitive Strength
- Chaplain Support (as applicable)
- Compassion Fatigue
- Critical Incidents
- Depression
- Emotional Health
- Emotional Survival (Dr. Kevin Gilmartin)
- Family Support
- Financial Fitness
- Grief and Loss
- Healthy Habits
- Injury Prevention
- Local Resources (as applicable)
- Marriage Guidance Mental Toughness
- Mindfulness
- Moral Injury
- New Hire: Keys to Wellness
- Nutrition
- Parenting Tips
- Peak Performance
- Peer Support (as applicable)
- Physical Fitness
- Posttraumatic Stress
- Psychological First Aid
- Push Notifications (optional)
- Relationship Success
- Resilience Development
- Retirement: Getting Prepared
- Self-Care Checklists
- Sleep Optimization
- Stress Management
- Stress Response
- Substance Abuse
- Suicide Prevention
- Supporting Children Who Fear for Your Safety
- Therapist Finder with Geo-Location (as applicable)
- Trauma
- Wellness Self-Assessment Tools
- Wellness+ Technology Updates
- Wellness Videos
- Work-Life Balance

Software Support. In addition to provision of its software, Cordico provides the following support:

1. Hosting. Cordico will host the backend that delivers the content that is accessed in the app.
2. Admin Portal. Cordico will host the web admin portal that allows Subscriber to control the content on the app as well as send out push notifications.
3. Technical Upgrades. As needed, Cordico will upgrade the app so that it meets the technical requirements for the iOS and Android Operating Systems.
4. Feature and Content Upgrades. Cordico will automatically update the app with new content and features as they are developed.
5. Ongoing Support, including:
 - (a) End user support. Cordico will provide email and phone support for Subscriber's end users as they request changes to the app content.
 - (b) Technical Support. Cordico will provide email/phone support for Subscriber's end users for any technical issues.
 - (c) Training. Cordico will provide training through email, phone, or via web conferencing as needed.
 - (d) Account Manager. Cordico will assign an account manager to Subscriber to be a point of contact for support needs.
 - (e) Deployment. Cordico will help Subscriber deploy the CordicoShield solution as follows:

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- i. Installation Documents. Cordico will create a customized installation document that provides step-by-step instructions detailing how to install the iPhone and Android apps.
- ii. Training Presentation. Cordico will develop a customized training presentation that will allow Subscriber to train their end users on how to install and use their app.
- iii. Posters. Cordico will develop a customized poster that will help promote the app and provide instruction on how to install the app.

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

8

RESOLUTION NO. 21-314

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

It was moved by Mr. Benton, seconded by Mrs. Lewis 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
UT21-0084	Spectrum	Robins Road	Place cable in ROW
UT21-0085	Del-Co Water	Panhandle Road	Install road bore & waterline
UT21-0086	Spectrum	Rattlesnake Drive	Place cable in ROW
UT21-0087	Del-Co Water	South Old State Road	Road Bore & Install waterline
UT21-0088	Del-Co Water	North Old State Road	Road Bore & Install waterline

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

9

RESOLUTION NO. 21-315

IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CORDUROY PARTNERS, LLC:

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

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, Highdev II, LLC has transferred a portion of the Creekside Development to Corduroy Partners, LLC, on July 17, 2020; and

WHEREAS, Corduroy Partners, LLC, wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with Corduroy Partners, LLC:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the County of Delaware (the “County”), a political subdivision of the State of Ohio; Highdev II, LLC, an Ohio limited liability company (the “Property Owner”) and Corduroy Partners, LLC, an Ohio limited liability company (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner and the County, made effective December 28, 2017 (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA

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Act”), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to Resolution No. 17-997 adopted on September 25, 2017, the Property Owner and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain LIMITED WARRANTY DEED dated as of July 17, 2020 (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on July 17, 2020 (the “Transfer Date”) to the interest of the Property Owner (or a successor to the Property Owner) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Employee Positions”), Section 5 (“Provision of Information”), Section 7 (“Application for Exemption”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), Section 14 (“Non-Discriminatory Hiring”), Section 19 (“Validity”), Section 22 (“R.C. Section 9.66 Covenants”), Section 23 (“Annual Fee”), and Section 24 (“Notice of Vacancy”).

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Corduroy Partners, LLC
Two Miranova Place; Suite 900
Columbus, Ohio 43215

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

COUNTY OF DELAWARE, OHIO

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By: _____
Gary Merrell, President
Delaware County Board of Commissioners
Pursuant to Resolution No. 21-_____

APPROVED AS TO FORM:

Staff Attorney

PROPERTY OWNER

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

SUCCESSOR

Corduroy Partners, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF PROPERTY OWNER

The Property Owner (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Property Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Property Owner as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Property Owner that are contained in the CRA Agreement.

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name:

Title:

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement
(attached hereto)

(Copy available in the Commissioners' Economic Development Department
until no longer of administrative value)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property
(attached hereto)

(Copy available in the Commissioners' Economic Development Department
until no longer of administrative value)

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

10
RESOLUTION NO. 21-316

A RESOLUTION DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; ESTABLISHING A

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REDEVELOPMENT TAX EQUIVALENT FUND AND PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS INTO THAT FUND; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS DIRECTLY BENEFITING THE PARCELS.

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

WHEREAS, Ohio Revised Code Sections 5709.77 to 5709.80 (collectively, the “*TIF Statutes*”) authorize the legislative authority of a county, by resolution, to declare the improvement to parcels of real property located within the unincorporated territory of the county to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a redevelopment tax equivalent fund for the deposit of the those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, this Board has determined to declare the improvements to certain parcels of real property, which parcels are further described in Section 1, to be a public purpose; and

WHEREAS, this Board desires to provide for the construction and/or installation of the public infrastructure improvements described in Section 2; and

WHEREAS, notice of this proposed Resolution has been delivered to the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center in accordance with and within the time periods prescribed in Ohio Revised Code Sections 5709.78 and 5709.83;

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

Section 1. Parcels of Real Property. The parcels of real property subject to the exemption granted by this Resolution are identified and depicted in **EXHIBIT A** attached hereto (each, as currently or subsequently configured, individually, a “*Parcel*” and collectively, the “*Parcels*”).

Section 2. Public Infrastructure Improvements. This Board hereby designates the public infrastructure improvements described in **EXHIBIT B** attached hereto (the “*Public Infrastructure Improvements*”) and any other public infrastructure improvements hereafter designated by resolution as public infrastructure improvements made, to be made or in the process of being made by the County that directly benefit, or that once made will directly benefit, the Parcels. With the exception of any public infrastructure improvements made to or related to any existing or future interchanges at Interstate Route 71 and US36/SR37, the Public Infrastructure Improvements shall be made within the jurisdictional boundaries of the Olentangy Local School District.

Section 3. Authorization of Tax Exemption. This Board hereby finds and determines that 75% of the increase in assessed value of each Parcel subsequent to the effective date of this Resolution (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in Ohio Revised Code Section 5709.77(D)) is hereby declared to be a public purpose and shall be exempt from taxation in accordance with Ohio Revised Code Section 5709.78(A) for a period commencing for each Parcel with the first tax year that begins after the effective date of this Resolution and in which an Improvement attributable to a new structure on that Parcel first appears on the tax list and duplicate of real and public utility property were it not for the exemption granted by this Resolution and ending on the earlier of (a) ten (10) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. The real property tax exemption granted pursuant to this Section and the payment obligation established pursuant to Section 4 are subject and subordinate to any real property tax exemption granted pursuant to Sections 3735.65 to 3735.70 or Sections 5709.61 to 5709.69 of the Ohio Revised Code.

Section 4. Service Payments. Pursuant to Ohio Revised Code Section 5709.79, the owner of each Parcel is hereby required to and shall make service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Delaware County, Ohio (the “*County Treasurer*”) on or before the final dates for payment of real property taxes. The service payments in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3 of this Resolution, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reductions required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), shall be allocated, distributed and deposited in accordance with Section 6 of this Resolution.

Section 5. TIF Fund. This Board hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.80, the Berlin Business Park Tax Equivalent Fund (the “*TIF Fund*”). The TIF Fund shall be maintained in the custody of the County and shall receive all distributions to be made to the County pursuant to Section 6 of this Resolution. Those Service Payments and Property Tax Rollback Payments received by the County with respect to the Improvement of each Parcel and so deposited pursuant to Ohio Revised Code Section 5709.80 shall be used solely for the purposes authorized in the TIF Statutes or this Resolution. The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining

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therein transferred to the County's General Fund, all in accordance with Ohio Revised Code Section 5709.80.

Section 6. Distributions. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments to the County for further deposit into the TIF Fund for (a) payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any securities of the County issued to pay or reimburse financing costs or costs of those Public Infrastructure Improvements and (b) any other lawful purpose.

All distributions required under this Section 6 are requested to be made at the same time and in the same manner as real property tax distributions.

Section 7. Further Authorizations. The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Economic Development Director, the Clerk of this Board and other County officials, as appropriate, are each authorized and directed to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments and to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Resolution.

Section 8. Non-Discriminatory Hiring Policy. In accordance with Ohio Revised Code Section 5709.832, this Board of Commissioners hereby determines that no employer located in the Parcels shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry. The County shall include a non-discriminatory hiring policy covenant in any development agreement entered into between the County and any owner or developer of any Parcel.

Section 9. Tax Incentive Review Council. The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Section 5709.85 of the Ohio Revised Code, shall, in accordance with Section 5709.85 of the Ohio Revised Code, review annually all exemptions from real property taxation granted by this Resolution and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

Section 10. Filings with Ohio Development Services Agency. Pursuant to Ohio Revised Code Section 5709.78(H), the Economic Development Director or designee is hereby directed to deliver a copy of this Resolution to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Economic Development Director or other authorized officer of the County is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under Ohio Revised Code Section 5709.78(H).

Section 11. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 12. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

EXHIBIT A

IDENTIFICATION AND MAP OF THE PARCELS

The shaded area on the following map specifically identifies and depicts the Parcels and constitutes part of this **EXHIBIT A**. The Parcels include, without limitation, the tax parcels listed below (as they existed in the County Auditor's records on March 26, 2021).

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41811001021000	FARBER SANDRA B TRUSTEE	475 N THREE B'S & K RD	SUNBURY, OH 43074	8.332026896
41811001022000	FARBER JULIE A TRUSTEE	455 N THREE B'S & K RD	SUNBURY, OH 43074	3.521397426
41811001032000	RHODES STACY L	257 N THREE B'S & K RD	SUNBURY, OH 43074	1.204742683
41811001033000	RHODES STACY L	225 N THREE B'S & K RD	SUNBURY, OH 43074	1.017654299
41811001034002	SCHOTTENSTEIN HOMES LLC	SUMMIT DR	SUNBURY, OH 43074	5.067630231
41811001034003	NORTHLAKE WOODS COMMUNITY ASSOCIATION INC	N THREE B'S & K RD	SUNBURY, OH 43074	1.45552052
41811001037000	NORTHGATE COMMUNITY CHURCH INC	N THREE B'S & K RD	SUNBURY, OH 43074	1.614576938
41811001039000	DARMAN CANDACE A	121 N THREE B'S & K RD	SUNBURY, OH 43074	1.252161086
41812001012002	N OLD STATE LLC	N OLD STATE RD	DELAWARE, OH 43015	15.62932278
41812001062000	THREE BS MANAGEMENT LLC	DUNHAM RD	DELAWARE, OH 43015	2.996382688
41813001001000	SNAVELY MICHAEL A	401 DUNHAM RD	DELAWARE, OH 43015	4.965069649
41813001029000	DELAWARE COUNTY BOARD OF COMMISSIONERS	603 BIG RUN RD	DELAWARE, OH 43015	19.86323353
41814001010000	ARMSTRONG ROBERT R & RITA JEAN	100 AFRICA RD	GALENA, OH 43021	5.600546806
41821001019000	RICHARD L MEDELLIN ENTER DIAMOND RESOURCES CORP	STATE ROUTE 37 E	DELAWARE, OH 43015	4.956805313
41821001020000	COLFLESH PHILLIP A TRUSTEE	STATE ROUTE 37 E	DELAWARE, OH 43015	35.93207661
41821001022000	BERGER STEPHEN M @3	STATE ROUTE 37 E	DELAWARE, OH 43015	8.029615769
41821001022001	WIFORD DANIEL L JR & MARY A	310 ROLOSON RD	DELAWARE, OH 43015	5.326366328
41821002006000	COLFLESH TED L	STATE ROUTE 37 E	DELAWARE, OH 43015	52.00179361
41821002012001	FENNER NICHOLAS A & KOREEN D	3599 CURVE RD	DELAWARE, OH 43015	5.945280098
41821002030000	CHAPMAN PATTY LYNN & REED DAVID JOHN ET AL	STATE ROUTE 37 E	DELAWARE, OH 43015	0.633267998
41822001001001	BARROWS ROBERT G & BARBARA D	2983 STATE ROUTE 37 E	DELAWARE, OH 43015	4.95237507
41822001002000	WALLACE PERRY G & COLLEEN M	2940 BAKER RD	DELAWARE, OH 43015	3.018119153
41822001003001	SHADE ROBERT ALLEN & SCOTT ANDREW CO TRUSTEES	2851 STATE ROUTE 37 E	DELAWARE, OH 43015	3.721576198
41811001029000	RHODES STACY L	357 N THREE B'S & K RD	SUNBURY, OH 43074	2.670518153
41811001034001	NORTHLAKE WOODS COMMUNITY ASSOCIATION INC	SUMMIT DR	SUNBURY, OH 43074	3.954158906
41811001036000	DINWIDDIE MICHAEL & WIESMAN MAKENZIE M	151 N THREE B'S & K RD	SUNBURY, OH 43074	1.210556076
41811001038000	ANTHONY CLINT M	124 N THREE B'S & K RD	SUNBURY, OH 43074	1.327624185
41811001040000	MAZUR CANDACE A FKA BRICKEY CANDACE A	111 N THREE B'S & K RD	SUNBURY, OH 43074	3.223567201
41811001041000	MAZUR CANDACE	95 N THREE B'S & K RD	SUNBURY, OH 43074	3.085376356
41811001042000	MITECH VENTURES LTD	N THREE B'S & K RD	SUNBURY, OH 43074	1.423507703
41811001044001	SUNBURY PLACE LLC	11 N THREE B'S & K RD	SUNBURY, OH 43074	2.083356793
41811001044001	SUNBURY PLACE LLC	11 N THREE B'S & K RD	SUNBURY, OH 43074	2.083356793
41811001044001	SUNBURY PLACE LLC	11 N THREE B'S & K RD	SUNBURY, OH 43074	2.083356793
41811001047000	CONRAD KIMBERLY S & DAVID C TRUSTEES	6715 STATE ROUTE 37 E	GALENA, OH 43021	1.02336408
41811001048000	WILL GARY KENNETH	6501 STATE ROUTE 37 E	GALENA, OH 43021	12.50600407
41812001009002	N OLD STATE LLC	N OLD STATE RD	DELAWARE, OH 43015	14.39252248
41812001035001	SONG JEUNG R & YOUNG	4654 STATE ROUTE 37 E	DELAWARE, OH 43015	13.99328339
41812001051000	PD PAYKOFF CAPITAL INVESTMENTS LLC	285 BIG RUN RD	DELAWARE, OH 43015	58.28760288
41812001060000	BOARD OF COMMISSIONERS OF DELAWARE COUNTY OHIO	201 DUNHAM RD	DELAWARE, OH 43015	1.136573077
41813001025000	PD PAYKOFF CAPITAL INVESTMENTS LLC	DUNHAM RD	DELAWARE, OH 43015	7.149901559
41813001025002	ENGSTROM RONALD J	DUNHAM RD	DELAWARE, OH 43015	3.586128111
41813001026000	PD PAYKOFF CAPITAL INVESTMENTS LLC	DUNHAM RD	DELAWARE, OH 43015	45.15106566
41814001008000	BOARD OF COMMISSIONERS OF DELAWARE COUNTY OHIO	STATE ROUTE 37 E	GALENA, OH 43021	0.963632844

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41821001017000	COLFLESH TED L	STATE ROUTE 37 E	DELAWARE, OH 43015	20.25848843
41821001018000	DALY JOSEPH PATRICK & JOAN MARIE	STATE ROUTE 37 E	DELAWARE, OH 43015	13.91086498
41821001023000	COLFLESH TED L & JACKIE E	ROLOSON RD	DELAWARE, OH 43015	40.2078858
41821001023001	RICHARD L MEDELLIN ENTERPRISES INC & DIAMOND RESOURCES CORPORATION	ROLOSON RD	DELAWARE, OH 43015	9.82964168
41821001025000	BAUDER JAMES R	ROLOSON RD	DELAWARE, OH 43015	13.15237874
41821001028000	WELLS CHARLENE H & KAY C	CURVE RD	DELAWARE, OH 43015	18.5551708
41821001028001	YANT SCOTT E & YANT AMY L TRUSTEES	CURVE RD	DELAWARE, OH 43015	20.8951475
41821001028002	LONGHILL III WORTHINGTON LLC	CURVE RD	DELAWARE, OH 43015	21.49941369
41821002002000	CHAPMAN PATTY LYNN & REED DAVID JOHN ET AL	STATE ROUTE 37 E	DELAWARE, OH 43015	27.8917328
41821002012000	FORD RONALD D	3447 CURVE RD	DELAWARE, OH 43015	12.17283647
41822001040000	BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT	SWEENEY RD	DELAWARE, OH 43015	47.7289529
41811001020001	FARBER SANDRA B TRUSTEE	N THREE B'S & K RD	SUNBURY, OH 43074	0.812383618
41811001030000	FARBER SANDRA B TRUSTEE	N THREE B'S & K RD	SUNBURY, OH 43074	21.39887584
41811001035000	GRAHAM JEF & BRENDA	187 N THREE B'S & K RD	SUNBURY, OH 43074	1.040430614
41811001046000	MESS MARK W & AUTUMN	6765 STATE ROUTE 37 E	GALENA, OH 43021	5.034558029
41812001018000	CHOKREFF JEFFREY P & BARBARA A	429 N OLD STATE RD	DELAWARE, OH 43015	9.772196018
41812001052000	SHADE ROBERT ALLEN & ET AL	225 BIG RUN RD	DELAWARE, OH 43015	4.948137171
41812001053000	PD PAYKOFF CAPITAL INVESTMENTS LLC	BIG RUN RD	DELAWARE, OH 43015	5.340825395
41812001055000	ENTRUST GROUP IN THE	5143 STATE ROUTE 37 E	DELAWARE, OH 43015	109.4998099
41812001055000	ENTRUST GROUP IN THE	5143 STATE ROUTE 37 E	DELAWARE, OH 43015	109.4998099
41813001002000	SNAVELY MICHAEL ADAM	341 DUNHAM RD	DELAWARE, OH 43015	14.87747568
41813001021000	SIMMS BRENT R & DIANE A	1286 DUNHAM RD	DELAWARE, OH 43015	3.189259415
41813001023000	ENGSTROM RONALD J	1232 DUNHAM RD	DELAWARE, OH 43015	1.127030294
41813001025001	MILEY BRUCE A & BEVERLY K	DUNHAM RD	DELAWARE, OH 43015	3.870343536
41814001009000	LINK INIS A	6484 STATE ROUTE 37 E	GALENA, OH 43021	1.714104617
41821001004000	CHAPMAN PATTY LYNN & REED DAVID JOHN ET AL	STATE ROUTE 37 E	DELAWARE, OH 43015	19.00898058
41821001018001	OBRYAN DAVID E & RUTH A	3183 STATE ROUTE 37 E	DELAWARE, OH 43015	1.148406638
41821001024000	BAUDER JAMES R	ROLOSON RD	DELAWARE, OH 43015	25.24106469
41821002003000	JACKSON CLIFTON E	4400 STATE ROUTE 37 E	DELAWARE, OH 43015	4.970580332
41821002004000	CHAPMAN PATTY LYNN & REED DAVID JOHN ET AL	STATE ROUTE 37 E	DELAWARE, OH 43015	68.58269544
41821002008000	COLFLESH TED L	ROLOSON RD	DELAWARE, OH 43015	15.85635751
41821002009000	PATINGALE DOROTHY L	705 ROLOSON RD	DELAWARE, OH 43015	1.534030852
41822001041004	OBRIEN KENNETH JOSEPH	SWEENEY RD	DELAWARE, OH 43015	9.870836288
41811001030001	FARBER SANDRA B TRUSTEE	N THREE B'S & K RD	SUNBURY, OH 43074	3.806138357
41811001031000	FARBER SANDRA B TRUSTEE	N THREE B'S & K RD	SUNBURY, OH 43074	26.34215749
41812001011000	N OLD STATE LLC	68 N OLD STATE RD	DELAWARE, OH 43015	1.032825928
41812001054000	PD PAYKOFF CAPITAL INVESTMENTS LLC	STATE ROUTE 37 E	DELAWARE, OH 43015	9.897049875
41812001056000	P D PAYKOFF CAPITAL INVESTMENTS LLC	STATE ROUTE 37 E	DELAWARE, OH 43015	19.21137721
41812001058000	PD PAYKOFF CAPITAL INVESTMENTS LLC	STATE ROUTE 37 E	DELAWARE, OH 43015	64.99051782
41812001059000	ELZEY GUY P	339 DUNHAM RD	DELAWARE, OH 43015	9.599855024
41813001022000	ENGSTROM RONALD J	DUNHAM RD	DELAWARE, OH 43015	1.960918888
41813001024000	MILEY BRUCE A & BEVERLY K	1176 DUNHAM RD	DELAWARE, OH 43015	1.138360145
41813001027000	PD PAYKOFF CAPITAL INVESTMENTS LLC	DUNHAM RD	DELAWARE, OH 43015	24.59034356
41813001028000	PD PAYKOFF CAPITAL INVESTMENTS LLC	440 DUNHAM RD	DELAWARE, OH 43015	24.74850708

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41814001007000	BOARD OF COMMISSIONERS OF DELAWARE COUNTY OHIO	AFRICA RD	GALENA, OH 43021	2.298274644
41814001007001	BOARD OF COMMISSIONERS OF DELAWARE COUNTY OHIO	AFRICA RD	GALENA, OH 43021	1.027804681
41821001003000	CHAPMAN PATTY LYNN & REED DAVID JOHN ET AL	STATE ROUTE 37 E	DELAWARE, OH 43015	24.54637281
41821001015000	PEZZOTI BENVENUTO A TRUSTEES @ 3	STATE ROUTE 37 E	DELAWARE, OH 43015	48.94620952
41821001018000	COLFLESH TED L	STATE ROUTE 37 E	DELAWARE, OH 43015	16.9035026
41821001021000	COLFLESH TED	STATE ROUTE 37 E	DELAWARE, OH 43015	44.60084502
41821001022002	CHURCH OF GOD	ROLOSON ROAD	DELAWARE, OH 43015	15.00372111
41821002005000	CHAPMAN PATTY LYNN & REED DAVID JOHN ET AL	STATE ROUTE 37 E	DELAWARE, OH 43015	26.17569272
41821002007000	TRIGG JAMES L & LINDA R	385 ROLOSON RD	DELAWARE, OH 43015	51.48410508
41821002010000	COLFLESH TED L	ROLOSON RD	DELAWARE, OH 43015	40.24512817
41821002011000	COLFLESH TED L	ROLOSON RD	DELAWARE, OH 43015	29.57792463
41821002031000	RODDY CHARLES OWEN & SANDRA ANN	330 LACKEY OLD STATE RD	DELAWARE, OH 43015	3.320743389
41821002032000	RICKABAUGH ERIC W & DEBORAH A	244 LACKEY OLD STATE RD	DELAWARE, OH 43015	2.19726118
41822001001000	BARROWS ROBERT G & BARBARA D	STATE ROUTE 37 E	DELAWARE, OH 43015	77.66099898
41822001003000	SHADE ROBERT ALLEN & SCOTT ANDREW CO TRUSTEES	STATE ROUTE 37 E	DELAWARE, OH 43015	66.4589221
41811001043000	MITECH VENTURES LTD	6925 STATE ROUTE 37 E	SUNBURY, OH 43074	1.01045341
41811001049000	P D PAYKOFF COMPANIES LLC	6980 STATE ROUTE 37 E	SUNBURY, OH 43074	2.028899148
41811001050000	BEVERLY ANNA JANE & COLBURN MELINDA KAY TRUSTEES	6999 STATE ROUTE 37 E	SUNBURY, OH 43074	0.474003767
41812001010000	PIPER ALEXANDRA J	5905 STATE ROUTE 37 E	DELAWARE, OH 43015	0.975277862
41812001012000	SAVKO BROS PROPERTIES 36 LLC	5565 STATE ROUTE 37 E	DELAWARE, OH 43015	8.800208918
41812001012000	SAVKO BROS PROPERTIES 36 LLC	5565 STATE ROUTE 37 E	DELAWARE, OH 43015	8.800208918
41812001056801	FOOR ARCHIE E JR & JEANINE A	5361 STATE ROUTE 37 E	DELAWARE, OH 43015	19.9124009
41812001057000	SAVKO BROS PROPERTIES 37 LLC	5427 STATE ROUTE 37 E	DELAWARE, OH 43015	22.72038153
41812001057000	SAVKO BROS PROPERTIES 37 LLC	5427 STATE ROUTE 37 E	DELAWARE, OH 43015	22.72038153
41812001061000	THREE BS MANAGEMENT LLC	5744 STATE ROUTE 37 E	DELAWARE, OH 43015	5.198136063
41812001061000	THREE BS MANAGEMENT LLC	5744 STATE ROUTE 37 E	DELAWARE, OH 43015	5.198136063
41812001061000	THREE BS MANAGEMENT LLC	5744 STATE ROUTE 37 E	DELAWARE, OH 43015	5.198136063
41812001063000	THREE BS MANAGEMENT LLC	5742 STATE ROUTE 37 E	DELAWARE, OH 43015	5.492892233
41812001063000	THREE BS MANAGEMENT LLC	5742 STATE ROUTE 37 E	DELAWARE, OH 43015	5.492892233
41812001063000	THREE BS MANAGEMENT LLC	5742 STATE ROUTE 37 E	DELAWARE, OH 43015	5.492892233
41812001064000	THREE BS MANAGEMENT LLC	5760 STATE ROUTE 37 E	DELAWARE, OH 43015	5.106172703

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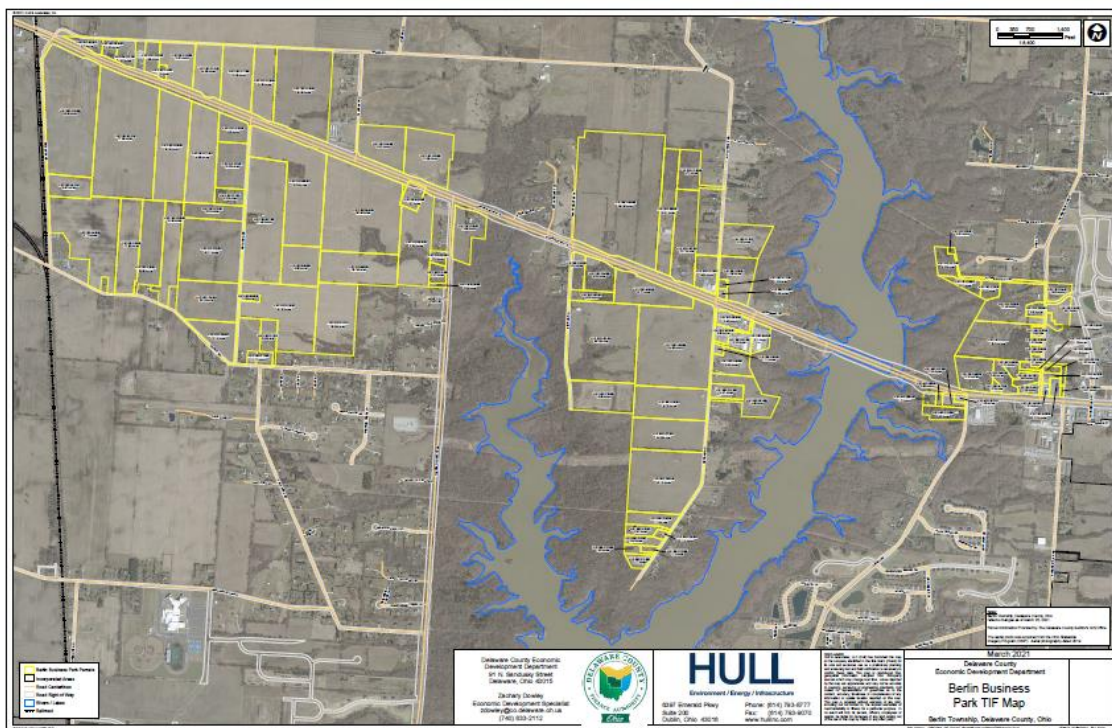


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the following: public infrastructure improvements to Sweeney Road, Curve Road, Roloson Road, Lackey Old State Road, Big Run Road, Dunham Road, Africa Road, Three B's and K Road, existing or future interchanges at Interstate Route 71 and US36/SR37, Baker Road, Plunkett Road, N. Old State Road, and other County and Township transportation and sewer public improvements benefiting the TIF district as determined in the Delaware County Board of Commissioners' sole discretion.

The Public Infrastructure Improvements also include any and all transportation oriented infrastructure improvements and sanitary sewer infrastructure improvements on or near the Parcels that will directly benefit the Parcels, along with the general TIF area, and all related appurtenances (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code) and in each case, together with transportation improvements, including constructing, reconstructing, extending, opening, widening, grading, draining, curbing, paving, resurfacing, and traffic signage and signalization, bridges or tunnels, public utilities, including water, sanitary sewer, storm sewers, storm water improvements, burial and/or relocation of utility lines, gas, electric and communications service facilities (including fiber optics), street lighting, business signage restoration or improvements, landscaping, aesthetic improvements, sidewalks, bikeways, acquisition of interests in real property, erosion and sediment control measures, and acquisition of related equipment, each together with all other necessary appurtenances thereto, which improvements will benefit the Parcels.

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With the exception of any public infrastructure improvements made to or related to any existing or future interchanges at Interstate Route 71 and US36/SR37, the Public Infrastructure Improvements shall be made within the jurisdictional boundaries of the Olentangy Local School District.

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

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RESOLUTION NO. 21-317

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR EMS:

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

Supplemental Appropriation

10011303-5345	Emergency Medical Services/Safety and Security Services	100,000.00
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Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Attended a meeting with ODOT for the second interchange (I71, 36/37) and 23 corridor study
-The State's budget substitute bill was introduced which includes full indigent defense reimbursement
-The State of the County presentation is tomorrow
-The Powell Chamber of Commerce annual dinner will be held tomorrow night
-The Land Bank will have their next meeting Wednesday afternoon

Commissioner Lewis
-No reports.

Commissioner Merrell
-Commissioner Benton summarized upcoming events efficiently
-Tomorrow is the State of the County.

RESOLUTION NO. 21-318

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of compensation of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 21-319

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

**KENNY MCDONALD, PRESIDENT AND CEO OF ONE COLUMBUS
ECONOMIC DEVELOPMENT PRESENTATION**

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RECESS 11:24 AM/RECONVENE 1:30 PM

DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT

1:30P.M. Viewing For Consideration Of A Petition, Filed By Jennings Land Development, Llc And Others, For The Vacation Of A Portion Of The Existing McNamara Ditch And Drainage Easement And The Creation Of A New Relocated Section Of The Ditch With A New Easement

Overview of the proposed improvement through the use of video technology with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

On November 20, 2020, Jennings Land Development, LLC and Others, filed a petition with the Clerk of the Delaware County Board of Commissioners (the "Board") requesting the vacation of a portion of the existing McNamara Ditch and Drainage Easement and the creation of a new relocated section of the ditch with a new easement, generally described and located as follows: Commencing in Delaware County, Berlin and Orange Townships, within the McNamara #582 Watershed from Station 119+20 to Station 143+50 of the McNamara #582 (#0906) drainage maintenance project. To vacate the existing improvement and easement known as McNamara #582 (#0906) from Station 119+20 to Station 143+50 of the original improvement upon approval of the construction of the proposed new alignment and easement for the relocation improvement.

*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 the viewing, scheduled for **Monday, April 19, 2021, at 1:30P.M. will be taking place only by virtual means.***

MICHAEL FROMMER, COUNTY ADMINISTRATOR

**PRESENTATION /UPDATE ENTERPRISE GOVERNMENT VEHICLE LEASING PROGRAM
CA Frommer and Director Melvin**

PRESENTATION/UPDATE FIRST QUARTER 2021 BUDGET REVIEW

Attendance Commissioners' Hearing Room:

Michael Frommer, County Administrator
Dawn Huston, Deputy County Administrator
Aric Hochstettler, Staff Attorney
Jennifer Walraven, Clerk to the Board Commissioners
Sarah Dinovo, Assistant Clerk/Administrative Assistant
Trish Wright- Victim Services Director
Meg Dillman- Civil Protection Order Specialist
Megan Powell- Victim Services Assistant
Julie Datko- Projects Coordinator/Public Information Officer
Melissa Schiffel- Prosecutor
Neddy Jones- Victim Advocate with the Sheriff's Office
Bob Lamb, Economic Development Director
Rick Karr
Jane Hawes, Communications Director
Jeff Fishel, Emergency Medical Services Director
Kristin Schultz, Court Administrator General Division

Bill Bishop, Delaware County Finance Authority
Joe Pemberton
Steve Cuckler, Partner at Taft Stettinius & Hollister LLP and Board of Elections Board Member
Chris Connelly, Partner at Taft Stettinius & Hollister LLP
David Stadge, Delaware County Finance Authority
Frank Reinhard, Delaware County Finance Authority
Rob Platte, Economic Development Administrator
Kelsey Scott, Economic Development Coordinator
Franz Geiger, Delaware County Finance Authority
Don Rankey, Delaware County Treasurer
Zach Dowley, Economic Development Specialist

Bret Bacon
Brett Bergefurd
Kurt Simmons
Karen First
Jon Melvin

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There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners