

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 21, 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. Final Hearing For The Toot #98 Watershed Drainage Improvement Petition Project**

**1**  
**RESOLUTION NO. 21-560**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 17, 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 June 17, 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**  
**PUBLIC COMMENT**  
 -None

**3**  
**RESOLUTION NO. 21-561**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0618 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0618:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0618, Procurement Card Payments in batch number PCAPR0618 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Metropolitan (P2100951)	RSD	66211900-5335	\$23,041.45
Honeywell (P2100342)	Facilities	10011105-5328	\$10,310.00
North Central (JOG) line 1 (P2101139)	Job and Family Program	22311611-5348	\$12,500.00
North Central (JOG) line 2 (P2101139)	Job and Family Program	22411603-5348	\$12,500.00
DATA line 1 (P2101014)	Job and Family Program	22411601-5355	\$95,000.00
GOODWILL line 1 (P2101142)	Job and Family Program	22411601-5348	\$17,000.00
GOODWILL line 2 (P2101142)	Job and Family Program	22411603-5348	\$ 8,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2103044	GOODWILL INDUSTRIES INC	CCEMP TANF YOUTH	22411603 - 5348	\$12,500.00
R2103044	GOODWILL INDUSTRIES INC	CCMEP WOIA YOUTH	22311611 - 5348	\$12,500.00
R2103046	NORTH CENTRAL JOBS FOR OHIO GRADUATES	CCMEP WIOA YOUTH	22311611 - 5348	\$12,500.00
R2103046	NORTH CENTRAL JOBS FOR OHIO GRADUATE	CCMEP TANF YOUTH	22411603 - 5348	\$12,500.00
R2103532	DELAWARE AUTO SALES LLC	REPAIR 21-21	60111901 - 5370	\$5,997.63

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

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**RESOLUTION NO. 21-562**

**IN THE MATTER OF AWARDING THE BID FOR THE SALE OF REAL PROPERTY OWNED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO LOCATED AT 6233 TUSSIC STREET ROAD, WESTERVILLE, OHIO 43082, APPROVING THE CONTRACT OF SALE, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO CLOSE THE TRANSACTION:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") currently owns real property located at 6233 Tussic Street Road, Westerville, Ohio 43082 (the "Property"); and

WHEREAS, pursuant to sections 307.09 and 307.10 of the Revised Code, the Board may sell any real property belonging to the county and not needed for public use; and

WHEREAS, the Board has determined that the Property is not needed for public use after the reservation of easements for road right-of-way and future sanitary sewer facilities; and

WHEREAS, pursuant to Resolution No. 21-354, adopted on May 3, 2021, the Board approved a legal notice to solicit competitive bids for the Property; and

WHEREAS, two bids were received for the Property, and the Director of Facilities recommends that the bid submitted by Richard Sullivan, in the amount of \$102,000, is the highest responsible bid for the Property;

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

Section 1. The Board hereby awards the bid for the Property to Richard Sullivan, the highest responsible bidder, approves the Contract for the Sale and Purchase of Real Property, in substantially the form set forth herein, and authorizes the County Administrator to execute the Contract on behalf of the Board.

Section 2. The Board hereby authorizes the County Administrator to represent the Board at the closing and approve and execute any additional documents necessary to close and consummate the transaction contemplated herein, including, without limitation, a quitclaim deed to transfer the Property on behalf of the Board.

**CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY  
6233 Tussic Street Road, Westerville, Ohio**

The undersigned buyer, Richard Sullivan, whose address is 7217 Hawks Beard Drive, Westerville, Ohio 43082 (hereinafter referred to as "Buyer"), hereby offers to purchase from the Board of County Commissioners of Delaware County, whose address is 91 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as "Seller"), all of Seller's rights, title and interest in certain real property which is situated in the Township of Genoa, County of Delaware, State of Ohio, and known as 6233 Tussic Street Road, Westerville, OH 43082, being further described and depicted in Exhibit A, attached hereto and fully incorporated herein (hereinafter referred to as the "Property") upon the terms and conditions herein set forth.

1. PURCHASE PRICE: The purchase price of said Property shall be the sum of One Hundred Two Thousand Dollars and Zero Cents (\$102,000.00) which shall be payable as follows:

A. Earnest Money. An earnest money deposit of \$1,000.00 has been paid to the Seller by Buyer to be applied against the Purchase Price. Seller acknowledges receipt of said sum upon the execution of this agreement.

B. Balance. The balance of the purchase price is to be deposited in escrow as provided in paragraph 7.

2. PERSONAL PROPERTY. The sale and purchase does not include any personal property not affixed to the Property.

3. FINANCING: This transaction is a cash transaction, or cash equivalent with confirmed financing, and is not to be conditioned on Buyer's obtaining mortgage loan approval from a lending institution.

4. CONDITION OF THE PROPERTY.

A. AS IS – WHERE IS. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS, INCLUDING ALL DEFECTS, KNOWN AND UNKNOWN, AND THAT SELLER HAS NOT MADE AND IS NOT MAKING ANY FURTHER WARRANTIES WHATSOEVER AS TO THE QUALITY OR CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT SELLER HAS AFFORDED BUYER EVERY OPPORTUNITY TO INSPECT THE PROPERTY AND THE CONDITION THEREOF.

B. INSPECTIONS. Buyer is responsible for obtaining and paying for any and all inspections of any kind or

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nature whatsoever for the Property. All inspections were to be completed on the subject property prior to bidding by the Buyer or his representative. Physical or other similar defects of any kind, with the Property including but not limited to the land, water table, or soil are deemed to be waived by the Buyer upon bidding for all purposes.

5. **DAMAGE:** If any damage is caused to the Property prior to the date of title transfer, Seller and Buyer shall promptly notify the other of such damage and of the amount of insurance proceeds payable. Buyer shall have the option, to be exercised by notice to Seller not later than seven (7) days after notice of said damage to: (a) proceed with the sale, or (b) terminate this Agreement and recover all funds paid by Buyer hereunder. The failure of Buyer timely to exercise its option after giving or receiving notice shall be deemed an election to complete the purchase, and the earnest money will be forfeit if the sale does not proceed.

6. **TITLE:**

A. **Deed.** Seller shall furnish a quitclaim deed conveying title to the Property to Buyer, subject at the time of title transfer to: (a) pro-rated property taxes due, if any; (b) zoning ordinances and other similar regulatory legislation; (c) the easements, restrictions, reservations, conditions and limitations of record.

B. **Title Insurance.** Buyer may, at its sole expense, secure an Owner's Policy of Title Insurance (ALTA Form B) at the time of title transfer insuring marketable title in the Buyer free and clear of all title defects, encumbrances, reservations and exceptions whatsoever, except: (a) the liens and encumbrances described in Paragraph 6(A) hereof, and (b) any liens or encumbrances arising through or under Buyer or Buyer's nominee. Seller warrants that there are no taxes currently due as the property is currently tax exempt. Seller warrants that there are no current mechanic's liens.

C. **Cure of Title Defects, Encumbrances, Reservations and Exceptions.** Seller shall have 30 days after receipt of notice of any defect in title to remove said defect(s) and to provide Buyer with evidence thereof. If Seller is unable to remove said defect(s) within such 30 day period, then Buyer may either: (1) accept title to the Property subject to said defect(s) without any reduction in the total purchase price, or (2) terminate this Agreement by written notice to Seller and thereupon have returned all items and funds theretofore paid or deposited hereunder, with Buyer and Seller responsible for their own respective costs without through the date of termination without liability to the other party.

7. **ESCROW PROCEDURE:** On or before July 30, 2021, Seller shall deposit the deed in escrow with the Escrow Agent agreed upon by the parties. The Buyer shall deposit the balance of the purchase price in escrow no later than July 30, 2021. The Seller and Buyer may mutually extend the deadlines stated in this Section 7 by written amendment signed by both parties. Buyer and Seller shall also deposit in escrow any funds and documents required by the escrow agent in order to complete the transaction contemplated by this offer. The escrow agent shall complete the transaction in accordance with the contract resulting from Seller's acceptance of this offer as promptly as possible after all funds and documents necessary to the completion of this transaction have been deposited in escrow. Otherwise the escrow shall be subject to the standard conditions and acceptance of escrow responsibility imposed by the escrow agent without further approval by Buyer or Seller, except to the extent that such conditions are inconsistent with the provisions of this offer.

8. **TITLE TRANSFER**

A. **Title Transfer.** Title shall transfer to Buyer by the recording of the deed after tender of payment of the purchase price to Seller, unless such date is changed by agreement of Buyer and Seller.

9. **PRORATIONS, CHARGES AND CREDITS:**

A. **Charges Against Seller.** Seller shall be charged with the following costs, to be deducted by the Escrow Agent from funds due Seller: (1) if any, the costs of satisfying any taxes, assessments, liens or encumbrances required to be discharged by this Agreement, (2) the amount of any prorations due Buyer under this Agreement, and (3) one-half (1/2) of the escrow fee.

B. **Charges Against Buyer.** Buyer shall be charged with the following costs to be deducted by the Escrow Agent from funds due Buyer, if any, or to be paid by Buyer prior to transfer of title: (1) the cost of the Location Service or Survey, (2) the cost of the special tax search and title search, (3) the cost of an Owner's Policy of Title Insurance (4) the conveyance fees and/or transfer taxes and any costs incidental to filing the Deed and any mortgage(s) placed upon the Property, (5) the costs incident to the obtaining of financing, if any, (6) the cost of any inspections, and (7) one-half (1/2) of the escrow fee.

C. **Other Charges.** Taxes and assessments, both general and special, shall be prorated by the Escrow Agent as of the date of title transfer based on the last available tax duplicate. Seller shall pay outside escrow all utility charges as to the date of transfer of title, or the date Seller vacates the Property, whichever date is first.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. The representations, warranties and agreements in this Agreement shall survive the transfer of title. There are no other conditions, representations, warranties or agreements, expressed or implied.

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11. PARTIES BOUND AND BENEFITTED. The agreement resulting from the acceptance of this offer shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

**S**  
**RESOLUTION NO. 21-563**

**IN THE MATTER OF RE-APPOINTING MEMBERS TO THE DELAWARE COUNTY LOCAL CORRECTIONS PLANNING BOARD:**

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

WHEREAS, on December 20, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 99-1058, appointing and confirming individuals as representatives to the Delaware County Local Corrections Planning Board (the “Corrections Planning Board”), pursuant to section 5149.34 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Corrections Planning Board to fill vacancies for expired terms; and

WHEREAS, the term for Board member Seiji Kille will expire on June 30, 2021, and Mr. Kille has expressed an interest in being reappointed; and

WHEREAS, the term for Board member Neil Patel will expire on June 30, 2021, and Mr. Patel has expressed an interest in being reappointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint current members of the Corrections Planning Board;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the positions and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to the Corrections Planning Board and for the terms specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
Public at-large	Seiji Kille	June 30, 2023
Public at-large	Neil Patel	June 30, 2023

Section 3. The re-appointments approved in Section 2 of this Resolution shall take effect on July 1, 2021.

Section 4. The following individuals shall constitute the Delaware County Local Corrections Planning Board, as per the guidelines established in section 5149.34(A)(1) of the Revised Code:

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Member	Representing	Term
David M. Gormley	Judge, Court of Common Pleas	Two Years
Kyle Rohrer	Judge, Municipal Court	Two Years
James P. Schuck	Judge, Court of Common Pleas	Two Years
Barb Lewis	County Commissioner	Two Years
Russell Martin	County Sheriff	Two Years
Eric Penkal	Prosecutor as defined by 2935.01 – Delaware County Assistant Prosecutor	Two Years
Amelia Bean-DeFlumer	Representative for Largest Municipal corporation located in the county - Delaware City Prosecutor	Two Years
Matt Walls	Representative of a Halfway House serving the County – Director, Jacobs Way	Two Years
Seiji Kille	Public at-large	Two Years
Neil Patel	Public at-large	Two Years
Bruce Pijanowski	Representative of Chief Law Enforcement office of the largest Municipal corporation in the county – Chief of Police, Delaware City Police Department	Two Years
Mark Taglione	Representative of a Community Corrections Act funded program in the county – Project Director/ Chief Probation Officer, Adult Court Services	Two Years
Yvette Gentry	Representative of other field of corrections – Supervisor, Adult Parole Authority	Two Years
John Cornely	Attorney whose practice represents criminal defendants – Delaware County Public Defender	Two Years
Steve Hrytzik	Representative of other law enforcement – Chief of Police, Powell Police Department	Two Years
Trish Wright	Victim’s Representative - Victim’s Assistant, Prosecuting Attorney	Two Years
Craig Hill	Representative of County Board of Developmental Disabilities – Staff, Delaware County Developmental Disabilities	Two Years
Tony Williams	Chief Executive Officer RPR – Treatment, Recovery and Prevention Resources	Two Years
Deanna Brant	Mental Health Recovery Services Board director	Two Years
David Ervin	Representative of a Community-Based Correctional Facility – Director, West Central CBCF	Two Years
Kara Moore	Chief Probation Officer- Delaware Juvenile Court	Two Years
Kassandra Neff	Representative for Jail – Jail Director, Delaware County Sheriff	Two Years
Diane Bricker	Delaware County Re-Entry Coordinator	Two Years
Rhonda Milner	Supervisor Maryhaven Delaware - Treatment	Two Years

Section 5. The terms for all members of the Corrections Planning Board shall commence on July 1, 2021, and shall terminate on June 30, 2023. Any vacancy for a member holding a position by virtue of elected office shall be replaced with the successor to the elected office. A vacancy for a member appointed or designated by an official or an entity other than the Board of Commissioners shall fill such vacancy promptly by notifying the Board of Commissioners in writing. All other vacancies shall be filled by the Board of Commissioners. All members shall serve without compensation.

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

**6**

**RESOLUTION NO. 21-564**

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE VILLAGE OF SUNBURY, OHIO, AND THE COUNTY OF DELAWARE, OHIO:**

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

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This INTERGOVERNMENTAL COOPERATION AGREEMENT (the “*Agreement*”), made and entered into as of June 21, 2021, by and between the VILLAGE OF SUNBURY, OHIO, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*Village*”), and the COUNTY OF DELAWARE, OHIO, a county and political subdivision of the State of Ohio, by and through its Board of County Commissioners (the “*County*”), under the circumstances summarized in the following recitals. The Village and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS:

WHEREAS, the County has approved the annexation of certain real property owned by the Ravines at Meadow Ridge, LLC, and Frank Biancone & Sandra Biancone from the Township of Berlin to the Village, which real property is proposed for a development known as the Ravines at Meadow Ridge, consisting of multi-family residential housing and other commercial uses (which real property is referred to as the “*Development Site*” and is depicted on **EXHIBIT A** attached hereto and incorporated herein by reference); and

WHEREAS, ODOT is developing a new interchange, consisting of multiple phases, specifically Phases A through G (the “*Interchange*”) to be designed and constructed at the location identified in **EXHIBIT B** (which is attached hereto and incorporated herein by reference), which will facilitate traffic flow to and from the Development Site; and

WHEREAS, previous third-party developer commitments to provide professional design services for the initial phases of the Interchange have not materialized, jeopardizing the funding and construction timeline for the Interchange, and the County is willing to support facilitating the professional design services through an agreement with the Delaware County Transportation Improvement District; and

WHEREAS, other parcels of real property in the vicinity of the Interchange, both within the Village’s corporation limits and in the unincorporated area, will also directly benefit from the Interchange and will require public improvements in order to proceed with development (which additional parcels are collectively referred to herein as the “*Potential Development Sites*” and are depicted on **EXHIBIT C** attached hereto and incorporated herein by reference); and

WHEREAS, on or about April 23, 2018, the Parties entered into a Limited Access Easement Agreement to facilitate the development of real property east of Interstate 71 and provide for tax increment financing in support of the Interchange and other public improvements and mutually desire to enter into this Agreement to include additional areas that will benefit from the Interchange and can contribute toward the costs thereof; and

WHEREAS, the Parties agree that the Interchange and related public improvements would facilitate the eventual development of the Potential Development Sites, resulting in the creation of new jobs and employment opportunities and improving the economic welfare of the people of the Village and the County; and

WHEREAS, the Parties have determined to enter into this Agreement to facilitate the development of the Development Site and Potential Development Sites and provide a funding plan in support of the Interchange and other public improvements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the Parties agree and bind themselves as follows:

Section 1. Development Site. The Parties mutually acknowledge that the County has approved the petition for the Development Site to annex to the Village, acceptance of which is pending before the Village, and, in order to facilitate the development of the Development Site and provide funding for the Interchange, the Parties hereby acknowledge and agree as follows:

(a) Tax Increment Financing. Prior to annexation of the Development Site, the County shall enact legislation to create a tax increment financing area that includes the Development Site and shall commit one hundred percent (100%) of the service payments in lieu of taxes that it receives from the creation thereof to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that the County determines, in its sole discretion, are necessary to connect the Interchange to the existing roadway network in and around the Development Site. The Parties acknowledge and agree that the County may use service payments in lieu of taxes the County receives from the Development Site to reimburse the developer of the Development Site in an amount equal to \$750,000, provided the reimbursement payments shall be made from not greater than fifty percent (50%) of the total amount of the service payments deposited in the TIF fund until full reimbursement is paid. The Parties agree Phase A of the Interchange improvements set forth on Exhibit “B” shall be the first phase of the Interchange constructed with TIF funding from the Development Site.

(b) Development Approvals. The Village shall ensure that any approval for the Development Site includes the necessary rights-of-way to facilitate construction of the Interchange and related public improvements.

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Section 2. County's Agreements. In consideration for and subject to the Village's agreements in Section 3, the County agrees as follows:

(a) Interchange Design. The County agrees to facilitate the professional design services for Phase A of the Interchange through the contribution of up to \$3,000,000 via an agreement with the Delaware County Transportation Improvement District and to work cooperatively with ODOT to maintain the project timeline for the Interchange. The County shall make good faith efforts to enter into an agreement with the Delaware County Transportation Improvement District for the design of Phase A of the Interchange on or before October 1, 2021, with substantial completion of the design reasonably expected to occur within twelve (12) months after ODOT has completed the environmental assessment for the Interchange.

(b) Tax Increment Financing. The County agrees that if it enacts legislation on or before January 1, 2028 to create a tax increment financing area which includes those portions of the Potential Development Sites in the unincorporated area it shall commit one hundred percent (100%) of the service payments in lieu of taxes that it receives from the creation of that County tax increment financing area to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that the County determines, in its sole discretion, are necessary to connect the Interchange to the existing roadway network in and around the Development Site and the Potential Development Sites.

Section 3. Village's Agreements. In consideration for and subject to the County's and the agreement in Sections 2, the Village agrees as follows:

(a) Tax Increment Financing. The Village agrees that if it enacts legislation on or before January 1, 2028 to create a tax increment financing area which includes those portions of the Potential Development Sites within the Village's corporation limits it shall commit not less than fifty percent (50%) of the service payments in lieu of taxes that it receives from the creation of that Village tax increment financing area to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that the Village determines, in its sole discretion, are necessary to connect the Interchange to the existing roadway network in and around the Development Site and the Potential Development Sites including but not limited to the extension of Four Winds Drive. Any service payments in lieu of taxes the Village receives that is not committed pursuant to the previous sentence may be used for other roadway and public utility public improvements the Village determines, in its sole discretion, will benefit the Potential Development Sites.

(b) Community Reinvestment Area. The Village agrees that it will not approve or grant any tax exemptions pursuant to Ohio Revised Code Sections 3735.61 *et seq.* on real property included within the Potential Development Sites prior to January 1, 2028, unless first notifying the County in writing and obtaining the County's written consent to the exemption(s).

Section 4. Miscellaneous.

(a) Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto.

(f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(g) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or

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desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(h) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(i) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Village or the County other than in his or her official capacity, and neither the members of the legislative bodies of the Village or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Village and the County contained in this Agreement.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the Village, its agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(k) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(l) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the Village or the County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(m) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- (i) the Village at: Village of Sunbury, Ohio  
9 East Granville Street  
Sunbury, Ohio 43074  
Attention: Mayor
- (ii) the County at: County of Delaware, Ohio  
91 North Sandusky Street  
Delaware, Ohio 43015  
Attention: County Administrator

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid



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or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(q) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(r) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

VILLAGE OF SUNBURY, OHIO

By:  
Printed: Joseph St. John  
Title: Mayor

Approved as to form and correctness:  
Village Solicitor

COUNTY OF DELAWARE, OHIO

By:  
Printed: Michael A. Frommer  
Title: County Administrator

Approved as to form and correctness:  
Staff Attorney, Board of Commissioners

FISCAL OFFICER’S CERTIFICATE

The undersigned, Fiscal Officer of the Village under the foregoing Agreement, certifies hereby that the Village does not have any financial obligations under the foregoing Agreement during Fiscal Year 2021. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2021  
\_\_\_\_\_  
Fiscal Officer  
Village of Sunbury, Ohio

FISCAL OFFICER’S CERTIFICATE

The undersigned, County Auditor of the County under the foregoing Agreement, certifies hereby that the County does not have any financial obligations under the foregoing Agreement during Fiscal Year 2021. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated \_\_\_\_\_, 2021  
\_\_\_\_\_  
County Auditor  
County of Delaware, Ohio

**EXHIBIT A  
DEPICTION OF DEVELOPMENT SITE**

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EXHIBIT A

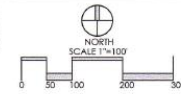


CONCEPT PLAN

**RAVINES AT MEADOW RIDGE**

PREPARED FOR METRO DEVELOPMENT  
DATE: 7.1.20

- 9' CLASSIC TYPE G BUILDINGS
- 16' CLASSIC TYPE J BUILDINGS
- 7' CLASSIC TYPE L BUILDINGS



**EXHIBIT D**  
Faris Planning & Design

LAND PLANNING 243 N. 5th Street Suite 401 Columbus, OH 43215  
LANDSCAPE ARCHITECTURE  
www.farisplanninganddesign.com

**EXHIBIT B**  
**DEPICTION OF PROPOSED INTERCHANGE**



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EXHIBIT B

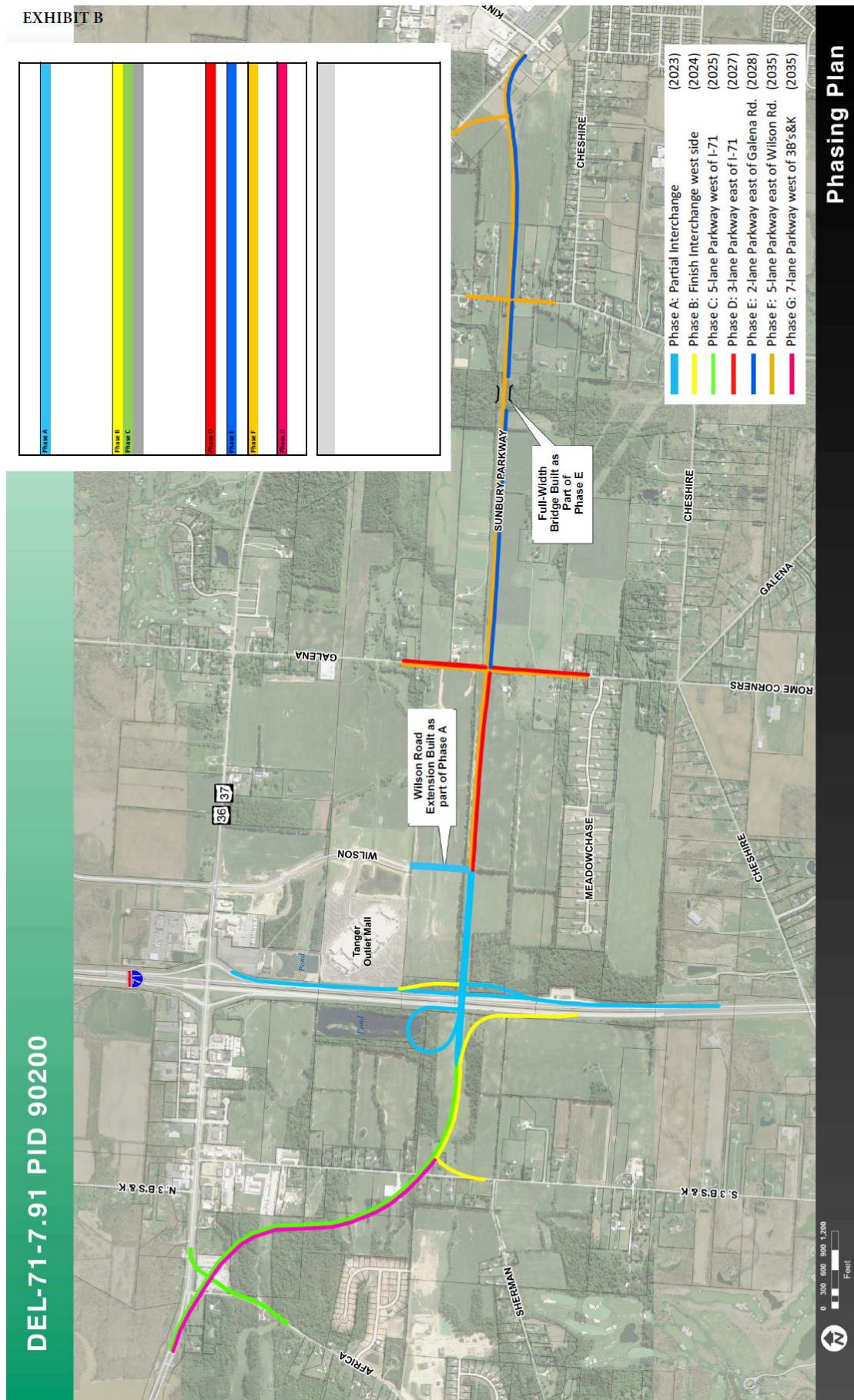
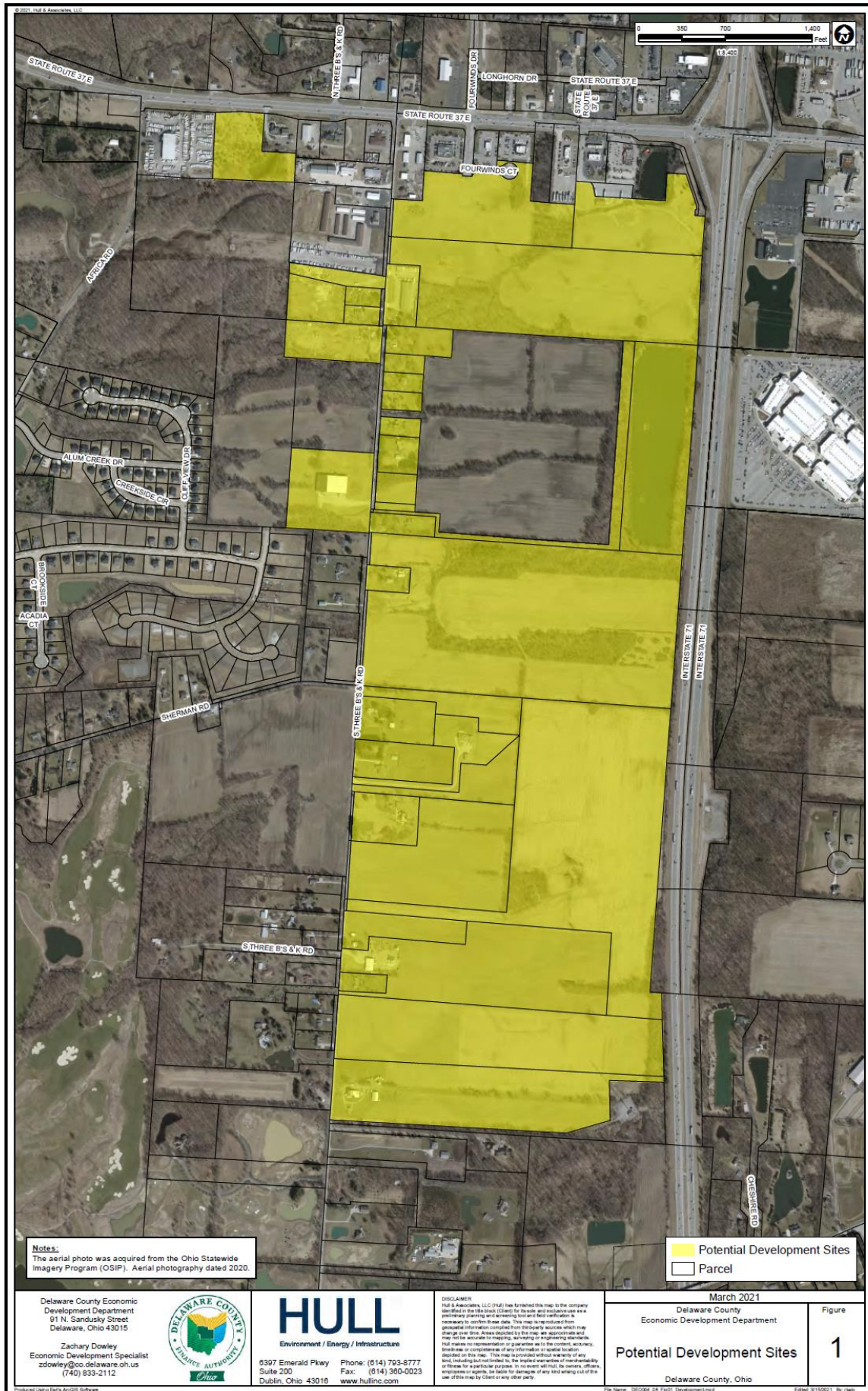


EXHIBIT C  
DEPICTION OF POTENTIAL DEVELOPMENT SITES



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EXHIBIT C



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

**For Consideration Under Other Business On  
Monday June 21, 2021**

**RESOLUTION NO. 21-565**

**IN THE MATTER OF TERMINATING THE OPERATION OF RESOLUTION NOS. 20-258 and 20-288, RELATED TO THE DECLARATION OF A STATE OF EMERGENCY IN DELAWARE COUNTY:**

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

WHEREAS, on March 9, 2020, the Governor of the State of Ohio issued Executive Order 2020-01D, declaring a statewide emergency to protect the well-being of the citizens of Ohio from the effects of COVID-19; and

WHEREAS, on March 9, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-258, acknowledging the state of emergency and delegating emergency authority to the County Administrator; and

WHEREAS, on March 12, 2020, the Board adopted Resolution No. 20-288, declaring a state of emergency in Delaware County; and

WHEREAS, effective June 18, 2021, the Governor of the State of Ohio has lifted the declaration of a statewide emergency as set forth in Executive Order 2020-01D;

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

Section 1. The Board hereby acknowledges the formal end to the state of emergency related to COVID-19 and hereby terminates the operation of Resolution Nos. 20-258 and 20-288.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were conducted in compliance with applicable law.

Section 3. This Resolution shall take full force and effect from and immediately upon its adoption.

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

**10**  
**ADMINISTRATOR REPORTS**  
Mike Frommer, County Administrator  
-No reports.

**11**  
**COMMISSIONERS’ COMMITTEES REPORTS**  
Commissioner Lewis  
-No reports.

Commissioner Benton  
-Jon Rahm won the US (golf) Open this weekend. He is the first Spaniard to win the US Open. He is also the player who was disqualified from the Memorial Tournament for testing positive to COVID.  
-It was a great weekend. Got to play and watch golf on Father’s Day.  
-The Investment Committee will meet this Thursday.

Commissioner Merrell  
-Jon Rahm is such a gracious player.  
-Toured the new Agricultural Building at the Fairgrounds.

**12**  
**RESOLUTION NO. 21-566**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING:**

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 collective bargaining.

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

**RESOLUTION NO. 21-567**

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**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

Recessed at 10:21 AM/Reconvened at 1:30 PM

**13**

**1:30P.M. Final Hearing For The Toot #98 Watershed Drainage Improvement Petition Project**

**THE PROPOSED TOOT #98 WATERSHED DRAINAGE IMPROVEMENT PROJECT HAS 4 POTENTIAL PARTS:**

- “MAIN A”
- “LATERAL #A-1”
- “LATERAL #A-2”
- “MAIN B”

**RESOLUTION NO. 21-568**

**1:30P.M. FINAL HEARING TO ADDRESS THE TOOT #98 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 1:33P.M..

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

**RESOLUTION NO. 21-569**

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

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

**RESOLUTION NO. 21-570**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE TOOT #98 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing at 2:59 P.M..

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

**“Main A” Part**

**RESOLUTION NO. 21-571**

**IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE MAIN A PART OF THE TOOT #98 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST EXCEEDS THE BENEFITS OF THE PROJECT:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve setting aside the order for and dismissing the Main A part of the TOOT #98 Watershed Drainage Improvement Petition Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the project.

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

**“Main A” Part**

**RESOLUTION NO. 21-572**

**IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE MAIN A PART OF THE TOOT #98 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY**



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**ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:**

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Main A part of the TOOT #98 Watershed Drainage Improvement Petition, including the cost incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for the Main A part of the TOOT #98 Watershed Drainage Improvement Petition, process. No interest shall be charged on the installments.

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

**“Main B” Part  
RESOLUTION NO. 21-573**

**IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE MAIN B PART OF THE TOOT #98 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST EXCEEDS THE BENEFITS OF THE PROJECT:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve setting aside the order for and dismissing the Main B part of the TOOT #98 Watershed Drainage Improvement Petition Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the project.

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

**“Main B” Part  
RESOLUTION NO. 21-574**

**IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE MAIN B PART OF THE TOOT #98 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:**

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Main B part of the TOOT #98 Watershed Drainage Improvement Petition, including the cost incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for the Main B part of the TOOT #98 Watershed Drainage Improvement Petition, process. No interest shall be charged on the installments.

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

There being no further business, the meeting adjourned.

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

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

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners