

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 16, 2021**

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

Present:
Gary Merrell, President
Jeff Benton, Commissioner

Absent:
Barb Lewis, Vice President

1:30 P.M. Viewing For Consideration Of The Evans #354 Drainage Maintenance Petition Filed By James McNeilis

1
RESOLUTION NO. 21-738

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 12, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 12, 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 Absent Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 21-738

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0813:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0813 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2102499 (line 1) Commissioners	CSEA Indirect Cost	23711630-5380	\$ 9,700.00
P2102499 (line 2) Commissioners	CSEA Indirect Cost	23711630-5335	\$ 9,600.00
P2101017 Various PRC	Job and Family Program	22411602-5348	\$150,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2104029	BUILTRITE INTERIOR CONSTRUCTION LTD	CARNEGIE BUILDING RENOVATIONS	42011438 - 5410	\$10,932.00
R2104044	KONESCRANES INC	ANNUAL OHSА CRANE INSPECTIONS	66211900 - 5328	\$7,350.00

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

4
RESOLUTION NO. 21-740

IN THE MATTER OF ACCEPTING FOR CONSIDERATION AN AMENDMENT TO THE PETITION FOR THE EVANS #354 WATERSHED DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, pursuant to Chapter 6131 of the Revised Code, James and Cynthia McNeilis and Others filed a petition with the Clerk of the Board of Commissioners on May 26, 2021, requesting certain improvements to the Evans #354 watershed Drainage Improvement (the "Petition"); and

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WHEREAS, Ryan and Rebecca King are benefitting owners but did not sign the Petition; and

WHEREAS, on July 19, 2021, before the amendment deadline passed, Ryan and Rebecca King filed an amendment to the Petition to include 15010 Robins Road, Johnstown, Ohio 43031, pursuant to section 6131.05 of the Revised Code;

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

Section 1. The amendment to the Petition, filed by Ryan and Rebecca King, was timely filed and meets all the substantive requirements of section 6131.05 of the Revised Code and is, therefore, accepted for consideration.

Section 2. The Delaware County Engineer is hereby directed to include consideration of the amendment to the Petition in the preliminary report on the proposed improvement.

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

5
RESOLUTION NO. 21-741

IN THE MATTER OF CELEBRATING THE 50TH ANNIVERSARY OF THE ALPHA GROUP:

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

WHEREAS, The Alpha Group was incorporated in 1970 by its principal officers in the City of Delaware in Delaware County and was known as The Alpha Group of Delaware, Inc.; and

WHEREAS, the County of Delaware is proud to celebrate The Alpha Group as it celebrates its 50th anniversary; and

WHEREAS, the County of Delaware recognizes that The Alpha Group has always operated in accordance with the rules, regulations and standards as set forth by The Ohio Department of Developmental Disabilities, The U. S. Department of Labor and applicable sections of the Ohio Revised Code; and

WHEREAS, for 50 years, The Alpha Group has built a solid reputation for implementing new services to provide quality supports for individuals with intellectual and developmental disabilities such that their road to success begins at Alpha; and

WHEREAS, throughout the past 50 years, The Alpha Group has had a remarkable impact on Delaware County through its commitment to providing opportunities to individuals with disabilities, through employment, training, care, transportation, and community-integrated activities.

THEREFORE, BE IT RESOLVED that the Delaware County Commissioners recognize the essential work of The Alpha Group and the important contributions that they and the individuals they serve make to the quality of life in Delaware County; and

BE IT FURTHER RESOLVED that the Delaware County Commissioners salute The Alpha Group for the past 50 years of service and look forward to the next 50 years.

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

6
RESOLUTION NO. 21-742

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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
UT21-0141	Bright Energy	Blaney Road	Road bore & install gas line
UT21-0142	Spectrum	E. Powell Road	Place cable in ROW

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

7

RESOLUTION NO. 21-743

IN THE MATTER OF APPROVING THE OWNER'S AGREEMENTS FOR OLENTANGY FALLS EAST SECTION 5 AND MCNAMARA DRIVE EXTENSION – TRAILS END:

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Olentangy Falls East Section 5 and McNamara Drive Extension – Trails End;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Olentangy Falls East Section 5 and McNamara Drive Extension – Trails End:

Olentangy Falls East Section 5

**OWNER'S AGREEMENT
PROJECT NUMBER: 21079**

THIS AGREEMENT, executed on this 16th day of August, 2021 between **ROCKFORD HOMES, INC.**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLENTANGY FALLS EAST SECTION 5**, further identified as Project Number 21072 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,524,000.00
CONSTRUCTION BOND AMOUNT	\$1,524,000.00
MAINTENANCE BOND AMOUNT	\$ 152,500.00
INSPECTION FEE DEPOSIT	\$ 45,000.00

McNamara Drive Extension – Trails End

OWNER’S AGREEMENT
PROJECT NUMBER: 21077

THIS AGREEMENT, executed on this 16th day of August, 2021 between EDWARDS LAND DEVELOPMENT COMPANY., hereinafter called ‘OWNER’ and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as McNAMARA DRIVE EXTENSION – TRAILS END, further identified as Project Number 21072 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

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

All public improvement construction shall be performed within one (1) year from the date on which

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this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit EIGHT THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$8,100) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Delaware County Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$100,525.57
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 10,000.00
INSPECTION FEE DEPOSIT	\$ 8,100.00

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

8
RESOLUTION NO. 21-744

IN THE MATTER OF APPROVING A CONTRIBUTION AGREEMENT WITH THE CITY OF COLUMBUS FOR IMPROVEMENTS TO THE INTERSECTION OF E. POWELL ROAD AND LYRA DRIVE:

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

<p>CAPITAL IMPROVEMENTS PROJECT CONTRIBUTION AGREEMENT BETWEEN CITY OF COLUMBUS,</p>

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**OHIO AND
DELAWARE
COUNTY, OHIO FOR
INTERSECTION IMPROVEMENTS – E. POWELL ROAD AND LYRA DRIVE
COLUMBUS CAPITAL IMPROVEMENT PROJECT NO. 530086-100047**

This Contribution Agreement (the “AGREEMENT”), pursuant to Ordinance No. 2840-2020, passed December 14, 2020, is made and entered into the 16th day of August, 2021 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as the CITY, and County of Delaware, Ohio, acting through its Board of County Commissioners and the County Engineer, hereinafter designated as the COUNTY; together hereinafter designated as the PARTIES; and

WHEREAS, the CITY is engaged in a Public-Private Partnership (3P) with NP Capital Management Corp., hereinafter designated as the DEVELOPER, to facilitate the construction of certain public infrastructure improvements in the Polaris area; and WHEREAS, the Intersection – E. Powell Road and Lyra Drive project encompasses the extension of Lyra Drive to intersect with East Powell Road and the construction of a roundabout at that location, as described in Exhibit A hereto; and

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

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

WHEREAS, Ordinance No. 2840-2020 authorized the CITY to enter into agreement with and to accept funds from the COUNTY to support the construction of the proposed public improvements; and

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

1. DEFINITIONS:

- A. “Contract Documents” shall mean collectively: a) this AGREEMENT, including any and all attachments/exhibits hereto.
- B. “Contribution” means the monies contributed by the COUNTY to the CITY for the “Improvements”.
- C. “Improvements” means construction improvements described in the Contract Documents and specifically identified within Exhibit A.
- D. “Work” means the construction of the Improvements.

2. GENERAL CONSIDERATIONS: Pursuant to a separate Construction Reimbursement Agreement between the CITY and the DEVELOPER, the DEVELOPER agrees to construct, or cause to be constructed, the Improvements identified in Exhibit A. The DEVELOPER and its contractor(s) shall be responsible for complying with all applicable federal, state, and local laws

3. CONTRIBUTION: The COUNTY shall contribute \$200,000.00 towards the cost of the Improvements described in Exhibit A.

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

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

Payment may also be remitted electronically using the instructions provided by the CITY. The PARTIES agree that the above stated Contribution amount represents the maximum obligation to be incurred by the COUNTY pursuant to this AGREEMENT.

4. PUBLIC USE: The CITY and the COUNTY agree that the Improvements constructed pursuant to this AGREEMENT shall be dedicated for public use.

5. LEGAL JURISDICTION: All claims, counterclaims, disputes and other matters in question between the COUNTY, its agents and employees, and the CITY, its contractors, subcontractors and agents arising out of or relating to this AGREEMENT or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

6. ENTIRE AGREEMENT: This AGREEMENT shall constitute the entire agreement between the COUNTY and the CITY and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

7. COUNTERPARTS AND ACCEPTANCE: The PARTIES agree to execute this AGREEMENT in duplication in order for the CITY and the COUNTY to possess an original execution of this AGREEMENT for their records. Furthermore, the PARTIES may execute this AGREEMENT in one or more counterparts, which each is a duplicate original and each part, taken together, constitute a single contract instrument.

8. ADDITIONAL DOCUMENTATION: The following document exhibits to be hereby incorporated

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into and made part of the AGREEMENT as though specifically rewritten herein:

- 8.1 Exhibit A: Description of Work
- 8.2 Exhibit B: Project Location Map

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

9

RESOLUTION NO. 21-745

IN THE MATTER OF APPROVING THE RECONVEYANCE AND DEDICATION OF COUNTY REAL PROPERTY FOR COUNTY HIGHWAY PURPOSES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") currently owns real property between State Route 521 and Bowtown Road (the "Property"); and

WHEREAS, a portion of the Property is needed for the establishment and construction of Byxbe Parkway, known by the Project ID DEL-CR-3642-0.00; and

WHEREAS, in order for the county's property records to clearly and properly reflect that the necessary portion of the Property is dedicated for county highway purposes, the Delaware County Engineer recommends that the Board reconvey and dedicate the portion of the Property for county highway purposes, pursuant to section 5553.31 of the Revised Code;

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

Section 1. The Board hereby approves reconveying and dedicating a portion of the Property for county highway purposes, pursuant to section 5553.31 of the Revised Code, the portion of the Property to be so reconveyed and dedicated being described and depicted in the legal description and right-of-way plans attached hereto.

Section 2. The Board hereby approves and accepts the dedication and orders that a copy of this Resolution and all attachments hereto be placed upon the proper road records of Delaware County.

Section 3. The Board hereby approves, and authorizes the President of the Board to execute, a Quit Claim Deed substantially in the following form:

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT the **Board of Commissioners of Delaware County, Ohio**, the Grantor herein, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, release, and forever quitclaim to the **Board of Commissioners of Delaware County, Ohio**, and its successors, and assigns, the Grantee herein, all right, title, and interest in fee simple in the real property described in Exhibit A, attached hereto and fully incorporated herein, being a portion of the real property Grantor acquired by that certain deed of record in Office of the Delaware County Recorder, Official Record **Book 1660, Page 319**.

The above parcel (named in Exhibit A as "Parcel 5-WD") is being conveyed for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road (Project ID DEL-CR-3642-0.00).

To have and to hold said property unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

Section 4. The Board hereby directs the Clerk of the Board to cause the Quit Claim Deed approved herein to be recorded in the Office of the Delaware County Recorder.

EXHIBIT A

LPA RX 8S1 WD

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Rev. 06/09

Ver. Date 05/18/21

PID NIA

DESCRIPTION FOR CLOSING ONLY

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**PARCEL 5-WD
DEL-CR 3642-0.00**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
DELAWARE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

{Surveyor's description of the premises follows}

Situated in the State of Ohio, County of Delaware, City of Delaware, Township 5, Range 18 of United States Military Lands Section 3, being part of Farm Lot 25, and being part of lands described in the deed to BOARD OF COMMISSIONERS OF DELAWARE COUNTY as recorded in Official Record 1660 Page 319 on file in the Delaware County Recorder's office, and laying on the left side of centerline of right of way of Bowtown Road as shown on DEL-CR-3642-0.00 right of way plans prepared by Arcadis U.S., Inc. for the Delaware County Engineer's office, Delaware County, Ohio, and more fully described as follows:

Commencing at a 1 inch diameter pin found on the centerline of right of way of said Bowtown Road being Bowtown Station 0+00.00; said pin being South 86° 02' 20" East, a distance of 1352.35 feet from a 1 inch diameter rebar found in a monument box at the intersection of the centerlines of right of way of said Bowtown Road and State Route 521; said pin also being North 86° 02' 20" West, a distance of 2062.60 feet from a MAG nail found on the centerline of right of way of said Bowtown Road being Bowtown Road Station 20+62.60;

Thence South 86° 02' 20" East, along said centerline, a distance of 1694.54 feet to the Grantor's southeasterly comer and to the southwesterly comer of lands described in the deed to CHRIS NICK IV, LLC AN OHIO LIMITED LIABILITY CORPORATION as recorded in Official Record 1711 Page 1819 on file in the Delaware County Recorder's office and to the northerly line of lands described in the deed to CHRIS-NICK I, LLC as recorded in Official Record 0842 Page 109 on file in the Delaware County Recorder's office being Bowtown Road Station 16+94.55 and the Point of Beginning;

1. Thence North 86° 02' 20" West, along said centerline and along the Grantor's southerly line and along the northerly line of said CHRIS-NICK's northerly line and along the southerly line of said Farm Lot 19, a distance of 193.97 feet being at Bowtown Road Station 15+00.57;
2. Thence North 03° 57' 40" East, leaving said centerline and leaving the southerly line of said Farm Lot 25, a distance of 30.00 feet to the northerly standard highway easement line of said Bowtown Road where a capped rebar set at 30.00 feet left of Station 15+00.57;
3. Thence North 48° 52' 50" East, leaving said standard highway easement line and through the Grantor, a distance of 49.57 feet to a capped rebar set at 80.00 feet left of Station 20+08.25;
4. Thence North 03° 48' 01" East, continuing through the Grantor, a distance of 183.75 feet to a capped rebar set at 80.00 feet left of Station 21+92.00;
5. Thence North 61° 25' 28" West, continuing through the Grantor, a distance of 7.16 feet to a capped rebar set at 86.50 feet left of Station 21+95.00;
6. Thence North 03° 48' 00" East, continuing through the Grantor, a distance of 55.00 feet to a capped rebar set at 86.50 feet left of Station 22+50.00;
7. Thence North 15° 06' 36" East, continuing through the Grantor, a distance of 50.99 feet to a capped rebar set at 76.50 feet left of Station 23+00.00;
8. Thence North 00° 12' 15" West, continuing through the Grantor, a distance of 50.12 feet to a capped rebar set at 80.00 feet left of Station 23+50.00;

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9. Thence North 07° 30' 35" West, continuing through the Grantor, a distance of 50.99 feet to a capped rebar set at 90.00 feet left of Station 24+00.00;
10. Thence North 05° 13' 56" East, continuing through the Grantor, a distance of 400.12 feet to a capped rebar set at 80.00 feet left of Station 28+00.00;
11. Thence North 03° 48' 00" East, continuing through the Grantor, a distance of 156.24 feet to a capped rebar set at 80.00 feet left of Station 29+56.24;
12. Thence North 02° 54' 06" West, continuing through the Grantor, a distance of 224.54 feet to a capped rebar set at 80.00 feet left of Station 32+00.00;
13. Thence North 15° 06' 08" West, continuing through the Grantor, a distance of 184.36 feet to a capped rebar set at 80.00 feet left of Station 34+00.00;
14. Thence North 24° 51' 58" West, continuing through the Grantor, a distance of 202.59 feet to a capped rebar set at 80.00 feet left of Station 36+10.41;
15. Thence North 34° 07' 38" West, continuing through the Grantor, a distance of 156.16 feet to a capped rebar set at 84.23 feet left of Station 37+67.05;
16. Thence North 79° 55' 32" West, continuing through the Grantor, a distance of 65.62 feet to a capped rebar set at 50.00 feet right of Kilbourne Road/SR 521 Station 134+62.12;
17. Thence South 59° 03' 46" West, continuing through the Grantor, a distance of 242.12 feet to a capped rebar set at 50.00 feet right of Kilbourne Road/SR 521 Station 132+20.00;
18. Thence North 30° 56' 14" West, continuing through the Grantor, a distance of 50.00 feet to the Grantor's northerly line and to the southerly line of lands described in the deed to E.J. MILLER, TRUSTEE OF THE E.J. MILLER TRUST DATED July 5, 2005 as recorded in Official Record 1266 Page 2248 on file in the Delaware County Recorder's office and to the centerline of right of way of Kilbourne Road/SR 521 as shown on said right of way plans being Kilbourne Road/SR 521 Station 132+20.00 and having crossed the southerly standard highway easement line of said Kilbourne Road/SR 521 at 20.00 feet where a capped rebar set;
19. Thence North 59° 03' 46" East, along the Grantor's northerly line and along said Miller's southerly line and along the centerline of right of way of said Kilbourne Road and along the southerly line of lands described in the deed to Thomas Z. Davis & Ellen Sue Davis as recorded in Official Record 0211 Page 1859 on file in the Delaware County Recorder's office and along the southerly line of lands described in the deed to Elm Valley LLC as recorded in Official Record 0051 Page 0180 on file in the Delaware County Recorder's office, a distance of 929.41 feet to Kilbourne Road/SR 521 Station 141+49.41;
20. Thence South 30° 56' 33" East, leaving the centerline of right of way of said Kilbourne Road and leaving the southerly line of said Elm Valley's lands, a distance of 50.00 feet to a capped rebar set at 50.00 feet right of Station 141+49.41 and having passed over a capped rebar set on the southerly standard highway easement line of said Kilbourne Road at 50.00 feet right of Kilbourne Road Station 141+49.41;
21. Thence South 59° 03' 46" West, through the Grantor, a distance of 221.89 feet to a capped rebar set at 50.00 feet right of Kilbourne Road Station 139+27.52;
22. Thence South 41° 52' 51" West, continuing through the Grantor, a distance of 261.43 feet to a capped rebar set at 80.00 feet right of Station 37+30.00;
23. Thence South 31° 47' 15" East, continuing through the Grantor, a distance of 135.16 feet to a capped rebar set at 80.00 feet right of Station 36+10.41;
24. Thence South 24° 45' 36" East, continuing through the Grantor, a distance of 218.03 feet to a capped rebar set at 80.00 feet right of Station 34+00.00;
25. Thence South 15° 06' 49" East, continuing through the Grantor, a distance of 214.59 feet to a capped rebar set at 80.00 feet right of Station 32+00.00;
26. Thence South 04° 19' 19" East, continuing through the Grantor, a distance of 207.45 feet to

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the Grantor's easterly line and to the westerly line of lands described in the deed to CJ&L FARMS, LLC, AN OHIO LIMITED LIABILITY CORPORATION as recorded in Official Record 0762 Page 1864 on file in the Delaware County Recorder's office and to the westerly line of said Farm Lot 19 and to the westerly line of said Farm Lot 25 to a capped rebar set at 80.00 feet right of Station 30+07.48;

27. Thence South 03° 47' 32" West, along the Grantor's easterly line and along said CJ&L Farms' westerly line and along the easterly line of said Farm Lot 25 and along the westerly line of said Farm Lot 25 and along the westerly line of lands described to CHRIS-NICK IV, LLC AN OHIO LIMITED LIABILITY CORPORATION as recorded in Official Record 1711 Page 1819 on file in the Delaware County Recorder's office, a distance of 1068.69 feet to the Point of Beginning;

The above described parcel contains 8.2765 acres (360,524 square feet) which includes 0.1704 acres in the present road occupied (of which 0.1336 acres lie in Parcel 518-300-01-064-000 and 0.0368 acres lie in Parcel 518-300-01-059-000), resulting in a net take of 8.0736 acres for Parcel 518-300-01-064-000 and leaving a net residue of 24.5554 in Parcel 518-300-01-064-000, and resulting in a net take of 0.0325 acres in Parcel 518-300-01-059-000 and leaving a net residue of 8.2605 acres in Parcel 518-300-01-059-000 and subject to all legal highways and easements of record.

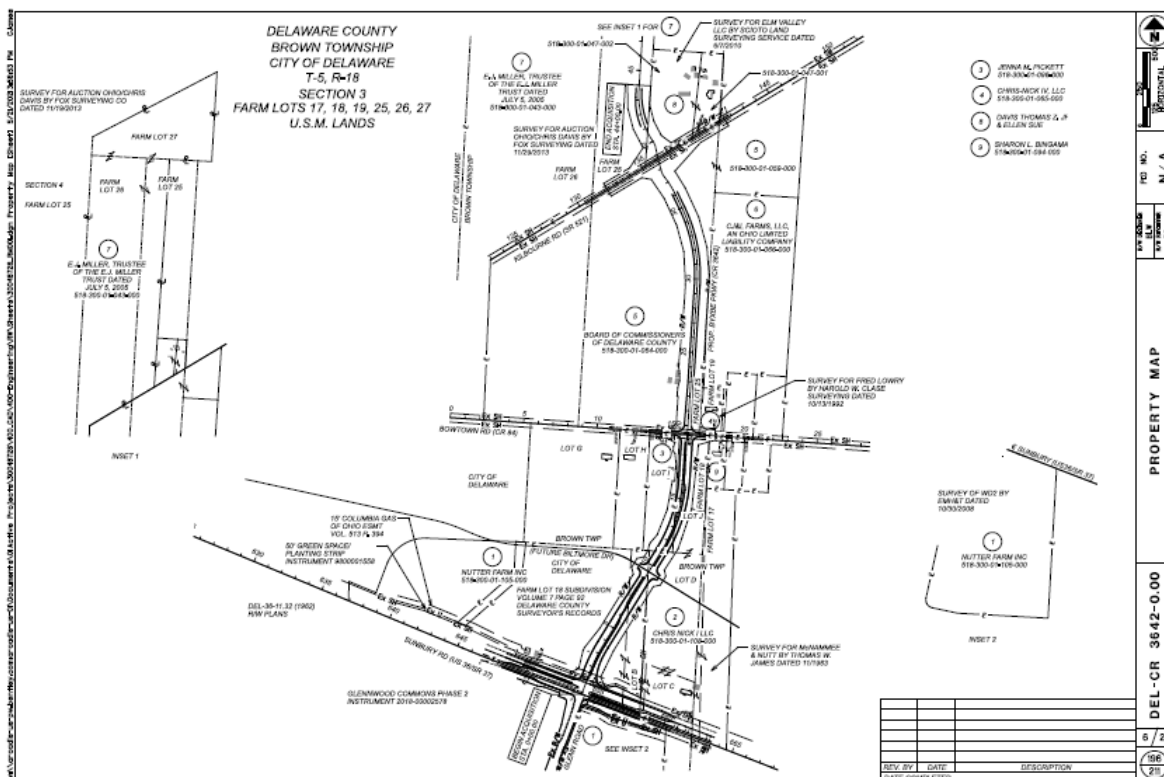
This description was prepared by Arcadis U.S., Inc. under the supervision of Robert G. Hoy, Ohio Professional Surveyor No. 8142, and is based on a field survey performed by Arcadis U.S., Inc. in March 2020 under the direction of Robert G. Hoy, Ohio Professional Surveyor No. 8142;

Bearings in this description are Ohio State Plane Coordinate System, NAD83(2011), North Zone, Grid North;

Capped rebar set is a 5/8 inch diameter 30 inches long rebar set with plastic cap stamped: ARCADIS US INC

The stations referred are from the centerline of right-of-way of Byxbe Parkway as shown on said Right of Way Plans, unless noted otherwise.

Arcadis U.S., Inc.
Robert G. Hoy, Ohio Professional Surveyor No. 8142



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

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
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**IN THE MATTER OF APPROVING AN IN-LIEU FEE PROGRAM CREDIT PURCHASE
AGREEMENT FOR BYXBE PARKWAY:**

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

**IN-LIEU FEE PROGRAM
CREDIT PURCHASE AGREEMENT
HUNTINGTON & PITTSBURGH CORPS DISTRICTS**

WHEREAS, the discharge of dredged or fill material into waters of the United States and waters of the State of Ohio, including streams and wetlands, is regulated pursuant to Section 404 of the Clean Water Act, 33 U.S.C. §1344, and/or Ohio Revised Code Chapter 6111;

WHEREAS, entities planning to place dredged or fill material into waters of the United States or waters of the State of Ohio, including streams and wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") including, in many cases, the mitigation of impacts;

WHEREAS, the Stream + Wetlands Foundation ("S+W") has established an In-Lieu Fee Program ("ILFP") in the Huntington and Pittsburgh Corps Districts that has been approved by the IRT and is authorized to provide ILFP credits to entities required to provide compensatory mitigation for stream and wetland impacts; and

THEREFORE, Chris Basuerman, Delaware County Engineer ("Client") and S+W agree they will comply with the following guidelines and procedures by which Client will purchase ILFP wetland mitigation credits from S+W to provide compensatory mitigation for stream and/or wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and/or Ohio Revised Code Chapter 6111.

A. Initial Reservation Period

This Agreement shall become effective on upon the date this Agreement is signed by both S+W and Client. Upon receipt of a complete, signed copy of this Agreement and the Initial Deposit, S+W will reserve the ILFP mitigation credits designated above for a period of six (6) months (the "Initial Reservation Period"). In the event that Client withdraws its stream and/or wetland fill permit application or the application is denied, the deposit will be refunded upon the written request of Client confirming permit withdrawal or denial, provided such request is received by S+W within six (6) months from the Effective Date.

B. Extension of Reservation Period

Client may extend the Initial Reservation Period for additional six (6) month periods (not to exceed 24 months from the Effective Date) by delivering payment(s) to S+W of 10% of the total ILFP credit purchase price for each six (6) month extension period and timely providing S+W with written notice requesting such extension. All deposit payments are non-refundable upon expiration of the Initial Reservation Period. Full payment is due no later than two years after the Effective Date of this Agreement. If S+W does not receive full payment within two years of the Effective Date, all deposit payments will be retained by S+W and the previously reserved ILFP credits will be immediately available for sale to third parties.

C. Within thirty (30) days of issuance of the Clean Water Act Section 404 permit and, if necessary, the Section 401 Certification and/or Ohio Isolated Wetland Permit, whichever is later received (the "Permit Issue Date"), Client will tender in full the outstanding balance of the cost of the ILFP credits. Client will concurrently provide S+W with a copy of the Section 404 permit and, if applicable, the Section 401 Certification and/or the Ohio Isolated Wetland Permit or other approval to impact wetlands on the project. If payment is not received by S+W within thirty (30) days of the Permit Issue Date, the Client will be considered to be in Default of Payment and a late payment penalty of \$500 or 2.0% interest on outstanding balance, whichever is greater, shall be immediately applied for each month or portion thereof until payment is received in full, including all late payment penalties.

D. If the Client is in Default of Payment for greater than ninety (90) days, S+W may, at its sole discretion, notify the Client that this Agreement is terminated and elect to market and sell the Client's reserved ILFP credits to a third party. The Corps and/or Ohio EPA shall be notified by S+W that this Agreement has been terminated and the ILFP credits are no longer held in reserve for the Client. The Client's deposit payment(s) will be forfeited to S+W; provided, however, that S+W may, in its sole discretion, and written request of the Client apply the amount of the deposit payment or any portion thereof against the cost of future ILFP credit purchases by the Client from S+W.

E. The Client shall have no obligation other than the payments set forth in this Agreement for the completion of compensatory mitigation represented by the purchase of the ILFP credits. S+W is solely responsible for the successful implementation of all compensatory mitigation represented by the purchase of the ILFP credits consistent with the ILFP Final Instrument. This Agreement does not constitute a permit or other authority to proceed with the proposed stream and/or wetland impacts and the Client is solely responsible

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for obtaining all necessary permits and other approvals required for the project.

I. OBLIGATIONS OF STREAM + WETLANDS

A. S+W has established the Huntington and Pittsburgh Corps District ILFP and the IRT has confirmed that S+W is authorized to sell ILFP credits to entities required to provide compensatory mitigation for stream and wetland impacts.

B. In consideration for the payment by Client of \$41,600.00 (plus any subsequently accrued late payment penalties), S+W hereby agrees to provide 0.8 approved wetland ILFP credits and n/a approved stream ILFP credits established in the Huntington and Pittsburgh Corps District ILFP for the benefit of Client consistent with the terms of the Agreement. S+W shall be solely responsible for completing the compensatory mitigation requirements consistent the purchase of ILFP credits and the terms of the Huntington and Pittsburgh Corps Districts ILFP Instrument, including applying wetland mitigation credits purchased by Client and ensuring the quality and performance of wetland ecosystems serving as mitigation for Client. S+W shall indemnify Client from any damages or liabilities which may arise out of any act or omission of S+W.

C. S+W will promptly provide written confirmation to the Client that full payment has been received for the purchase of ILFP credits specified in paragraphs II of this Agreement.

II. GENERAL PROVISIONS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.

B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.

C. This Agreement is the entire agreement between S+W and Client and supersedes any prior agreements of communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

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

11
RESOLUTION NO. 21-747

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS FOR THE PINES SECTION 2 AND THE PINES SECTION 3 AND APPROVING RETURN OF CONSTRUCTION SURETY TO THE OWNER:

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

WHEREAS, the roadway construction has been completed for the projects known as The Pines Section 2 and The Pines Section 3 (“Projects”); and

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

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreements, the maintenance bonds be set at \$104,190 for The Pines Section 2 and \$171,840 for The Pines Section 3 (10% of the original construction estimate) and the Projects be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Owner”) has provided maintenance bonds in the amount of \$104,190 for The Pines Section 2 and \$171,840 for The Pines Section 3 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the construction bonds being held as surety for the Projects be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bonds in the amount of \$104,190 for The Pines Section 2 and \$171,840 for The Pines Section 3, places the Projects on the required one year maintenance period, and returns the construction bonds being held for the Projects to the Owner.

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

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12

RESOLUTION NO. 21-748

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR DAVENPORT’S BON VIEW, LOT 601, DIVISION 1:

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

WHEREAS, Thomas Miller has submitted the Plat of Subdivision (“Plat”) for Davenport’s Bon View, Lot 601, Division 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 20, 2021; and

WHEREAS, Del-Co Water Company, Inc. has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on June 30, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on July 12, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 21, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 6, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Davenport’s Bon View, Lot 601, Division 1:

Davenport’s Bon View, Lot 601, Division 1

State of Ohio, County of Delaware, Township of Genoa, in Farm Lot Sixteen (16) and one (1) of Section Three (30, Range Seventeen (17) of the United States Military Lands and being part of lot 601 and a 0.491 acre parcel of the Davenport’s Bon View Subdivision (as shown in Plat Book 6, Page 53) for a total of 1.309 acres with said 1.309 acres being the same 1.309 acre parcel conveyed to Thomas A. Miller as shown in instrument number 201900033032, auditor parcel number 317311010070000 - 0.818 and parcel number 317311010006001 – 0,491 acres of the Delaware County Recorders Records. Cost: \$6.00

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

13

RESOLUTION NO. 21-749

IN THE MATTER OF APPROVING A CHARITABLE AGENCY COMMITTEE FOR THE CHARITABLE AGENCIES SUPPORT POLICY:

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

WHEREAS, Resolution No. 13-424 approved A Charitable Agencies Support Policy for Delaware County; and

WHEREAS, section 5.1 of the Application Process states the following:

5.1 Delaware County will create a Charitable Agency Committee (hereinafter known as the “Committee”). The Committee will consist of five (5) members appointed by the Delaware County Board of Commissioners, with no more than one member from any one office or department within the county. One of the five members will be appointed as the chair. The Committee shall review all applications and make a recommendation to the Delaware County Board of Commissioners, which shall have final approval. The Committee members will serve on a two-year basis with no additional compensation for serving on the Committee. Members wishing to serve on the Committee that report to elected officials/boards other than the Board of Commissioners must first get approval from their respective elected official/board before announcing their intent to serve. The Committee will meet on an as-needed basis for the consideration of those Charitable Agencies applying for approval; and

WHEREAS, the following is a list of the proposed Charitable Agency Committee with terms from August 16, 2021, through December 31, 2023:

Jane Hawes (to serve as Chair), representing the Commissioners’ Office
Robert Martin, representing the Sheriff’s Office, approved by Sheriff Russell Martin

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Seiji Kille, representing the Auditor’s Office, approved by Auditor George Kaitsa
 Clerk of Courts Natalie Fravel
 Karen Wadkins, representing the Probate/Juvenile Courts, approved by Probate/Juvenile Courts Judge David Hejmanowski.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the above Charitable Agency Committee with terms from August 16, 2021, through December 31, 2023.

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

14

RESOLUTION NO. 21-750

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS, ESTABLISHING NEW FUNDS, NEW ORGANIZATION KEYS AND APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Funds

From:	To:	
10011102-5801	42011438-4601	\$816,175.76
Commissioners General/Misc. Cash Transfer	Capital Improvements Reserve/Interfund Revenues	

New Fund

530	BR DI Ruder West
531	BR DI Thomas #9

New Organization Key

53011149	BR DI Ruder West
53111150	BR DI Thomas #9

Supplemental Appropriation

44411439-5375	Olent Cross Redev Tax Equiv/Election and Settlement Services	\$410.79
44511441-5375	Creekside Redev Tax Equiv/Election and Settlement Services	\$59.13
50411121-5375	BR RD Imp US23/Election and Settlement Services	\$593.46
52211141-5375	BR DI Chadwick/Election and Settlement Services	\$152.62
52311142-5375	BR DI Hardin/Election and Settlement Services	\$46.69
52511144-5375	BR DI Winding Creek/Election and Settlement Services	\$18.60
52611145-5375	BR DI Scott Lateral/Election and Settlement Services	\$11.38
52711146-5375	BR DI Havens/Election and Settlement Services	\$15.58
52911148-5375	BR DI Ruder East/Election and Settlement Services	\$2.08
50111117-5728	Bond Retirement Debt Service/Legal Fees & Other Exp	\$5,000.00

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

15

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
 -Met with Gilbane on Thursday afternoon. They are making progress on getting a GMP list by the end of the month.

16

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton
 -Attended the MORPC meeting in person on Thursday afternoon.
 -Attended the Benefit in the Barn hosted by Gar-Mar Farms on Saturday evening.
 -The Census numbers were released on Friday. Delaware County is still the fastest growing County in Ohio. The Village of Sunbury will not be known as the City of Sunbury as their population surpassed 6,000 people.

Commissioner Merrell
 -Outlined several census highlights.

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RESOLUTION NO. 21-751

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official; to consider the purchase of property for public purposes; to consider the sale of property at competitive bidding; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 21-752

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 11:37 A.M./RECONVENE 1:30P.M.

DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT

18

**1:30 P.M. Viewing For Consideration Of The Evans #354 Drainage Maintenance Petition Filed By James McNeilis
(Through the use of video technology, at the office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio)**

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Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

SIGN-IN SHEET FOR AUGUST 16, 2021

1:30 P.M. Viewing Of The Evans #354 Drainage Improvement
Petition

	NAME	ADDRESS
1	MIKE STOLOSI JR - GREG & RONDA LYMAN	4459 GREEN- COOK RD WESTERVILLE OH 43082
2	Joshua Cartee - Jim & Cindy McNeill	191 W. Nationwide Blvd., Ste. 300 Columbus, OH 43215
3	Walter & Jackie Mackie	15131 Saneher Road New Albany OH 43054
4	Russ Stewart	14857 Fancher Rd Westerville, OH 43081
5	Ronald Scott Humphreys	4457 Green Cook Rd
6	TINA HUMPHREYS	4457 Green Cook Rd
7	Brenda Turner	51 Blendon Dr. Westerville, OH 43081
8	Cary Damon	15481 Evans Rd
9	Jeff Sowars	15550 EVANS RD
10	Dan & Heidi Marshall	15500 Evans Rd
11	RYAN KING	15010 ROBINS RD, JOHNSTOWN OH 43031
12	Dale Turner	51 Blendon Dr. Westerville OH 43081
13	Jim & Cindy McNeill	14913 Fancher Rd
14	Rebecca Longsmith	Delaware SWCD

Continued ...

SIGN-IN SHEET FOR AUGUST 16, 2021

1:30 P.M. Viewing Of The Evans #354 Drainage Improvement
Petition

	Name	Address
15	McNeill	1057 Woodstock Westerville
16	MATT GRAMZA	1002 VIXEN DR. CINCINNATI OH 45245
17	Garri Greenman	14176 Fancher Rd Westerville Oh.
18	Kurt Simmond	DCEU
19	Michael Evans	14836 Fancher Rd
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Continued ... SIGN-IN SHEET FOR
AUGUST 16, 2021

There being no further business, the meeting adjourned.

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners