

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 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

Absent:
 Jeff Benton, Commissioner

1
 RESOLUTION NO. 21-1120

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 8, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 8, 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 Absent

2
 PUBLIC COMMENT
 -None

3
 RESOLUTION NO. 21-1121

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1112 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1112:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1112, memo transfers in batch numbers MTAPR1112 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2101596 (QUASAR)	OTHER SERVICES	66211900-5380	\$35,000.00
P2102215 (GARLAND)	Regional Sewer	66211900-5410	\$11,145.16
P2101015 (AEP)	Facilities Department	10011105-5338	\$30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2104701	DELAWARE FLOOR CO INC	CARPET - 149 BUILDING	40111402 - 5328	\$9,954.00
R2104814	EVENT METAL DETECTORS	XRAY MACHINE - COURTHOUSE	40111402 - 5450	\$20,000.00

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

4
 RESOLUTION NO. 21-1122

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR HARSH #480, FILED BY THOMAS & CHRISTINE FINKS:

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

Harsh #480 drainage petition

WHEREAS, on September 8, 2021, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Thomas & Christine Finks, to:

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1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
2. In Delaware County, Scioto Township, within the Harsh #480 watershed and generally following, but not limited to, the course and termini of existing improvements.

WHEREAS, the proper bond has been filed with the Clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Monday, December 20, 2021, at 1:30P.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, is hereby fixed as the time and place for the view of the proposed improvement; and

BE IT FURTHER RESOLVED that **Monday, March 14, 2022, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

5
RESOLUTION NO. 21-1123

IN THE MATTER OF RECOGNIZING NOVEMBER 2021 AS NATIONAL ADOPTION MONTH:

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

WHEREAS, the theme for the November 2021 National Adoption Month is “Every Conversation Matters”; and

WHEREAS, on any given day, more than 16,000 Ohio children live in foster homes or other out-of-home placement settings; and

WHEREAS, more than 2,600 of those children and youth in foster care are waiting to be adopted; and

WHEREAS, since March 2021, the Delaware County Department of Job and Family Services has successfully finalized adoptions of six children and youth ranging in age from 2.5 years to 15.5 years; and

WHEREAS, Delaware County, Ohio, currently has four children and youth, ages 5 to 16, who are waiting for adoption finalization dates; and

WHEREAS, adoption enriches the lives of children, youth, and the families who welcome them; and

WHEREAS, the Ohio Department of Job and Family Services and the Delaware County Department of Job and Family Services, along with public and private child caring agencies throughout the state, work diligently to provide safe, stable, permanent homes for Ohio’s most vulnerable children;

NOW, THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY COMMISSIONERS: That this Board recognizes November 2021 as

ADOPTION RECOGNITION AND RECRUITMENT MONTH

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

6
RESOLUTION NO. 21-1124

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR PUBLIC DEFENDER:

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

Transfer of Appropriation

From:	To:	
10083801-5001	10083801-5301	50,000.00
Public Defender/Compensation	Public Defender/Contracted Professional Services	

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

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RESOLUTION NO. 21-1125

IN THE MATTER OF APPROVING AN UPDATED RECOMMENDATION BY THE DELAWARE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE FOR THE APPOINTMENT OF REPRESENTATIVES:

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

WHEREAS, in accordance with section 3750.03(B) of the Revised Code, the State Emergency Response Commission shall appoint the members of the Delaware County Local Emergency Planning Committee (“LEPC”) from a list of persons submitted by the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, the LEPC recommends the Board submit the following person to be nominated as the media representative to the LEPC, subject to appointment by the State Emergency Response Commission, for the period of December 8th, 2021 through August 9, 2023:

Representatives:

Name:	Title:	Employer/Representing:
Glenn Battishill	Reporter	Delaware Gazette/Media

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the LEPC’s recommendation, approves the aforementioned person to be nominated as a representative to the LEPC, and authorizes submitting this Resolution to the State Emergency Response Commission for consideration of appointment to the LEPC.

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

8

RESOLUTION NO. 21-1126

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR DEL-TR1782-0.00, REED PARKWAY PHASE 1:

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

**DEL-TR1782-0.00 Reed Parkway Phase 1
Bid Opening of October 26, 2021**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-TR1782-0.00 Reed Parkway Phase 1;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Double Z Construction Company for the project known as DEL-TR1782-0.00 Reed Parkway Phase 1, as follows:

CONTRACT

THIS AGREEMENT is made this 15th day of November, 2021 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**DEL-TR1782-0.00 Reed Parkway Phase 1**”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Five Hundred Sixty-Seven Thousand Two Hundred Fifty-Eight Dollars and Seventy-Five Cents (\$567,258.75)**, subject to additions and deductions as provided in the Contract Documents.

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ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 21-1127

IN THE MATTER OF APPROVING THE DEVELOPER’S AGREEMENT BETWEEN GRDEN, LLC, M/I HOMES OF CENTRAL OHIO AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR WINTERBROOKE PLACE:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Winterbrooke Place;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Winterbrooke Place, as follows:

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (“Agreement”), made and entered into as of November 15, 2021 (the “Effective Date”), by and between **GRDEN LLC** (the “Owner”), **M/I HOMES OF CENTRAL OHIO, LLC** (the “Developer”) and the **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO** (the “County”), hereinafter referred to collectively as the “Parties”, under the following circumstances:

WHEREAS, the Owner is the owner of 100.68 acres, more or less (the “Property”), located in the City of Delaware, including the following County Auditor’s tax parcels;

- 418-330-01-018-000 45.053 acres;
- 418-330-01-018-001 4.794 acres;
- 418-330-01-019-000 35.538 acres;
- 418-320-01-038-000 15.295 acres; and

WHEREAS, the Owner and Developer intend to develop the Property as a residential subdivision known as Winterbrooke Place, which includes, among other things, approximately 263 single family units and an extension of Winterbourne Drive from its current terminus near Cheshire Road south to a new intersection at Peachblow Road; and

WHEREAS, as a condition of constructing or improving a new public road intersection under the County’s jurisdiction, the County routinely requires reasonable improvements to be made to mitigate the traffic impacts associated with a new roadway intersection; and

WHEREAS, Peachblow Road is County Road 98, under the jurisdiction of the County; and

WHEREAS, a Traffic Impact Study (“TIS”), dated June 2019, prepared by Smart Services, Inc. for Arlington Builders and approved by the Delaware County Engineer (the “Engineer”) on September 26, 2019, included as **Exhibit A**, recommends that the proposed intersection of Winterbourne Drive and Peachblow Road be improved with a traffic signal and turn lanes to mitigate the traffic impacts associated with the new intersection (the “Traffic Improvements”); and

WHEREAS, the Parties have discussed and agreed in concept that it would be mutually beneficial, in lieu of constructing the required Traffic Improvements, to contribute funds toward a planned County project to construct an extension of North Road, commencing at the proposed intersection of Winterbourne Drive and Peachblow Road and running in a southerly direction to the current North Road intersection at Shanahan Road, for approximately 1 mile; and

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WHEREAS, in anticipation of reaching agreement with the Owner and Developer to contribute to said new road, the County has contracted with the Delaware County Transportation Improvement District to construct the first phase of said Project, also known as “DEL-CR272-0.92 Phase 1” (the “Project”),

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

Section 1. Developer’s Traffic Improvements; Contribution In-Lieu of Construction. The cost of the required Traffic Improvements is fairly estimated to be **Four Hundred Thousand Dollars (\$400,000.00)**, if constructed in 2024.

Said amount shall be contributed to the County as a fair and proportionate share of the cost to construct, and benefit received from, the County’s proposed Project and said amount shall hereinafter be referred to as the “**Developer’s Contribution**” to the Project.

The Developer’s Contribution shall be made by the Owner or Developer to the County in the form of a special assessment or cash payment in-lieu of assessment described hereinafter and shall be considered full compensation for the Developer’s required Traffic Improvements as specified in the TIS. The County will not require the Developer to make any additional traffic improvements associated with the proposed development of the Property unless the scope of the development of the Property is materially different than described in the TIS.

Section 2. Levy of Special Assessment; Apportionment. Owner hereby consents and agrees to the County’s levy of a special assessment upon the tax duplicate of the Property, in the manner described hereinafter and in a total amount not to exceed the **Developer’s Contribution of \$400,000.00**, to be paid in equal installments over a period of four (4) years commencing in tax year 2024, paid semi-annually with real estate taxes beginning in January 2025, terminating in tax year 2027.

The special assessment shall be apportioned upon the County Auditor’s Parcels listed below, in the following manner:

418-330-01-018-000	45.053 acres;
418-330-01-018-001	4.794 acres;
418-330-01-019-000	35.538 acres;
418-320-01-038-000	15.295 acres; and

- (a) Upon any residential improved lot of 1 acre or more: \$500.00 per year
- (b) Upon any residential improved lot of less than 1 acre: \$300.00 per year
- (c) Upon all privately owned, unimproved parcels or tracts of land, the entire remaining amount divided equally per acre of land.

Assessments upon any newly created parcels or platted building lots shall be in accordance with the County Auditor’s procedures for the assessment of real property with respect to the date in which the parcel is created and the date in which the assessment is due.

Public property or property deeded to an association of homeowners for joint ownership, operation and maintenance of public amenities, or reserved for open space, public or common use, shall not be assessed.

The Owner, his agents, heirs and/or assigns may make a written request to amend the apportionment of the special assessment as described above, at any time, and the County shall not unreasonably deny granting of such request. If the County amends the apportionment of the assessment, such changes shall become effective during the current tax year if made prior to September 1 (payable with taxes due the following January), or the following tax year if changes are made after September 1.

In order to initiate the special assessment as agreed to herein, the Owner shall sign and deliver to the County, no later than December 31, 2021, a special assessment petition (which shall be substantially in the form set forth on Exhibit B) requesting that the Project be designed, constructed and installed and that a portion of the cost of the Project equal to the Developer’s Contribution be specially assessed against the Property in accordance with this Agreement.

Section 3. Cash Payment In-Lieu of Special Assessment; Other Guarantee. The Developer, its agents, heirs and/or assigns, may pay the following sum(s) in lieu of the County’s levy of special assessment described above, and if the full amount is received by the date shown below, the County shall accept the same as full payment for the Developer’s Contribution, and shall take necessary actions to terminate the special assessment and instruct the County Auditor not to levy the special assessment described above:

Total Amount if Paid in Full by December 31, 2021	\$358,000.00
Total Amount if Paid in Full by December 31, 2022	\$368,000.00
Total Amount if Paid in Full by December 31, 2023	\$379,000.00

Any unpaid balance remaining as of January 1, 2024 shall be levied upon the tax duplicate as

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described in Section 2.

Prior to December 31, 2023, the Developer may furnish, unto the County, one of the following forms of financial warranty to secure any unpaid balance remaining, calculated as the Total Amount listed above, effective at the expiration date of such financial warranty, less any amount(s) paid-to-date:

- (a) An irrevocable standby letter of credit drawn upon a bank or other financial institution licensed to do business in the State of Ohio and accepted by the County, with an expiration date no later than December 31, 2023.
- (b) An escrow of funds with an acceptable financial institution licensed to do business in the State of Ohio and accepted by the County, with a requirement that such funds be paid to the County no later than December 31, 2023.

Upon County's acceptance of a financial warranty described above securing any remaining, unpaid balance, the County shall terminate the special assessment levied as described in Section 2.

Section 4. County Agrees to Construct Improvements; Entire Share. The County shall construct, or cause to be constructed, a single-lane modern roundabout at the proposed intersection of Winterbourne Drive, North Road and Peachblow Road as part of the County's planned DEL-CR272-0.92 Phase 1 project and to substantially complete construction of the same by August 1, 2021.

The County shall also complete certain drainage improvements as shown in the approved plans for the Project, including installation of a 30-inch storm sewer extending from the northeast quadrant of the roundabout, and out letting in the southwest quadrant of the roundabout, which shall provide an outlet for the Developer's proposed future retention basin located in the northeast quadrant of the proposed roundabout.

Section 5. Dedication of Right of Way; Right of Entry to Construct and Maintain. The Developer shall dedicate all necessary right of way and easements, as generally shown in Exhibit C, for the perpetual maintenance and operation of the roadway and related infrastructure through the plat of subdivision for the proposed Winterbrooke Place subdivision, or other method(s) acceptable to the County no later than December 31, 2023.

The Developer hereby authorizes and grants the right to the County to enter upon the Property for the purpose of constructing and maintaining the Project until such time as the right of way dedication stated above is complete. Within seven (7) days after the Effective Date, the Developer shall execute and deliver to the County an instrument formally granting the right of entry (which shall be substantially in the form set forth on Exhibit D). Upon completion of the Project, the County shall restore the property to a condition that is as near as practicable to the existing condition of the Property.

Section 6. Miscellaneous.

(a) **Assignment.** This Agreement may be assigned by the Developer to a purchaser of the Property, and in such case, the terms of this Agreement shall remain in full force and effect as if the Agreement were made originally with such 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 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.

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(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) 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 Developer, 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.

(j) 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.

(k) 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 Owner at: | Grden LLC
Attn.: Bob Grden, Arlington Builders
10590 Wellington Blvd.
Powell, OH 43065 |
| (ii) | the Developer at: | M/I Homes of Central Ohio, LLC
Attn.: Josh Barkan, Vice President of Land
4131 Worth Ave, 3 rd Floor
Columbus, OH 43219 |
| (ii) | the County at: | County of Delaware, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
Attn: 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.

(l) 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.

(m) 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.

(n) 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 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.

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

(p) 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.

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

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RESOLUTION NO. 21-1128

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE OWNER’S AGREEMENT FOR NORTHSTAR GOLDWELL SECTION 2:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following Amendment No. 1 to the Owner’s Agreement for Northstar Goldwell Section 2:

**AMENDMENT NO. 1
OWNER’S AGREEMENT
Project Number 21046**

This Amendment No. 1 to the Owner’s Agreement dated June 28, 2021 for **Northstar-Goldwell, Section 2**, is made and entered into this 15th day of November, 2021, by and between **Nationwide Residential Development, LLC**, (“Owner”) and the **Board of County Commissioners of Delaware County Ohio** (“County Commissioners”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Both Parties mutually agree to amend the Owner’s Agreement as follows:

- A. The Owner elects to change the Option chosen for this project from Option 2 to Option 1.
- B. The Owner shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in accordance with Option 1 of the Owner’s Agreement as shown in the Revised Exhibit “A” attached hereto.

ARTICLE 2 – REMAINING PROVISIONS

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

REVISED EXHIBIT A

Original - Subdivision Agreement

Construction Cost Estimate	\$1,542,400
Construction Bond	N/A
Maintenance Bond	\$ 154,400
Inspection Fee Deposit	\$ 46,000

Honeygrove Drive

Construction Cost Estimate	\$ 309,100
Construction Bond (80%)	\$ 247,300

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

11

RESOLUTION NO. 21-1129

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, RELEASING SURETY, AND ESTABLISHING STOP CONDITIONS FOR NORTH FARMS SECTION 9:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within North Farms Section 9 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.06 mile to Township Road Number 1696, Swanton Street;
- Hibbing Lane, to be known as Township Road Number 1790;
- Coventry Court, to be known as Township Road Number 1791; and

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

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

WHEREAS, the Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

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- On Township Road Number 1696, Swanton Street, at its intersection with Township Road Number 272, North Road;
- On Township Road Number 1696, Swanton Street, at its intersection with Township Road Number 1791, Hibbing Street, and Township Road Number 1791, Coventry Court;

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

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

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RESOLUTION NO. 21-1130

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT CURRENTLY IN EFFECT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE 911 CENTER, AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adopt, and authorize the Acting County Administrator to execute, the following Memorandum of Understanding:

**MOU
Between Delaware County Commissioners, 911Center
And
The Ohio Patrolmen's Benevolent Association**

This Memorandum of Understanding (MOU) is entered into between Delaware County Commissioners (Employer) and Ohio Patrolmen's Benevolent Association (Union) for the purpose of modifying Article 19 Wages, Benefits in the Collective Bargaining Agreement (CBA) between them covering the term January 1, 2021 through December 31, 2023, SERB case number 2020-MED-10-1191.

The purpose of this memorandum is to adjust the rate of pay for all bargaining unit employees in 2021, 2022 and again in 2023 to remain competitive with other local employers.

Now therefore the parties agree as follows:

Section 19.1 Wage Schedule shall be amended as follows.

Effective Pay Period after approval by both parties.

Step 1	Step 2	Step 3	Step 4
Probation	1+ Years	2+ Years	4+ Years
\$21.95	\$24.43	\$26.02	\$28.14

Effective January 1, 2022

Step 1	Step 2	Step 3	Step 4
Probation	1+ Years	2+ Years	4+ Years
\$22.82	\$25.41	\$27.06	\$29.27

Effective January 1, 2023

Step 1	Step 2	Step 3	Step 4
Probation	1+ Years	2+ Years	4+ Years
\$23.73	\$26.43	\$28.14	\$30.44

The provisions of this memorandum supersede and replace the wage reopener for 2023 as set forth in Articles 19 and 23 of the collective bargaining agreement.

This memorandum shall:

1. Not affect any other provisions of the agreement

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

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COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 2021

RESOLUTION NO. 21-1131

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF EMERGENCY COMMUNICATIONS:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Emergency Communications has received a donation in support of the First Responder Therapy Canine, Coco; and

WHEREAS, a gift was received from Delaware Chrysler Jeep Dodge Ram and Performance Chrysler Jeep Dodge Ram Delaware in the amount of \$1,000; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donations and offer thanks for the generous support;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation for a total amount of \$1,000 and thanks Delaware Chrysler Jeep Dodge Ram and Performance Chrysler Jeep Dodge Ram Delaware for their thoughtful generosity and commitment to Delaware County.

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

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ADMINISTRATOR REPORTS

Dawn Huston, Acting Administrator

- Open Enrollment has now closed. Thank you to Cindi Herring, Amanda Kreft, Seth Allen and Joe Prescott for their hard work.
- Budget Hearings begin on Wednesday. Thank you to Karen First, who has done a lot to get us to this point.
- Attended the Tri-Township Fire Station’s groundbreaking event yesterday.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

- Thank you to Karen Fist, Sarah Dinovo and Marisa Stith for their work on the budget.
- Thank you to Chief Donahue, Ellen Wandell and Matt Brown for their work on the EMA wage study.

Commissioner Merrell

- Attended the Tri-Township Fire Station’s groundbreaking event yesterday. The new station will be named the Thurman Evans Station.
- Attended the CORSAs board meeting Friday.
- Attended the Veterans Day breakfast and ceremony on Thursday.
- Attended the Regional Planning executive committee meeting last Wednesday.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners