

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 29, 2021**

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

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

1
RESOLUTION NO. 21-1150

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 22, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 22, 2021; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 21-1151

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1124 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1124:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1124, memo transfers in batch numbers MTAPR1124 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2103472 (Healing Pathways)	Job and Family Care	22511607-5342	\$11,730.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2104945	RUSH TRUCK CENTER INC	REPAIRS TO SEMI 956	66211900 - 5328	\$10,271.52
R2104948	STEPHEN CAMPBELL & ASSOC INC	QTY TWO - TWO PORT USB DVSI	21411306 - 5260	\$5,400.00
R2104948	STEPHEN CAMPBELL & ASSOC INC	FOUR BROADCASTIFY STREAMS SOFTWARE MODULE	21411306 - 5320	\$4,584.00
R2104961	COMPUTATIONAL HYDRAULICS INTL	PCSWMM RENEWAL 1 15 22-1 15 23	66211900 - 5320	\$5,440.00
R2104962	DANI HOMES LTD	REFUND OF CAPACITY FEE FOR 975 LALE POINT -	66211900 - 5319	\$8,100.00

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

4
RESOLUTION NO. 21-1152

IN THE MATTER OF DETERMINING THE SUFFICIENCY OF THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY AND FIXING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Concord/Scioto Community Authority (the "Authority") was filed with this Board of County Commissioners of Delaware County, Ohio (the "Board") by Triangle Properties, Inc. ("Triangle"), as initial developer of the Authority on February 8, 2007, which Petition this Board approved pursuant to Resolution No. 07-331 on March 22, 2007; and

WHEREAS, pursuant to Resolution No. 07-809, on July 2, 2007 this Board approved the assignment by Triangle of its rights, responsibilities, and duties as statutory developer of the Authority to Concord/Scioto Development, LLC (the "Developer"); and

WHEREAS, the Petition generally described the boundaries of the related new community district (the "District"); and

WHEREAS, the Board is the "organizational board of commissioners," as that term is defined in section 349.01(F) of the Revised Code, for the Authority; and

WHEREAS, on November 15, 2021, the Developer filed four (4) applications (the "Applications") with the Board requesting that certain parcels of real property controlled by the Developer be added to the District, which applications were signed by the City of Delaware, Ohio, as the "proximate city," pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the Applications each further provide that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years' duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, the Board has reviewed the Applications and determined that the Applications comply with the requirements of section 349.03 of the Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Applications, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Applications, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by section 349.03(A) 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 finds and determines that the Applications comply with the requirements of section 349.03 of the Revised Code as to form and substance.

Section 2. The Board hereby fixes Monday, December 20, 2021, at 10:00 AM, at the Commissioners' Hearing Room, 91 North Sandusky Street, Delaware, Ohio, as the date, time, and place of a public hearing on the Applications.

Section 3. The Clerk of this Board is directed to give notice of the public hearing on the Applications by publication once each week for three consecutive weeks in *The Delaware Gazette*.

Section 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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

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RESOLUTION NO. 21-1153

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM CLYDESDALE STONEHAUS LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D1, D2 and D3 liquor license request from Clydesdale Stonehaus LLC, located at 5200 US Hwy 42W,

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Delaware, OH 43015; and

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

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

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

**6
RESOLUTION NO. 21-1154**

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

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling Litter Prevention Office
2022**

This agreement made the 14th day of December 2021, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 117 East High Street, Suite 257, Mount Vernon, Ohio 43050, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio 43015.

WITNESS ETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

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

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

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

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

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$78,069.00 for fulfillment of obligations listed in Exhibit #1. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on the annual program report forms.

2. Term

The term of this agreement shall commence on January 1, 2022 and terminate on December 31, 2022.

3. Payments

The District shall disburse the contract amount of \$78,069.00, subject to availability, per Delaware County in four quarterly payments as described: 30% January 2022; 25% April 2022; 25% July 2022; and 20% October 2022.

4. Allowable

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

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- b. Personnel: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract, unless approved by the District Board. Any CRLPO utilizing a family insurance plan will receive a stipend of \$3,000 to be used to help offset the additional health insurance cost. These funds will be included in the total contract amount for those counties that qualify and should be utilized for programmatic expenses.
- c. Contracts: costs for any outside services used by the CRLPO to help them meet the responsibilities outlined in Exhibit #1.
- d. Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.
- e. Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, public area recycling collection containers such as Clear Stream Containers and signage, etc.
- f. Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. - including registration and attending costs for in- state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- g. Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, computer, etc.
- h. Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.
- i. Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories as: memberships, subscriptions, etc.

5. Reporting

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

Dates Covered	Report Due
January 1- December 31	January 31, 2023

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 28, 2023. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the end of year report that is submitted to the District. The District will remit any unused funds into the Refund Account #952.1620.40910 for future use by any District program. If the described equipment or machinery set forth in Exhibit #3 is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account #952.1620.4091 O for future used by the District.

7. Termination

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

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program

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Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

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

DKMM Solid Waste District
Chair

Delaware County Commissioners
President

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

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2022 Agreement for Implementation.

CRLPO will submit a 2022 budget and marketing plan no later than January 14, 2022. These documents will outline the intended programs and associated expenses along with a general timeline for implementation for the 2022 program year. A format will be provided by DKMM for the marketing plan.

Program Focus Areas for 2022

Reduce - Reuse Focus should be placed on reducing and reusing waste. Although not limited to, a priority should be given to hazardous waste and latex paint. Buying only what you need would be a focus area as well as purchasing reusable items, secondhand shopping, donating useable items etc.

Hard to Dispose of Items Education based around the proper disposal of items that are hard to dispose of (mattresses, furniture, freon containing items, batteries, electronics, plastic bags, etc.) Focus should be placed on disposing of motor oil, latex paint and electronics throughout the year and not holding onto items for special collection events.

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

Common Elements

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

Residential Audience

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

- a. Annually conduct and update an Infrastructure Inventory (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards).
- b. Provide the Infrastructure Inventory to the District and ensure a print version is readily available for residents.
- c. Drop-off Inventory-once a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed and report to the District.
- d. Ensure drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself. Illegally dumped items and

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- e. litter should be taken care of within 24 business hours.
- e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data as needed. Must be in attendance at event(s).
- f. Promote the use of drop-off and curbside recycling programs as well as outline what is recyclable in each program.
- g. Promote the use of yard waste facilities as well as backyard composting (Don't Bag It).

Commercial Businesses, and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc.

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

Communities and Elected Officials Audience

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

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

School Age Youth Audience

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

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

Industry Audience

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

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

**Exhibit #2
Report Cover Page**

REPORT DUE: January 31, 2023

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COUNTY: DATE OF REPORT:

ITEMS TO BE INCLUDED WITH THE REPORT

- A. Auditors Report dated 12-31-22.
B. Detailed explanation of expenditures on the Financial Report provided.
C. Itemized listing of purchase orders carried into 2023.
E. Detailed explanation of activities on the Activity Report provided.
D. An up to date inventory list.
E. Disposal of Equipment Form as provided (if applicable).

REVENUE

Table with 2 columns: Description and Amount. Rows include Unexpended balance on 1-1-2022, Total DKMM Funds received year to date, Miscellaneous Reimbursements 2022, and Total DKMM Funds Available.

EXPENDITURES (totals from the Financial Report)

Table with 2 columns: Category and Amount. Categories include Salaries, Fringe Benefits, Contracts, Equipment, Supplies, Advertising, Awards, Travel, and Other.

Summary table with 2 columns: Description and Amount. Rows include Total DKMM Funds Available, Total All Expenditures 2022, Total of Purchase Orders Carried into 2023, and Unencumbered Fund Balance.

(unencumbered fund balance = total funds – expenditures – purchase orders carried into 2023)

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

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

Print Name President, County Commissioners

Signature Date

Report prepared by Date

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

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

7 RESOLUTION NO. 21-1155

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATION FOR THE LAW LIBRARY:

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

Transfer of Appropriation

Table with 3 columns: From, To, and Amount. Shows transfer from 20683201-5309 to 20683201-5217 for 12,000.00.

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

8 RESOLUTION NO. 21-1156

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IN THE MATTER OF AUTHORIZING A PROCUREMENT CARD FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, pursuant to R.C. 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Developmental Disabilities, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant R.C. 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

New Card:

Appointing Authority:	Delaware County Developmental Disabilities
Office/Department:	Delaware County Developmental Disabilities
Daily spending per card:	\$5,000.00
Monthly spending per card:	\$10,000.00
Single transaction limit:	\$5,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Mike Dancho
Department Coordinator:	Jared Zirillo

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

9
RESOLUTION NO. 21- 1157

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE PIKE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING INMATE HOUSING:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the following Contract between the Pike County Board of Commissioners and the Delaware County Board of Commissioners, regarding inmate housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract between the Pike County Board of Commissioners and the Delaware County Board of Commissioners, regarding inmate housing, as follows:

Contract between the Pike County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing;

Section 1 - Parties to the Agreement

This Agreement is made and entered into this day 29th of November 2021 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and Pike County Board of Commissioners, 230 Waverly Place, Waverly, OH 45690 ("Pike County") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Administrator of Corrections and Court Services, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

Pike County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to

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time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Pike County desire that Delaware County provide jail services to Pike County and have Pike County's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Pike County.

Delaware County will receive and care for, at the Delaware County Jail, 844 US HWY 42 N Delaware, Ohio 43015, all prisoners referred by Pike County for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Pike County of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Pike County for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Pike County to telephone or otherwise contact the Administrator before delivery of Pike County's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Pike County will also notify Delaware County of an estimated time of arrival.

Pike County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Pike County agrees to take reasonable steps to properly identify the inmate's biographical information including but not limited to the inmate's nationality. Pike County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Pike County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 - Transportation Expenses

Persons imprisoned by Pike County or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Pike County, at Pike County's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Pike County's prisoners outside Delaware County jurisdiction. When the destination of Pike County's prisoner transportation is outside Delaware County, Pike County shall arrange, at Pike County's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 - Confinement Expenses

Pike County shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$83.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Pike County's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Delaware County Sheriff shall prepare and submit to Pike County, monthly, a statement specifying all obligations for payment required of Pike County. Pike County shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Pike County any amount overpaid as specified in such statements within thirty (30) days after receiving notice.

Notwithstanding any term of this Agreement, Delaware County may require prisoner reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of set off to Pike County.

Section 6 - Care Expenses

Pike County shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Pike County's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and

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referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Pike County when the fact is known as soon as practical, without undue delay. If the prisoner requires hospitalization under guard, they will be booked out of jail into the custody of Pike County, and Pike County shall provide their own security for any and all hospitalizations

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Pike County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Pike County, or such other legal counsel Pike County may retain, shall represent Pike County in any and all habeas cases concerning this Agreement. Pike County shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Pike County to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Pike County. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Pike County's prisoners shall be paid by Pike County unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 – Liability

Delaware County shall be liable for escapes or other neglect of duty in relation to the prisoner, as in other cases. The Pike County's Sheriff and the Pike County Board of County Commissioners are not liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the prisoner while the prisoner is in the custody of Delaware County. The Parties agree that under R.C. 341.18 Delaware County shall have a right of action against Pike County for damages to the Delaware County Jail or other Delaware County property done by any prisoner confined pursuant to this Agreement Pike County shall not be required to reimburse Delaware County for ordinary wear and tear of Delaware County property occurring during confinement of Pike County's prisoners pursuant to this Agreement.

Section 9 - Right to Refuse Prisoners

In its sole discretion, Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Pike County develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to continue to keep said prisoner, Delaware County shall immediately notify Pike County or Pike County's Sheriff's Office and advise of the same. Upon notification provided herein, Pike County shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant Pike County female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware Jail, when, in the sole discretion of Delaware County, the Administrator, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates under the age of 18 are outside the scope of this agreement.

Section 10 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until October 31, 2024, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 11 - Miscellaneous Terms & Conditions

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and Pike County, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State

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of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Severability: If any item, condition, portion or section of this Agreement or the application thereof to any person premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Personnel: The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall Delaware County's employees be considered employees of Pike County within the meaning or application of any federal, state or local laws or regulations and vice versa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

10
RESOLUTION NO. 21-1158

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the "Policy"); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of Meeting Room in the Frank B. Willis Building, located at 2079 U.S. Route 23 North, Delaware, Ohio, on 2nd Tuesdays in January, February, March, April, and November, 2022, at the cost of \$125.00 per meeting.

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

11
RESOLUTION NO. 21-1159

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE FACILITIES DEPARTMENT:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County

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Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	County Commissioners
Office/Department:	<u>Facilities/Maintenance</u>
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$ 750
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card: Sean Raeuchle

Department Coordinator: Janette Adkins

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

12

RESOLUTION NO. 21-1160

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS LAZELLE ROAD, DEL-TR6/FRA-CR21:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as LAZELLE ROAD, DEL-TR6/FRA-CR21 (the "Improvement"), which includes replacement of an existing 73 x 55 inch corrugated metal pipe culvert and a 36 inch storm sewer under Lazelle Road and resurfacing from U.S. 23 to Lazelle Road East; and

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

Section 1. The specifications and estimate for the Improvement are hereby approved.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following:

Public Notice Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, December 21, 2021, at which time they will be publicly received and read aloud, for the project known as: LAZELLE ROAD, DEL-TR6/FRA-CR21. All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost. The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before June 10, 2022. The estimated commencement of work date is January 11, 2022.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
December 3, 2021

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

13
RESOLUTION NO. 21-1161

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary for the public convenience and welfare to construct highway improvements to East Powell Road and Lyra Drive (Project ID: DEL-Lyra Drive) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of the identified roads in Delaware County, Ohio (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value ("FMV") for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the "quick take" procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Daniel L. Heinlen & Gelene V. Heinlen	7-WD, CH, T	\$8,610.00
Andre Harper	8-WD, T	\$58,593.00
Lauren E. Haygood & Brook L. Haygood	10-WD, T1, T2	\$18,043.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Staff Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

14
RESOLUTION NO. 21-1162

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

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

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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
UT21-0198	AT&T	Seldom Seen Road	Place poles in ROW
UT21-0199	Bright Energy	Kilbourne Road	Bore gas line
UT21-0200	Bright Energy	Rosecrans Road	Bore gas line
UT21-0201	Columbia Gas	Rutherford Road	Install gas line
UT21-0202	AEP	Worthington Road	Replace poles
UT21-0203	AEP	S. Old State Road	Replace poles
UT21-0204	Columbia Gas	Rome Corners Road	Install gas line
UT21-0205	Columbia Gas	Cottages at Northlake Woods	Install mainline
UT21-0206	AEP	Home Road	Install conduit in ROW
UT21-0207	Spectrum	Miller Paul Road	Place cable in ROW
UT21-0208	Spectrum	Longshore Road	Place cable in ROW
UT21-0209	AEP	Various-Blanket 2022	Provide single customer service
UT21-0210	AEP	Sawmill Road	Relocate poles
UT21-0211	Spectrum	Lewis Road	Place cable in ROW

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

15

RESOLUTION NO. 21-1163

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTHSTAR GOLDWELL NEIGHBORHOOD SECTION 2 AND HARLEM ESTATES:

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

Northstar Goldwell Section 2

WHEREAS, Northstar Residential Development LLC has submitted the Plat of Subdivision (“Plat”) for Northstar Goldwell Neighborhood Section 2 and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on October 25, 2021; and

WHEREAS, Del-Co Water has reviewed said Plat for conformation with their Regulations and approved said Plat on October 21, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 4, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 8, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on November 19, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Goldwell Neighborhood Section:

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Northstar Goldwell Neighborhood Section 2

Situated in the State of Ohio, County of Delaware, Berkshire Township, Farm Lots 1 and 2, Quarter-Township 2, Township 4, Range 17, United States Military District, and being part of a 56.765 acre tract of land conveyed to Northstar Residential Development LLC by deed of record in Official Record 879, Page 1476 of the Delaware County Recorder’s Office. Cost: \$222.

Harlem Estates

WHEREAS, AV Investments LLC has submitted the Plat of Subdivision (“Plat”) for Harlem Estates, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Harlem Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on October 4, 2021; and

WHEREAS, Del-Co Water has reviewed said Plat for conformance with their Regulations and approved said Plat on October 4, 2021; and

WHEREAS, Delaware Public Health District reviewed said Plat for conformance with their Regulations and approved said Plat on October 4, 2021; and

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

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 8, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on November 19, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Harlem Estates:

Harlem Estates

Situated in the State of Ohio, County of Delaware, Township of Harlem, being a part of Farm Lots E and F in Quarter Township 2, Township 3 North, Range 16 West of the United States Military Lands, and being a part of a 72.069 acre tract conveyed to AV Investments LLC in Official Record 1618, Page 689, all records herein are from the Recorder’s Office, Delaware County, Ohio. Cost: \$33.

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

16

RESOLUTION NO. 21-1164

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

Weight Limit Reductions

WHEREAS, the Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic; and

WHEREAS, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles:



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COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	107	BALE KENYON	POWELL	EAST ORANGE
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	166	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	171	HOUSEMAN		
TOWNSHIP	156	JACKTOWN		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	62	KENNEY		
TOWNSHIP	61	LANE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	59	MOODY	OLIVE GREEN	JUSTAMERE
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	256	OLMSTEAD		
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG STATE ROUTE	OLIVE GREEN
TOWNSHIP	12	PORTER CENTRAL	656	COUNTY LINE
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	OLIVE GREEN	PORTER CENTRAL
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON	CARTERS CORNER	SR 61

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

17**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator
-No reports.

18**COMMISSIONERS' COMMITTEES REPORTS**

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Commissioner Lewis

-A big welcome to our new County Administrator, Tracie Davies.

Commissioner Benton

-Welcome to Tracie Davies.

-There will be a welcome reception for Tracie Davies on Thursday afternoon.

-Will be attending the DKMM meeting tomorrow.

Commissioner Merrell

-The Elected Officials are excited to have Tracie here.

-Thank you to the Communications Department for the decorations around the building.

-Thanksgiving comments.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners