

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 28, 2022**

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

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

1
RESOLUTION NO. 22-125

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 24, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 24, 2022; 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
RETIREMENT TRIBUTE

4
RESOLUTION NO. 22-126

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0225 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0226:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0226, memo transfers in batch numbers MTAPR0226 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Advantage (P2201461)	Job & Family Care Program	22511607-5342	\$65,000.00
Property Worx (P2200448)	Facilities Snow Contract	10011105-5325	\$ 8,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2202055	ATC GROUP SERVICES INC	TESTING & SPECIAL INSPECTIONS - BYXBE CAMPUS	42011440 - 5410	\$125,000.00
R2202093	TRIDENT SECURITY LLC	SECURITY SERVICE	10011102 - 5301	\$224,000.00
R2202110	DELHI LANDSCAPE INC	RETAINING WALL & LANDSCAPING - HISTORIC COURTHOUSE	40111402 - 5403	\$30,100.00
R2202157	UNITED WAY & COMMUNITY SRVC	EMERGENCY RENTAL ASSISTANCE PROGRAM ROUND 2	21111173 - 5365	\$117,000.00
R2202157	UNITED WAY & COMMUNITY SRVC	EMERGENCY RENTAL ASSISTANCE PROGRAM ROUND 2	21111173 - 5601	\$1,778,449.96

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

5
Judge Hejmanowski, Delaware County Juvenile/Probate Court
Discussion on Establishing A Guardianship Service Board

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RESOLUTION NO 22-127

IN THE MATTER OF ESTABLISHING A NEW FUND AND NEW ORGANIZATION KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS, TRANSFER OF APPROPRIATIONS AND TRANSFER OF FUNDS FOR PROBATE COURT:

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

New Fund			
250	Guardianship Service Board		
New Organization Key			
25087023	Guardianship Service Board		
Supplemental Appropriations			
10011102-5801	Commissioners General/Cash Transfers	80,216.00	
25087023-5001	Guardianship Service Board/Compensation	109,263.00	
25087023-5101	Guardianship Service Board/Health Insurance	62,351.50	
25087023-5102	Guardianship Service Board/Workers Comp	983.37	
25087023-5120	Guardianship Service Board/OPERS	15,296.82	
25087023-5131	Guardianship Service Board/Medicare	1,584.31	
25087023-5201	Guardianship Service Board/General Supplies	15,000.00	
25087023-5301	Guardianship Service Board/Contracted Prof Services	51,440.00	
Transfer of Appropriations			
From:	To:		
10027201-5380	10027201-5801	35,000.00	
Probate Court/Other Services	Probate Court/Cash Transfers		
Transfer of Funds			
From:	To:		
10011102-5801	25087023-4601	80,216.00	
Commissioners General/Cash Transfers	Guardianship Service Board/Interfund Revenues		
10027201-5801	25087023-4601	35,000.00	
Probate Court/Cash Transfers	Guardianship Service Board/Interfund Revenues		
Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell
		Aye	Mr. Benton
			Aye

6
RESOLUTION NO. 22-128

IN THE MATTER OF SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR TRANSPORTATION SERVICES FOR DELAWARE COUNTY, OHIO:

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

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
(RFP # 01-CY22)
For
Transportation Services
For
Delaware County Department of Job and Family Services**

Delaware County Department of Job and Family Services is seeking proposals from providers of Transportation Services for Delaware County.

Request For Proposal packets and related documents can be viewed and downloaded from Delaware County’s web page at <https://co.delaware.oh.us/media-room/bids/>, “Public Notices and Bids Information” section.

The contract resulting from the RFP will have an initial service period of July 1, 2022 through June 30, 2023 with an option to extend the contract for two (2) additional one (1) year periods.

Maximum compensation for this contract will be **\$200,000 annually**.

The Provider awarded the contract will provide, primarily, a non-fixed route, demand-responsive, curb-to-curb transportation service for eligible DCDJFS customers. Eligible DCDJFS customers will be referred to the provider through a transportation authorization referral process. There will be occasions when door-to-door transportation will be required. Provider must be able to provide both types of transportation services. The provider must be able to provide wheel-chair accessible services. The Provider will transport low-income clients to and from employment, medical appointments, child care, and/or other social services programs.

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Most transports will be within the City of Delaware or Delaware County, however, some transports (primarily for Medicaid required purposes) will be outside of Delaware County but within the State of Ohio (primarily in the central Ohio region). Approximately 90% of all transports are non-emergency medical related trips. For calendar year 2021, there were an average of 508 trips (one way) totaling 4522 trip miles each month.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

A Public Information Session regarding the request proposal and program will be held on March 16, 2:00pm at the Rutherford B. Hayes Administration Building, 145 N. Union Street, Second Floor, Room 235, Delaware, Ohio 43015. Interested providers are strongly encouraged to attend.

**Deadline for Proposal Submission is April 22, 2022
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED**

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

**7
RESOLUTION NO. 22- 129**

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR BERKSHIRE CROSSING NORTHSTAR SECTION 1, PHASE A, LOT 645, DIVISION 1:

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

WHEREAS, Northstar Residential Development, LLC, has submitted the Plat of Subdivision (“Plat”) for **BERKSHIRE CROSSING NORTHSTAR SECTION 1, PHASE A, LOT 645, DIVISION 1**, including related development plans (“Plans”), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 3, 2022; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 3, 2022; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 7, 2022; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on January 18, 2022; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 2, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for **BERKSHIRE CROSSING NORTHSTAR SECTION 1, PHASE A, LOT 645, DIVISION 1:**

Berkshire Crossing Northstar Section 1, Phase A, Lot 645, Division 1:

Situated in the State of Ohio, County of Delaware, Berkshire Township, Farm Lots 2 & 3 (Middle Tier), Quarter- Township 2, Township 4, Range 17, United States Military District, and being all of Lot 645 in Northstar Section 1, Phase A (Official Record 817, Page 2747-2755). Fee \$9.00

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

**8
RESOLUTION NO. 22-130**

IN THE MATTER OF APPROVING A DEVELOPER’S AGREEMENT FOR HOME ROAD PLANNED COMMERCIAL DISTRICT:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Home Road Planned Commercial District;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Home Road Planned Commercial District, as follows:

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DEVELOPER'S AGREEMENT

PROJECT NUMBER: 21091

THIS AGREEMENT made and entered into this February 28, 2022 day of by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and Redwood Powell Home Road OH P1 LLC, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Home Road Planned Commercial District (the "Development") which will include a new roadway access to Home Road and contribute to the need for improvements to Home Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the "Improvements").
- 2) On or before July 1, 2022, the **OWNER** shall pay to the **COUNTY** One Hundred Twenty Three Thousand Five Hundred Dollars and No Cents (\$123,500.00), mutually agreed to be the **OWNER'S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Home Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of One Hundred Twenty Three Thousand Five Hundred Dollars and No Cents (\$123,500.00), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY'S** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

9
RESOLUTION NO. 22-131

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR PORTRUSH ROAD; EVANS FARM MARKETPLACE WEST- MARKET STREET SECTION 4, PHASE A; AND EVANS FARM MARKETPLACE WEST- MARKET STREET SECTION 4, PHASE B:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Portrush Road; Evans Farm Marketplace West- Market Street Section, 4 Phase A; and Evans Farm Marketplace West- Market Street Section, 4 Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Portrush Road; Evans Farm Marketplace West- Market Street Section, 4 Phase A; and Evans Farm Marketplace West- Market Street Section, 4 Phase B, as follows:

Portrush Road

OWNER'S AGREEMENT
PROJECT NUMBER: 22015

THIS AGREEMENT, executed on this 28th day of February, between Northstar Residential Development LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Portrush

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Road further identified as Project Number 22015 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Twenty Thousand Dollars and No Cents (\$20,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"	
CONSTRUCTION COST ESTIMATE	\$423,900.00
CONSTRUCTION BOND AMOUNT	\$423,900.00
MAINTENANCE BOND AMOUNT	\$42,400.00
INSPECTION FEE DEPOSIT	\$20,000.00

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

Evans Farm Marketplace West-Market Street Sec 4 Ph. A

OWNER'S AGREEMENT
PROJECT NUMBER: 21116

THIS AGREEMENT, executed on this 28th day of February, between BZ EVANS, LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Evans Farm Marketplace West - Market St Sec 4 Ph. A further identified as Project Number 21116 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTEEN**

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THOUSAND ONE HUNDRED AND NINETY AND No Cents (\$15,190.00) estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**. The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$189,800.00
CONSTRUCTION BOND AMOUNT	\$189,800.00
MAINTENANCE BOND	\$19,000.00
INSPECTION FEE DEPOSIT	\$15,190.00

Evans Farm Marketplace West-Market Street Sec 4 Ph. B

OWNER'S AGREEMENT
PROJECT NUMBER: 21122

THIS AGREEMENT, executed on this 28th day of February, between BZ EVANS, LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Evans Farm Marketplace West - Market St Sec 4 Ph. B further identified as Project Number 21122 is governed by the following considerations to wit:

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

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute

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bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.

2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **NINE THOUSAND ONE HUNDRED AND NINETY AND No Cents (\$9,190.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

Acceptance of the project into the public system shall be completed only after written notice to the **C O U N T Y C O M M I S S I O N E R S** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**. The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

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

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provisions and requirements of this AGREEMENT.

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$114,800.00
CONSTRUCTION BOND AMOUNT	\$114,800.00
MAINTENANCE BOND	\$11,500.00
INSPECTION FEE DEPOSIT	\$9,190.00

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

10

RESOLUTION NO. 22-132

IN THE MATTER OF ESTABLISHING MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR OLENTANGY FALLS EAST, SECTION 5:

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

WHEREAS, the roadway construction has been completed for the project known as Olentangy Falls East, Section 5 (the "Project"); and

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

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at \$152,500.00 and that the Project be placed on the required one year maintenance period; and

WHEREAS, Rockford Homes, Inc. (the "Principal") has provided a maintenance bond in the amount of \$152,500.00 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing maintenance bonds for the Project and returning the construction bond for the Project to the Principal as outlined herein.

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

11

RESOLUTION NO. 22-133

IN THE MATTER OF APPROVING A DRAINAGE MAINTENANCE PETITION FOR HYATTS MEADOWS DEVELOPMENT MULTI-FAMILY:

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

WHEREAS, on February 28, 2022, a Drainage Maintenance Petition for Hyatts Meadows Development Multi-Family (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Hyatts Meadows Development Multi Family located off of Hyatts Road in Liberty Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

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Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$133,746.67 for the benefit of the lots being created in this subdivision. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 8.42 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$15,884.40. An annual maintenance fee equal to 2% of this basis (\$317.69) will be collected for each lot. We (I) understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$2,674.95 has been paid to Delaware County.

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

12

RESOLUTION NO. 22-134

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS 2022 CULVERT SUPPLY CONTRACT:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as **2022 CULVERT SUPPLY CONTRACT**, which includes furnishing and installing reinforced concrete conduit, headwalls and wing walls on bedding and footings prepared by others on DEL-CR018-4.28 Miller Paul Road over Adams Ditch #182 in Harlem Township, Delaware County, Ohio and DEL-CR224-00.92 Steamtown Road over Horseshoe Run Ditch #14 in Oxford Township, Delaware County, Ohio;

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 project known as, 2022 CULVERT SUPPLY CONTRACT 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 web service until 10:00 am on Tuesday, March 22, 2022, at which time they will be publicly received and read aloud, for the project known as:

2022 CULVERT SUPPLY CONTRACT

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 October 21, 2022. The estimated commencement of work date is April 4, 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.

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.

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Delaware Gazette Advertisement Dates:
March 4, 2022

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

13

RESOLUTION NO. 22-135

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-VAR CR GR (FY22) S. OLD STATE ROAD & RED BANK ROAD GUARDRAIL REPLACEMENT:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as **DEL-VAR CR GR (FY22) S. OLD STATE ROAD & RED BANK ROAD GUARDRAIL REPLACEMENT**, which includes the upgrade/replacement of existing Type 4 and Type 5 guardrail to MGS guardrail, approximately 4500 feet of new MGS guardrail, and modern terminal assemblies, along with associated site/shoulder preparation work, in Berlin and Genoa Townships, Delaware County, Ohio between Hollenback Road and Cheshire Road on S. Old State Road and between Gorsuch Road and Woodtown Road on Red Bank Road;

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 project known as **DEL-VAR CR GR (FY22) S. OLD STATE ROAD & RED BANK ROAD GUARDRAIL REPLACEMENT** 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 web service until 10:00 am on Tuesday, April 12, 2022, at which time they will be publicly received and read aloud, for the project known as:

DEL-VAR CR GR (FY22)
Berlin/Genoa Townships

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 October 28, 2022. The estimated commencement of work date is July 25, 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.

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: March 11, 2022, March 18, 2022 & March 25, 2022

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

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RESOLUTION NO. 22-136

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT22-0020	Verizon	Carriage Road	Install underground conduit
UT22-0021	Everstream	South Old 3 C Highway	Underground bore
UT22-0022	Everstream	Lewis Center Road	Underground bore
UT22-0023	AEP	Liberty Road	Replace poles
UT22-0025	Spectrum	Dent Road	Place cable in ROW
UT22-0026	Columbia Gas	Tussic Street Road	Install 4'-6" PMMP
UT22-0027	Everstream	Sawmill Parkway	Underground bore
UT22-0028	Lumen	Porter Central Road	Remove/replace cable
UT22-0029	Horizon	Shanahan Road	Place aerial fiber
UT22-0030	Suburban Natural Gas	Piatt Road	Lay gas main
UT22-0031	AT&T	Fancher Road	Bore & remove pole

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

**15
RESOLUTION NO. 22-137**

IN THE MATTER OF APPROVING A GRANT OF FUNDS TO THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved a Master Intergovernmental Cooperation Agreement ("the Agreement") with the County Engineer and Delaware County Transportation Improvement District ("TID") by Resolution No. 18-1374, including authorizing the contribution of funds to the TID in aid of the planning, development, design, construction, maintenance or repair of any transportation project undertaken by the TID; and

WHEREAS, pursuant to section 5540.02(F) of the Revised Code, a board of county commissioners may make appropriations from moneys available to it and not otherwise appropriated, to pay costs incurred by a transportation improvement district in the exercise of its functions under Chapter 5540 of the Revised Code; and

WHEREAS, the Board has appropriated \$1,150,000.00 in the general fund (10040421) for Grants in Aid to other local political subdivisions for the making of transportation improvements within Delaware County, with the intention of reserving \$400,000 of said appropriation for support of the TID;

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

Section 1. In accordance with the terms of the Agreement, a grant in aid in the amount of Four Hundred Thousand Dollars (\$400,000.00) is hereby made to the Delaware County Transportation Improvement District for the purpose of providing for planning, development, design, construction, maintenance or repair of any transportation project undertaken by the TID.

Section 2. The County Auditor is authorized to issue a warrant for payment from Org Key-Object 10040421-5601 at the earliest date possible.

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

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RESOLUTION NO. 22-138

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2021:

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

WHEREAS, pursuant to section 4501.04(D) of the Revised Code, each board of county commissioners shall certify in writing to the director of the Ohio Department of Transportation (“ODOT”) the actual number of miles under the board of county commissioners’ statutory jurisdiction which are used by and maintained for the public; and

WHEREAS, ODOT has submitted a summary report of changes to Delaware County road mileage according to the ODOT road inventory, and the Delaware County Engineer has reviewed the summary report; and

WHEREAS, the road mileage as certified by the Delaware County Board of Commissioners for the year ending December 31, 2020, was 335.931 miles; and

WHEREAS, the following additions or decreases to county road mileage were made in 2021:

- A decrease of 0.007 miles on Worthington Road was realized as the result of an annexation into the City of Columbus; and
- A decrease of 0.183 miles on Berlin Station Road was realized as the result of an annexation into the City of Delaware; and
- A decrease of 0.083 miles on Home Road was realized as the result of annexation into the City of Powell; and
- A decrease of 0.438 due to the incorporation of LBRS data for Delaware County, a bulk update to the mileage was made for 2021; and

WHEREAS, the County Engineer recommends certification of Delaware County road mileage as 335.220 miles as of December 31, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following 2021 County Highway System Mileage Certification and authorizes the County Engineer to transmit copies of the same to ODOT as required by section 4501.04 of the Revised Code:

2021 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than March 1, 2022,
Or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in Delaware County
was 335.931 miles as of December 31, 2020,
as certified by the Board of County Commissioners and/or reported by the Director of Transportation
in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in 2021 and determine the net increase or decrease in mileage.
Add the net change to the 2020 certified mileage above and fill in the new total below.

We, the undersigned, hereby certify that as of December 31, 2021,
the county was responsible for maintaining 335.220 miles of public roads.

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

17

RESOLUTION NO. 22-139

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 Mr. Merrell 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 the intersection of US36/SR37 and Domigan Road/Carter’s Corner Road, known as Project ID: DEL-36-19.93, 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

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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
Edward T. Rankin & Dema L. Biggs-Rankin	10-WD	\$4,651.00

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 Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 22-140

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. Merrell, seconded by Mr. Benton 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 known as Byxbe Parkway (Project ID: DEL-3642-0.00) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of the identified road 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
Chris-Nick IV, LLC	4-WD1, WD2	\$40,000.00

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.

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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 Mrs. Lewis Aye Mr. Benton Aye

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

-The Byxbe Parkway has been divided into two main projects: North and South of Bowtown Road.

Dawn Huston, Deputy Administrator

-No reports.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Attended the MORPC Intel update last Thursday.

Commissioner Benton

-Listened to the MORPC Intel update remotely.

-Participated in the Legislative Update on Friday afternoon.

-The CCAO Tax & Finance Committee meets this week.

-The JEDI meets this Friday.

-CEBCO met last Friday.

-The demolition grants continue to move forward. The five properties identified by the Land Bank have made applications for the demolition grant. Thank you to Dianne Gunther, Dave Efland and Jeff Jordan for all of their work on these grants.

-Sunny Vee will be on the Auditor's auction March 15, 2022 at 10:00 in the Hayes Building.

Commissioner Lewis

-The legislative update was Representative Rick Carfagna's last one as a Representative.

-Senator Brenner stated the stats about the State Report Card for school rating have come down.

-Administrator Davies and I will be attending the Genoa Business Association meeting on Wednesday evening.

RESOLUTION NO. 22-141

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment of a public employee or public official.

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

RESOLUTION NO. 22-142

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners