

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 2, 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

- 9:30 A.M. ORC 153.36 Meeting/ Approval Of Plans For The Delaware County Court House
- 9:30 A.M. Regular Meeting
- 9:45 A.M. Public Hearing Application To Add Certain Parcels Of Real Property To The Concord/Scioto Community Authority District

**1**  
RESOLUTION NO. 22-439

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 26, 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 May 26, 2022; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. 22-440

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0601:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0601 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2203250	LIBERTY TWP FIRE DEPT	2022 EMS RUNS	10011303 - 5345	\$413,000.00
R2203290	MASI INC	WELLS AT NORTHSTAR	66211900 - 5301	\$7699.50
R2203295	ALPHA GROUP OF DELAWARE INC	JANITORIAL SERVICES	10011105 - 5325	\$13,000.00

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

**4**  
RESOLUTION NO. 22-441

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Jeff Fishel attend a Pinnacle Inspiring EMS Leadership Conference in Marco Island, Florida July 25-29, 2022; at the cost of \$4,000.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Rachael Cox attend a Pinnacle Inspiring EMS Leadership Conference in Marco Island, Florida July 25-29, 2022; at the cost of \$4,000.00 (fund number 10011303).

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

**5**  
**RESOLUTION NO. 22-442**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM QUICKGROOME INC. (DBA ROOSTERS MEN’S GROOMING CTR) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D3 liquor license request for Quickgroome Inc. (Dba Roosters Mens Grooming CTR), located at 8711 Owenfield Drive, Powell, Ohio 43065; 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. 22-443**

**IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PROPOSED RADNOR TOWNSHIP WATERSHED NO. 2015-1 DRAINAGE IMPROVEMENT PETITION FILED BY MAKAPA LLC, ET AL:**

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

WHEREAS, on August 23, 2021, the Board of Commissioners of Delaware County (the “Board”) held a public hearing and determined that the proposed Radnor Township Watershed No. 2015-1 Drainage Watershed Drainage Improvement is necessary and conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs; and

WHEREAS, the Board also ordered the Delaware County Engineer to prepare the reports, plans, and schedules for the proposed improvement; and

WHEREAS, the Delaware County Engineer has filed the reports, plans, and schedules for the proposed improvement with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware hereby fixes **Monday, August 15, 2022, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place of the final hearing on the report of the County Engineer.

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

**7**  
**RESOLUTION NO. 22-444**

**IN THE MATTER OF APPOINTING MEMBERS TO TAX INCENTIVE REVIEW COUNCILS:**

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

WHEREAS, section 5709.85 of the Ohio Revised Code requires that, when a tax exemption is granted, the legislative authority shall create a tax incentive review council to annually review approved, tax-exempted projects for compliance; and

WHEREAS, for all tax incentive review councils to which the Delaware County Board of Commissioners (the “Board”) appoints members, the Board shall appoint three (3) citizen members to represent the interests of present and future residents of Delaware County; and

WHEREAS, tax incentive review councils have been created to review exemptions in Berkshire Township, Berlin Township, Berlin/Liberty Townships, Liberty Township, Orange Township, the Village of Ashley, the Village of Shawnee Hills, the City of Sunbury, and the City of Dublin; and

WHEREAS, the Board or legislative authorities of municipal corporations within Delaware County may create additional tax incentive review councils to which the Board appoints members;

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

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that:

Section 1. The Board hereby appoints the following members to the tax incentive review councils to which the Board appoints members, pursuant to section 5709.85 of the Ohio Revised Code: Amy Gosiorowski, Tyler Lane, and Tracie Davies.

Section 2. The appointed members shall serve terms of four (4) years commencing on the date this Resolution is adopted.

Section 3. This Resolution shall be effective immediately upon adoption and shall supersede Resolution No. 20-589.

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

**8**  
**RESOLUTION NO. 22-445**

**IN THE MATTER OF APPROVING A TOWER AND GROUND LEASE AGREEMENT AND MEMORANDUM OF TOWER AND GROUND LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CELLCO PARTNERSHIP (DBA VERIZON WIRELESS):**

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

WHEREAS, the Director Emergency Communications recommends approving the Tower and Ground Lease Agreement and Memorandum of Tower and Ground Lease Agreement between the Delaware County Commissioners and Cellco Partnership (DBA Verizon Wireless);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the Tower and Ground Lease Agreement and Memorandum of Tower and Ground Lease Agreement between the Delaware County Commissioners and Cellco Partnership (DBA Verizon Wireless):

**TOWER AND GROUND LEASE AGREEMENT**

THIS TOWER AND GROUND LEASE AGREEMENT ("Agreement") is entered into this 2<sup>nd</sup> day of June 2022, between the Delaware County Commissioners, ("Lessor"), and Cellco Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

**1. Leased Premises.** Subject to the following terms and conditions, Lessor leases to Lessee space on a tower structure ("Tower") owned and operated by Lessor and certain land (collectively referred to as the "Premises") located at 283 W. Granville St., Sunbury, OH 43074, said demised space on the Tower being that area used to attach an antenna facility ("Antenna Facility") as shown on Exhibit "A" attached hereto and said demised land being a tract of land upon which a communication shelter is to be built, as depicted on Exhibit "B" attached hereto, together with non-exclusive easements on property adjacent thereto and improvements thereon for access, parking, utilities, inspection, maintenance, installation, construction, operation, repair, removal, and placement at, from, of, and on the Tower and the tract of land for the Antenna Facility, on the real property commonly known as Delaware County EMS Station #2 ("Property") all as more specifically described in this Lease (including but not limited to the non-exclusive Access Easement and Utility Easement described in Section 5 and on Exhibit "A" attached hereto). Lessee's use of the Property shall be limited to that portion of the Property, legally described in attached Exhibit "A" and as further depicted in attached Exhibit "B", together with a utility easement in form and content acceptable to Lessor. Nevertheless, Lessee shall be entitled to lease rights at the Premises of up to 18,000 square inches for future modifications. Additions to, or modification of equipment in Lessee's reserved lease area exceeding what is shown on Lessee's Relocation/Reconfiguration Application, shall require a submission of a new Relocation/Reconfiguration Application, structural analysis, and payment of costs of structural modifications, if required.

**2. Lease Term.** The term of this Agreement shall be ten (10) years commencing on the first day of the month following installation of Lessee's equipment ("Commencement Date") and terminating on the tenth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided herein. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving Lessor written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the Term.

**3. Permitted Use.** Lessee has the right to use the Premises for the purpose of installing, constructing, maintaining, repairing, operating, inspecting, and removing a wireless communications facility for services as a telecommunications utility other than cable television, as further described in this Agreement. Lessee, or its agents or contractors, may construct, install, maintain, repair, remove, and operate the following-described telecommunications and associated equipment and communications shelters at, on, under, and/or in the Premises:

(a) The installation and operation of the Antenna Facilities shall be subject to and must comply with all

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building and zoning restrictions, conditions and requirements, whether municipal, township or county. Lessee is responsible for obtaining all necessary permits and approvals and paying all associated fees prior to commencing construction of the Antenna Facilities. The Antenna Facilities shall remain the exclusive property of Lessee and are not deemed fixtures.

- (b) The Antenna Facility shall consist of the installation as shown on Exhibit "A".
- (c) Flexible coaxial transmission lines and communications equipment (such as a cable guide and brackets) between each antenna placed by Lessee on the Tower and the below described Communications Shelter, which lines and equipment shall be anchored and installed on the Tower in accordance with good and accepted engineering practices.
- (d) A concrete pad with a communications shelter ("Communications Shelter") placed thereon and containing, without limitation and in Lessee's reasonable discretion, telecommunications equipment consisting of cellular base stations, cellular switches, power supplies, batteries, and accessories.
- (e) Emergency natural gas, LP or diesel generator and shelter therefore (for protection thereof from the elements and otherwise), as shown on Exhibit "B" to be located adjacent to the Communications Shelter and to be used at Lessee's discretion, but in most cases intended to be used only in the event of power failure. Lessee shall obtain all authorizations required for Lessee's said generator prior to installation of said generator.
- (f) Lessee shall remove the Antenna Facilities, at Lessee's sole cost, on or before expiration of the Term or Renewal Terms. Within 90 days following the cancellation or termination of this Agreement prior to the expiration of the Term or Renewal Term, Lessee shall, remove all of Lessee's equipment and the Antenna Facilities and shall surrender the Premises to Lessor in the same or better condition as existed at the Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Lessee.
- (g) Lessee shall pay any additional utilities charges due to Lessee's use at the rate charged by the servicing utility company. Lessee shall have the right to install utilities after obtaining all necessary permits and approvals, at Lessee's expense, and to improve the present utilities on the Premises. Lessee shall obtain Lessor's prior consent, which shall not be unreasonably withheld, conditioned or delayed, before installing new utilities or improving the current utilities on the Property. In the event of an emergency or power outage, Lessee has the right to use a standby power generator on the Property.
- (h) Access for construction, routine maintenance and repair and other non-emergency visits shall only be during business hours (defined as Monday through Friday, 7:00 am to 7:00 p.m.). In the event of an emergency, Lessee may access the Premises twenty-four (24) hours per day, seven (7) days per week. Access shall be by foot or motor vehicle.

**4. Rent.**

(a) Base Rent. Within 30 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Two Thousand and Fifty and no/100 (\$2,050.00) Dollars per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor, pursuant to Lessor's Wireless Marketing Agreement with Cell Site Capital, dated October 15, 2020, in the name of Cell Site Infrastructure, 1491 Polaris Parkway, Suite 190, Columbus, OH 43240.

(b) Rent Escalation. Renewal Term. The Rent shall be increased at the commencement of each Renewal Term by Two percent (2%) over the Rent in effect for the previous Term, or Renewal Term.

(c) Additional Consideration. Lessee understands and agrees that, as an additional condition of this Agreement and as further partial consideration for Lessor entering into the Agreement, Lessee shall be required to compensate Lessor for the costs associated with the Lessor's use of its preferred engineering, technical, architectural, legal and/or other technical service firms in providing assistance to Lessor in reviewing and negotiating the terms of this Agreement. Lessee shall, within thirty (30) days of receipt of a written demand letter from Lessor, compensate Lessor for the cost and expense associated with such services being performed, in an amount of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00).

**5. Access and Utilities.** Lessee and its employees, agents, contractors, and utility companies are hereby given and granted a non-exclusive easement for ingress, egress, and regress to and from the Leased Premises and easements over, under, upon, and across the Tower and adjoining lands and rights-of-way owned by Lessor and described on Exhibit "C" on a twenty-four (24) hour daily basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the Communications Facility and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables, and wires used in connection with the Communications Facility ("Access Easement"). Such easements for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and/or roads on the property described on Exhibit C. Lessee shall have the right but not the obligation to improve the Access Easement by grading, graveling, or paving it; provided, however that Lessee shall be obligated to repair any damage to such easement property caused by Lessee, or its agents or employees. Lessor grants to Lessee and to such power or telephone company ("Utility Company" or "Utility Companies") as Lessee shall designate, a non-exclusive easement for such utilities as may be reasonably necessary to serve the Leased Premises over that property

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described on Exhibit "C" (the "Utility Easement"). The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Lessee or by Lessee's designated Utility Companies) of necessary utilities from the point of connection with the Utility Companies' distribution networks to the Communications Shelter. The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Leased Premises. It is understood that Lessee and the Utility Companies providing services to Lessee shall have access to all areas of the Leased Premises and other lands and rights-of-way owned or leased by Lessor and described on Exhibits A, B, and C as necessary for installation, operation, inspection, upgrade, maintenance, and/or repair of such services subject to Section 3(h) herein. Lessor shall advise Lessee of any Utility Company requesting an easement under, over, upon and/or across the Leased Premises.

**6. Site Acceptance.**

(a) Lessee will be deemed to have accepted the Premises at the time Lessee commences installation of the Antenna Facilities pursuant to this Agreement. Conducting feasibility and cost assessment and other inspections on the Premises or Property is not deemed to be acceptance.

(b) Acceptance of the Premises by Lessee is conclusive evidence that Lessee accepts the Premises as suitable for the purpose for which it is licensed, accepts the Premises and any structure on the Premises "AS IS", and with all faults, and waives all claims against Lessor in respect of defects in the Premises or the Property and its structures and appurtenances, and their suitability for any permitted purpose.

(c) Lessee shall have the right, after reasonable notice to Lessor, following full execution of this Agreement, to enter upon the Premises for the purpose of conducting appropriate engineering tests, other reasonably necessary tests and after obtained all necessary permits and paying all associated fees, constructing the Antenna Facilities.

**7. Non-Interference.** Lessee shall not use the Premises in any way that materially interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with installations that predate the Antenna Facilities. With respect to lessees or licensees whose operations commence after installation of the Antenna Facilities, Lessee shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees. All operations of Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements and other applicable laws and regulations.

Lessor shall have the right to permit co-location of other telecommunications equipment on the Property and Lessee consents to the same. In the event that any collocation results in interference with Lessee's operations, and provided that Lessee's actions have not contributed to such interference, Lessor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty (30) days of notice to Lessor by Lessee, Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor. Termination by Lessee pursuant to this Paragraph 7 shall be the Lessee's sole and exclusive remedy in the event that the interference is not eliminated.

**8. Termination.** This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

(a) By either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default.

(b) By Lessee if any certificate, permit, license or approval affecting Lessee's ability to use the Premises in the manner originally intended by Lessee is rejected through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals, or if any previously issued certificate, permit, license or approval is cancelled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals.

(c) By Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Antenna Facilities or for the communications system to which the Antenna Facilities belong or if Lessee elects to terminate this Agreement pursuant to Paragraph 7 due to interference.

(d) By Lessor, for reasons involving public health, safety, or welfare. In addition, if the public's health, safety or welfare is endangered by the operations of the Antenna Facilities and Lessee fails to discontinue its operations as soon as is reasonably possible after receipt of notice thereof, and thereafter Lessee is unable to cure the conditions causing the endangerment as soon as practicable but no longer than thirty (30) days after receipt of such notice, Lessor may immediately terminate this Agreement.

(e) Immediately, in the event of an emergency, as determined by Lessor in its reasonable discretion.

(f) By either party pursuant to paragraph 17, "Relocation", of this Agreement.

(g) In the event of any termination under this Paragraph, Lessee shall pay Lessor all monies due as of the date of termination, including rent, attorneys' and collection fees and any other damages incurred by Lessor as a result of such termination. In addition, Lessee shall, at its sole expense, return the Premises to the same or better condition than existed on the Commencement Date (normal wear and tear, and casualty beyond

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Lessee's control, excepted), and shall remove the Antenna Facilities.

**9. Taxes.** Lessee shall pay all personal property taxes, other taxes and assessments, if any, assessed on, or any portion of, the Antenna Facilities or Lessee's use of the Premises. Lessor shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall reimburse Lessor, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof, from the taxing authority, of such increase to Lessee.

**10. Insurance and Subrogation.** Lessee shall maintain throughout the Term and any Renewal Term of this Agreement, a policy of liability insurance covering the Lessee, which shall include the Lessor as an additional insured as their interest may appear under this Agreement, in the following amounts with such carriers having a rating of A-: VII or better:

(a) Commercial General Liability with a limit of Two Million Dollars (\$2,000,000.) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.

(b) Commercial Automobile Liability with a combined single limit of Three Million Dollars (\$3,000,000) each accident for bodily injury and property damage.

Lessor may review the limits for the insurance policies required by this Agreement at the beginning of any Renewal Term. Policy limits shall be adjusted to proper and reasonable limits as circumstances warrant, as reasonably determined by Lessor, but in no event shall such policy limits be reduced below those stated above.

Each party hereby releases the other party and the other's employees, agents, customers and visitors from any and all liability for any loss of or damage or injury to person or property occurring in, on or about or to the Premises or Property by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy, regardless of cause, including the negligence of the other party and its employees, agents, customers and visitors. Notwithstanding the foregoing, Lessee shall bear the sole risk of any loss of or damage to its Antenna Facilities or other personal property of Lessee. Lessee agrees that such insurance carried by Lessee shall contain a clause whereby the insurance company waives its right of subrogation against Lessor. Because the provisions of this Section are intended to preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, Lessee shall give to each insurance company which has issued to it one or more policies of fire and extended coverage insurance notice of the provisions of this Section and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this Section.

**11. Indemnity and Hold Harmless.**

(a) Disclaimer of Liability. Lessor shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or the Antenna Facilities and Lessee expressly assumes all such risk.

(b) Lessee agrees to indemnify and hold Lessor and Lessor's commissioners, officers, employees, agents, contractors, and invitees harmless from any and all liability, damages or claims, (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), arising or alleged to arise from any act or omission of Lessee, its employees, agents, contractors, or subcontractors or which may be in any way connected with the construction, installation, use, maintenance, repair or removal of the Antenna Facilities or use of the Premises, except to the extent attributable to the sole negligent acts or omissions of Lessor, its employees, agents or independent contractors.

(c) The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

**12. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses, or such other address as a party may from time to time advise in writing:

If to Lessor, to:  
Cell Site Capital, LLC  
1491 Polaris Parkway, Suite 190  
Columbus, OH 43240

With a copy to:  
Delaware County Board of Commissioners  
91 North Sandusky Street  
Delaware, Oh 43015

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If to Lessee, to:  
Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

**13. Quiet Enjoyment, Title and Authority.** Lessor represents and warrants to Lessee that:

- (a) Lessor has full right, power, and authority to execute this Agreement;
- (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Commencement Date; and
- (c) There is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way. Subject to Paragraph 7 of this Agreement, Lessee shall have quiet enjoyment of the Premises during the Term of this Agreement and any Renewal Term.

**14. Environmental Laws.**

- (a) Lessee represents, warrants and agrees that its use of the Premises and the Property shall be in compliance with all environmental laws, including those described in Exhibit "D" ("Environmental Laws"). "Hazardous Substances" means asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA.
- (b) Lessor represents that it has no actual knowledge of Hazardous Substance on the Property. Lessee shall not introduce or use any such substance on the Property in violation of any applicable laws.
- (c) Lessor shall be responsible for, and shall promptly conduct, any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Lessee, that have occurred or which may occur on the Property and which were caused by Lessor.
- (d) Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liabilities including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Lessor may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by or resulting from Lessee's activities on the Property. Notwithstanding the foregoing or any other provision in this Agreement, Lessee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the execution of this Agreement, or that otherwise does not result from the activities of Lessee.
- (e) The indemnification in this section specifically includes costs incurred in connection with any investigation of Premises conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.
- (f) The provisions of this Paragraph will survive the expiration or termination of this Agreement.

**15. Assignment and Subleasing.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may, upon providing written notice to Lessor, assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 23 below, subject to the assignee assuming all of Lessee's obligations herein. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**16. Successors and Assigns.** This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, and, subject to Paragraph 15, their respective permitted successors, personal representatives and assignees.

**17. Relocation.** In the event Lessor desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon ("Redevelopment"), Lessor shall in good faith use its best efforts to fully accommodate Lessee's use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Antenna Facilities, Lessee and Lessor shall use best efforts to find a mutually acceptable alternate location for the Antenna Facilities. Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided, however that Lessor has provided Lessee with no less than two

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hundred seventy (270) days prior written notice of Lessor's proposed Redevelopment. In the event that Lessee and Lessor cannot agree on an alternative location for the Antenna Facilities on the Property using best efforts, either party may terminate this Lease, the effective termination date being ninety (90) days after Lessee's receipt of Lessor's notice of the proposed Redevelopment and such termination shall be Lessee's sole remedy. If the parties agree on an acceptable alternate location for the Antenna Facilities, Lessor and Lessee agree to use their best efforts to amend this Agreement to document the new, alternate Antenna Facilities location, and from and after the date Lessee begins installation of its Antenna Facilities at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein.

**18. Restoration.** In the event that Lessee causes damage of any kind during the course of installing, operating or maintaining Antenna Facilities, including damage to the Property caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Lessee shall repair the damage and restore the Property at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by Lessor.

**19. Maintenance.**

Lessee shall, at its own expense, maintain the Premises and Antenna Facilities on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Lessor subject to force majeure or unless affected by destruction which is not the result of Lessee's activities or operations. Additionally, Lessee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Lessee services. Lessee shall have sole responsibility for the maintenance, repair, and security of its Antenna Facilities and leasehold improvements. All tree work shall be done at the direction of a tree service company mutually acceptable by both the Lessor and Lessee to ensure that best management practices are followed.

Lessee shall not be required to make any repairs to the Premises or Property (except as otherwise set forth herein) unless such repairs shall be necessitated by reason of the act, default or neglect of Lessee, its agents, employees, contractors, or invitees. Lessee is required to make all necessary repairs to the Antenna Facilities.

**20. Tower Analysis.**

(a) Lessor agrees to furnish Lessee, promptly on Lessee's request, with true copies of all tower analyses performed on the Tower within the two (2) years preceding Lessee's possession of space on the Tower. In the absence of said Tower analyses or if the most recent analyses are insufficient for Lessee's needs, Lessor, at Lessee's request, agrees to cooperate with Lessee in acquiring new analyses of the Tower.

(b) If Lessee requests any new analyses of the Tower, Lessee shall be responsible for coordinating the said new analyses, and the cost of the new analyses shall be paid solely by Lessee. Notwithstanding the foregoing, in the event Lessee determines after reviewing any Tower analyses that the Tower is not structurally appropriate for Lessee's needs, Lessee may, at Lessee's option, either terminate this Lease or with the written consent of the Lessor pay the additional cost of reinforcing or otherwise making the Tower structurally appropriate for Lessee's use, provided all local, State, and Federal laws, rules, and regulations are adhered to at Lessee's expense in the construction process.

(c) Lessee shall provide Lessor with (i) a complete equipment list, (ii) a current structural, (iii) any proposed future reserved tower loading, (iv) any proposed reserved tower loading, (v) current wind load, (vi) future reserved wind load and (vii) a complete passing structural which contemplates all of the relevant aforementioned requirements.

**21. Survey.** Lessor also hereby grants to Lessee the right to survey the Property and Premises and said survey shall then become Exhibit "E" which shall be attached hereto and made a part hereof and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the Lessee.

**22. Compliance with Laws.** Lessee's use of the Premises is subject to it obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Lessee shall erect, maintain and operate its Antenna Facilities in accordance with applicable standards, statutes, ordinances, rules and regulations now or hereinafter in effect as may be issued by the Federal Communications Commission. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Ohio.

**23. Waiver of Lessor's Lien.**

Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

**24. Miscellaneous.**

(a) Any claim, controversy, or dispute arising out of this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.



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(b) Each party agrees to furnish to the other, within thirty (30) business days after request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises, including but not limited to, a Memorandum of Lease, easement agreements, and attornment to and non-disturbance agreement from any existing or future mortgagee or ground lessor, assuring that Lessee may remain in possession of the Premises without reduction in its rights under this Agreement should Lessor default under said mortgage or ground lease. Such documents shall be commercially reasonable in content and in form suitable for recordation. Each party may record a Memorandum of Agreement in place of this Agreement.

(f) This Agreement shall be construed in accordance with the laws of Delaware County and the State of Ohio.

(g) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(h) The parties agree that the terms and conditions of this Agreement are privileged information, and that such information will be treated in full confidence and will not be revealed to other persons, firms or organizations, except as otherwise required pursuant to the Ohio Public Records Act and any other applicable law, discovery request or court order.

(i) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(j) If the Premises or the Antenna Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Copy of exhibits available in the Commissioners’ office until no longer of administrative value).

**MEMORANDUM OF TOWER AND GROUND LEASE AGREEMENT**

Prepared by and Upon Recording, Return to:

Sittig Cortese LLC  
Joseph A. Cortese, Esquire  
437 Grant Street  
Frick Building, Suite 1500  
Pittsburgh, PA 15219  
Site Name: Sunbury West

Parcel No. 417-412-02-001-001

STATE OF OHIO  
COUNTY OF DELAWARE

**MEMORANDUM OF TOWER AND GROUND LEASE AGREEMENT**

This MEMORANDUM OF TOWER AND GROUND LEASE AGREEMENT is dated this 25<sup>th</sup> day of May, 2022, (date of first signature) and made effective this 2<sup>nd</sup> day of June, 2022 (date of last signature) between the Delaware County Commissioners, hereinafter referred to as “LESSOR”, and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

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1. LESSOR and LESSEE entered into a Tower and Ground Lease Agreement (the "Agreement") on, June 2022, for an initial term of ten (10) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

2. LESSOR hereby leases to the LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 283 W. Granville Street, Sunbury, Ohio 43074 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment; together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along right-of-way extending from the nearest public right-of-way to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described or depicted in Exhibit A, attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be the first day of the month following the installation of LESSEE's equipment.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

(Copy of exhibits available in the Commissioners' office until no longer of administrative value).

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

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RESOLUTION NO. 22-446

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR OHIO FIRST RESPONDER WELLNESS, RECRUITMENT, RETENTION, AND RESILIENCE GRANT FOR THE EMERGENCY COMMUNICATIONS DEPARTMENT:

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

Grant #	ARPA First Responder Grant
Source:	Ohio Department of Emergency Management
Grant Period:	July 2022 – December 31, 2024
Grant Amount:	\$156,581.92
Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 156,581.92

The Grant is the Ohio First Responder Wellness, Recruitment, Retention, and Resilience being processed by the Ohio Department of Emergency Management under Ohio House Bill 169 from the 134<sup>th</sup> General Assembly authorized \$70 million dollars in funding to support first responders' resilience and recovery. Delaware County will pay upfront and be reimbursed by the State of Ohio for all dollars.

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

10

RESOLUTION NO. 22-447

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR OHIO FIRST RESPONDER WELLNESS, RECRUITMENT, RETENTION, AND RESILIENCE GRANT FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

Grant #	ARPA First Responder Grant
Source:	Ohio Department of Emergency Management
Grant Period:	July 2022 – December 31, 2024
Grant Amount:	\$732,663.80
Local Match:	<u>0.00</u>

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Total Grant Amount: \$732,663.80

The Grant is the Ohio First Responder Wellness, Recruitment, Retention, and Resilience being processed by the Ohio Department of Emergency Management under Ohio House Bill 169 from the 134<sup>th</sup> General Assembly authorized \$70 million dollars in funding to support first responders’ resilience and recovery. Delaware County will pay upfront and be reimbursed by the State of Ohio for all dollars.

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

**11**  
**RESOLUTION NO. 22-448**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:**

It was moved by Mr. Merrell, seconded by Mr. Benton 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 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 cards 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:	Emergency Medical Services
Daily spending per card:	\$2,500
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,500
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Rachael Cox
Department Coordinator:	Sarah Dinovo

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

**12**  
**RESOLUTION NO. 22-449**

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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 Delaware Area Chamber’s use of the Meeting Room in the Frank B. Willis Building, located at 2079 U.S. Route 23 North, Delaware, OH on September 8, 2022 and February 9, 2023 at no cost.

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

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RESOLUTION NO. 22-450

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE 2022 HSIP GUARDRAIL UPGRADE PROJECT:

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

Supplemental Appropriation

29440455-5420                      2022 HSIP Guardrail                      \$50,000.00

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

14

RESOLUTION NO. 22-451

IN THE MATTER OF APPROVING A PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS AND COLUMBIA GAS OF OHIO:

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

WHEREAS, The County Engineer recommends approval of a Pipeline Relocation and Reimbursement Agreement between the Delaware County Board of Commissioners; and Columbia Gas of Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Pipeline Relocation and Reimbursement Agreement with Columbia Gas of Ohio as follows:

Job Order No. 21-0134759-00

PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT

THIS PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT (this "Agreement") is made this 2<sup>nd</sup> day of June, 2022, by and between Columbia Gas of Ohio ("Company") and Delaware County ("Owner").

RECITALS

- A. Company owns and operates an eight inch (8") gas pipeline located in Delaware County, Ohio, that was laid and is existing in accordance with the provisions of a valid right of way; and
- B. Owner wishes to have approximately 2329 feet of Company's pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below; and
- C. Company is willing to relocate or remove from service the pipeline and related facilities subject to the conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the parties hereto, intending to be legally bound, hereby promise and agree as follows:

- 1. The work contemplated by this Agreement (the "Work") consists of installing 2,464' of 8" plastic, medium-pressure gas mainline, and abandoning 2,329' of the same kind & size. Company may utilize contractors to perform all or any part of the Work.
- 2. Owner agrees to pay thirty-eight percent (38%) of the actual cost of the Work, including Company's internal costs and overheads. The cost of retiring and/or removing the affected section of pipeline is estimated to be \$350.

The cost of constructing the relocation and/or replacement section of pipeline is estimated to be \$442,919.

- 3. Owner agrees to make an advance payment in the amount of One Hundred Sixty-Eight Thousand Four Hundred and Forty-Two Dollars (\$168,442) to Company (the "Advance Payment"). The Advance Payment is the estimated total cost of the Work to accommodate Owner's construction and/or excavation activities in the vicinity of said pipeline. If Owner decides to cancel or postpone indefinitely the contemplated project, Owner agrees to reimburse Company for all costs expended by Company or for which Company remains obligated at the time of the cancellation or indefinite postponement, plus any incremental costs incurred by Company resulting from early termination of the Work. Such amounts shall be deducted from the Advance Payment and any remaining balance shall be returned to Owner. Notwithstanding the foregoing, any costs in excess of the Advance Payment shall be paid by Owner upon receipt of Company's invoice therefor.

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4. If Company determines that new rights of way or easements and damage receipts are required, Owner agrees to grant to Company or assist Company in obtaining same on Company’s standard right of way agreement and damage receipt forms, free and clear of all liens and encumbrances. All costs incurred by Company in examining title, preparing legal documents, and acquiring and recording said rights of way or easements shall be included in the project costs. If the necessary rights of way or easements, free and clear of all liens and encumbrances, cannot be acquired, then Company may cancel the project and return the unused portion of the Advance Payment.

5. Upon execution of this Agreement and receipt of the Advance Payment from Owner, Company agrees to commence the Work. Upon receipt of all necessary property rights and required permits and regulatory clearances (including, but not limited to, FERC, EPA, SHPO, DOE, etc.), Company will physically perform the Work. If the necessary permits or regulatory clearances cannot be obtained, Company may cancel the project and return the unused portion of the Advance Payment.

6. Upon completion of the Work and accumulation of all actual costs and overheads through Company’s normal accounting procedures, Company shall submit to Owner a statement showing the actual costs incurred. If the actual aggregate costs of the Work exceed the amount of the Advance Payment, Owner, within 30 days of the receipt of Company’s invoice, shall submit payment of such excess. If the actual aggregate costs of the Work are less than the amount of the Advance Payment, Company shall submit with the statement of charges a refund for the amount of the difference.

7. This project will not be commenced until such time as the physical alteration of the pipeline will not impair Company’s service of gas to its customers.

8. Owner agrees that no permanent and/or temporary structures shall be erected over or within twenty-five (25) feet of either side of said pipeline. Further, Owner shall not place or permit to be placed any permanent or temporary structure within a temporary construction easement twenty-five (25) feet in width and adjoining the south side of the permanent right of way area for the relocated pipeline.

9. Owner represents and warrants that it has all corporate and other authority to enter into this agreement and that the individual executing this Agreement on behalf of Owner is the duly authorized representative of Owner with full authority to bind the Owner.

10. This writing contains the entire agreement of the parties, and all agreements entered into prior to or contemporaneously with the execution of this Agreement are excluded whether oral or written, and this Agreement cannot be changed without the written consent of the parties.

11. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or three (3) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, postage prepaid, to the parties at the following respective addresses, or at such other address as a respective party may designate from time to time pursuant to a notice duly given hereunder to the other party:

If to Company:  
Columbia Gas of Ohio  
3550 Johnny Appleseed Court  
Columbus, OH 43231  
Attention: Kaitlin Keene

If to Owner:  
Delaware County Engineer’s  
50 Channing St  
Delaware, OH 43015  
Attention: Joe Warner

12. This Agreement may not be assigned by Owner without the prior written consent of Company, which may be withheld in Company’s sole discretion.

13. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the laws of the state in which the Company’s facilities are located, without regard to any choice of law or conflicts of law rules that would direct the laws of another jurisdiction.

14. The provisions of Sections 2, 4, 6, and 8 through 14 shall survive any termination or expiration of this Agreement.

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

**15**  
**RESOLUTION NO. 22-452**

**IN THE MATTER OF APPROVING THE DEVELOPER’S AGREEMENT FOR ETHOS CHURCH:**

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Ethos Church;

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

**Ethos Church:**

**DEVELOPER'S AGREEMENT  
PROJECT NUMBER: 21111**

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of June, 2022 by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and ETHOS CHURCH, hereinafter called the OWNER, is governed by the following considerations, to wit:

- 1) The OWNER is constructing a development known as Ethos Church (the "Development") which will include a new roadway access to Africa Road and contribute to the need for improvements to Africa Road as identified in the Traffic Study (the "Improvements").
- 2) On or before September 1, 2022, the OWNER shall pay to the COUNTY Sixty Nine Thousand Dollars and No Cents (\$69,000.00), mutually agreed to be the OWNER'S proportional share of, and contribution toward, the cost and expense of the northbound left turn lane as identified in the Traffic Study. OWNER further agrees that such contribution may be used as determined by the COUNTY for improvements to Africa Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The OWNER may provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Sixty Nine Thousand Dollars and No Cents (\$69,000.00), 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) On or before November 1, 2023, the OWNER shall pay to the COUNTY Sixty One Thousand Dollars and No Cents (\$61,000.00), mutually agreed to be the OWNER'S proportional share of, and contribution toward, the cost and expense of the southbound right turn lane as identified in the Traffic Study. OWNER further agrees that such contribution may be used as determined by the COUNTY for improvements to Africa Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 5) The OWNER may provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Sixty One Thousand Dollars and No Cents (\$61,000.00), 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 4 hereof.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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            Mrs. Lewis            Aye            Mr. Benton            Aye

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**IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR HOWARD FARMS SECTION 2, HOWARD FARMS SECTION 3, AND BERLIN FARMS:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Howard Farms Section 2; Howard Farms Section 3, and Berlin Farms;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Howard Farms Section 2; Howard Farms Section 3, and Berlin Farms, as follows:

**Howard Farms Section 2**

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 22013**

THIS AGREEMENT, executed on this 2<sup>nd</sup> day of June 2022, between Homewood Corporation, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Howard Farms Sec 2 further identified as Project Number 22013 is governed by the following considerations to wit:

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

**OPTIONS:**

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Forty Five Thousand Dollars and No Cents (\$45,000.00 ) 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

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COMMISSIONERS from the County Engineer of his approval. The OWNER’S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS. Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the 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.

<b>EXHIBIT "A"</b>	
CONSTRUCTION COST ESTIMATE	\$1,518,900.00
CONSTRUCTION BOND AMOUNT	\$1,518,900.00
MAINTENANCE BOND AMOUNT	\$151,900.00
INSPECTION FEE DEPOSIT	\$45,000.00

**Howard Farms Section 3**

**OWNER’S AGREEMENT  
PROJECT NUMBER: 22014**

THIS AGREEMENT, executed on this 2<sup>nd</sup> day of June 2022, between Homewood Corporation , hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Howard Farms Sec 3 further identified as Project Number 22014 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



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sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Forty Five Thousand Dollars and No Cents (\$45,000.00 ) 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 the 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.

<b>EXHIBIT "A"</b>	
CONSTRUCTION COST ESTIMATE	\$1,518,800.00
CONSTRUCTION BOND AMOUNT	\$1,518,800.00
MAINTENANCE BOND AMOUNT	\$151,900.00
INSPECTION FEE DEPOSIT	\$45,000.00

**Berlin Farms:**

**OWNER'S AGREEMENT  
PROJECT NUMBER: 22053**

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THIS AGREEMENT, executed on this 2<sup>nd</sup> day of June 2022 between M/I Homes of Central Ohio LLC , hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm Sec 1 further identified as Project Number 22053 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 Sixty Two Thousand Dollars and No Cents (\$62,000.00) 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 the County Engineer to ensure proper safety compliance.

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

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY

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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

<b>EXHIBIT "A"</b>	
CONSTRUCTION COST ESTIMATE	\$2,070,800.00
CONSTRUCTION BOND AMOUNT	\$2,070,800.00
MAINTENANCE BOND AMOUNT	\$207,100.00
INSPECTION FEE DEPOSIT	\$62,000.00

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

**17  
RESOLUTION NO. 22-454**

**IN THE MATTER OF APPROVING ESTIMATE, BID SPECIFICATIONS, AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS DELAWARE COUNTY COURTHOUSE BUILDOUT AND RENOVATIONS:**

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

WHEREAS, the Director of Facilities recommends approval of the estimate, bid specifications, and bid opening date and time for the project known as Delaware County Courthouse Buildout and Renovations;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the estimate, bid specifications, and bid opening date and time for the project known as Delaware County Courthouse Buildout and Renovations:

**Delaware County Board of Commissioners**

**PUBLIC NOTICE  
INVITATION TO BID**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 2:00 PM on Tuesday July 12, 2022, at which time they will be publicly received and read aloud for the following project:

**DELAWARE COUNTY COURTHOUSE  
BUILDOUT AND RENOVATIONS  
117 N Union St., Delaware, Ohio 43015**

A Bid Guaranty must be submitted with each bid, pursuant to the requirements of O.R.C. 153.54.

To access this Project through the electronic bidding service, you must first register at [www.bidexpress.com](http://www.bidexpress.com) by clicking on the "REGISTER FOR FREE" button and following the instructions. In order to bid, you must create and enable a digital ID within the service. This process requires the submission of notarized paperwork and may take up to five business days to complete. There are no fees to register, create and enable a digital ID, or to download bid documents. There is a small expense on a monthly or per bid basis to submit a bid. The electronic bidding service offers customer support that may be reached at 888.352.2439 or via email at support@bidexpress.com.

Bids are to be submitted in accordance with the specifications and drawings prepared by: Silling Architects, 405 Capital St., Upper Atrium, Charleston WV 25301. Bids will be received for the following package:

General Contractor, estimated at \$631,128.00

A pre-bid meeting will be held on Tuesday June 28, 2022 at 2:00 PM at the Delaware County Commissioners Office, 91 N Sandusky Street, Delaware, Ohio 43015.

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Bid award shall be to the lowest and best bidder as determined by Delaware County. Delaware County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids. Each bid shall contain the full name and address of the bidder and all interested parties. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

This Notice is posted on the Internet and may be viewed on Delaware County’s web site at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) under the heading “Public Notices and Bids.”

<End of Advertisement>

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

**18**  
**JON MELVIN, DIRECTOR OF FACILITIES**  
**BYXBE CONSTRUCTION UPDATE**

**19**  
**RESOLUTION NO. 22-455**

**9:45AM PUBLIC HEARING FOR CONSIDERATION OF THE APPLICATION 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 UNDER CHAPTER 349 OF THE OHIO REVISED CODE**

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:02 AM.

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

**19 continued**  
**RESOLUTION NO. 22-456**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**19 continued**  
**RESOLUTION NO. 22-457**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE APPLICATION 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 UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:03 AM.

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

**19 continued**  
**RESOLUTION NO. 22-458**

**RESOLUTION APPROVING THE APPLICATION 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 UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the “Authority”), filed an application (the “Application”) on April 20, 2022, with the Board of County Commissioners of Delaware County, Ohio (the “Board”) to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the “District”) and to amend the petition (the “Petition”) as originally filed with the

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Board for the establishment of the Authority; and

WHEREAS, the Board determined that the Application is sufficient, in form and substance, by adoption of Resolution No. 22-333 on May 2, 2022; and

WHEREAS, this Board is the “organizational board of commissioners,” as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on June 2, 2022, and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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

Section 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.

Section 2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

Section 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.

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.

**EXHIBIT A**

Cherry Glen

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May 07, 2019  
DESCRIPTION OF A 7.919 ACRE TRACT

Located in the Township of Concord, County of Delaware, State of Ohio, situated in Farm Lots 15 and 16, Section 2, Township 3, Range 19, United States Military Lands, being all of that 8.0 acre tract conveyed to Ronnie Allen Dulin in D.B. 459, Page 632, said 8.0 acres (7.919 acres by Survey) being more particularly described as;

DESCRIPTION FOR CLOSING ONLY  
 RPC Approval Required  
 Municipal Approval Required  
Delaware County Engineer

6-14-19

Commencing, for reference, at a survey nail found at the intersection of the centerlines of Home Road (C.R. 124) and Scioto Chase Boulevard; thence, North 87°02'14" West, with the centerline of said Home Road, a distance of 966.00 feet to a survey nail set in said centerline, the same being: in the southerly line of Farm Lot 15, in the northerly line of Farm Lot 14, being the southeasterly corner of said 8.0 acres and being in the northerly line of that portion of roadway dedicated in: Homestead at Scioto Reserve Condominium, 13<sup>th</sup> Amendment, of record in Plat Cabinet 3, Slide 475 and being the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, North 87°02'14" West, with the centerline of said Home Road and with the southerly line of said 8.0 acres, a distance of 425.20 feet to a survey nail set in said centerline, said nail being the southwesterly corner of said 8.0 acres, being in the northerly line of that 10.160 acre tract of land conveyed to Homeroad North, LLC in O.R. 1608, Pg. 2234 and being the southeasterly corner of The Point at Scioto Reserve Condominium, 2<sup>nd</sup> Amendment, of record in P.C. 2, Sl. 761;

Thence, North 03°51'12" East, with the westerly line of said 8.0 acres and with the easterly lines of the following Amendments of said The Point at Scioto Reserve Condominiums: said 2<sup>nd</sup> Amendment, 4<sup>th</sup> Amendment, of record in P.C. 3, Sl. 115, 7<sup>th</sup> Amendment, of record in P.C. 3, Sl. 279, 8<sup>th</sup> Amendment, of record in P.C. 3, Sl. 318, passing a rebar set at a distance of 30.00 feet, a total distance of 816.66 feet to a ¾-inch iron pipe found (with an "SLSS" cap) at the northwesterly corner of said 8.0 acres, said point taken to be: in the northerly line of said F.L. 16, the southeasterly corner of Farm Lot 31, the southwesterly corner of said F.L. 30 and being the southwesterly corner of Scioto Reserve Golf Course, of record in P.C. 3, Sl. 373;

Thence, South 87°44'21" East, with the northerly line of said 8.0 acres and with the southerly line of said Golf Course, a distance of 417.13 feet to a ¾-inch iron pipe found (with a "Zande" cap), said point being the northeasterly corner of said 8.0 acres and being the northwesterly corner of Scioto Reserve, Sec. 4, Phase I, a subdivision of record in P.C. 2, Sl. 377;

Thence, South 03°16'58" West, with the easterly line of said 8.0 acres, with the westerly line of said Scioto Reserve subdivision and with the westerly line of that 2.051 acre tract conveyed to Tad and Jessie Goldmeyer in O.R. 951, Pg. 1197, passing a ¾-inch iron pipe found at a distance of 791.99 feet, a total distance of 821.68 feet to the TRUE PLACE OF BEGINNING.

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Page Two (7.919 acres)

This legal description is based upon an actual field survey, performed by and under the direct supervision of William D. Beer, P.S. #7980 in April and May of 2019.

All rebar's set are 5/8 inch, 30 inches long (w/ "B.L. SURVEYING, P.S. #7980" cap).

A SURVEY of this description is attached hereto and made part thereof.

Subject to all easements, restrictions, and rights-of-way of record. Containing 6.035 acres in Farm Lot 15 and 1884 acres in Farm Lot 16 for a total of 7.919 acres, being all of Auditors Parcel # 31923002008000.

Bearings are based on North 87°02'14" West, as listed hereon for the centerline of Home Road (C.R. 124), as derived from GPS observations, utilizing ODOT VRS and being based on Ohio State Plane Coordinate System (North Zone), NAD '83 (with an NSRS adjustment).

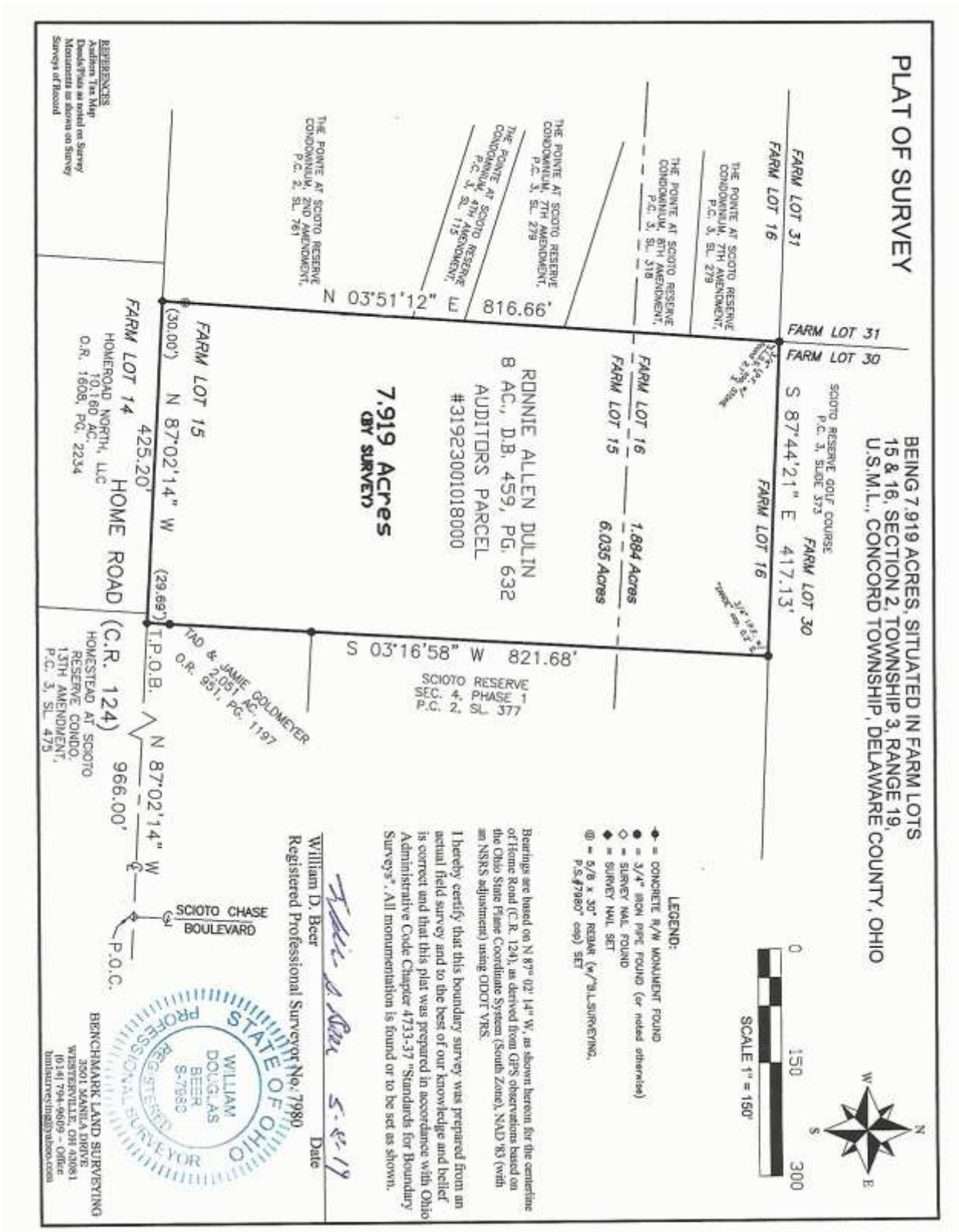
All references are to records of the Recorder's Office, Delaware County, Ohio.



*William D. Beer* 5-9-19

William D. Beer Date  
Registered Professional Surveyor No. 7980

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



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**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-Attended the DCFA meeting last night.

Dawn Huston, Deputy Administrator  
-No reports.

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Attended the Delaware Chamber's Open House for Delaware Transit Authority this morning.  
-Went to visit the Chambers Road Bridge after it was discussed at the Community Enhancement Grant presentations last week. Had some car issues on the way there and was pleasantly surprised by the number of people who stopped and offered their help.

Commissioner Benton  
-Will be attending the MORPC executive committee meeting this afternoon.  
-The State Capital Budget has been passed by the Ohio Senate and House is awaiting the Governor's signature. There is around \$3.4 million set aside for projects within Delaware County.  
-The Memorial Tournament has begun.

Commissioner Lewis  
-Attending Regional Planning last Thursday.  
-Attended a Memorial Day ceremony at Oak Grove Cemetery on Monday.

**RESOLUTION NO. 22-459**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISMISSAL; DISCIPLINE; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:**

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; dismissal; discipline; compensation of a public employee or public official; for pending or imminent litigation.

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

**RESOLUTION NO. 22-460**

**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                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**Other Business:**

**RESOLUTION NO. 22-461**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY PUBLIC DEFENDER COMMISSION:**

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

WHEREAS, in Resolution No. 20-781, adopted on September 3, 2020, the Delaware County Board of Commissioners (the "Board") established the Delaware County Public Defender Commission (the "Commission"), effective October 1, 2020; and

WHEREAS, Section 3 of the Resolution states that the Board shall, pursuant to section 120.13 of the Revised Code, make the following appointments to the Commission: (A) Two members who shall serve terms commencing on the date of establishment of the Commission and expiring two years thereafter; and (B) One member who shall serve a term commencing on the date of establishment of the Commission and expiring four years thereafter; and

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WHEREAS, pursuant to section 120.13 of the Revised Code, at least one of the Board’s appointments shall be an attorney admitted to the practice of law in this state; and

WHEREAS, a current member resigned his position, effective February 27, 2022, and a replacement appointment is needed to fulfill the unexpired term; and

WHEREAS, [NAME] has applied for appointment to the Commission;

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

Section 1. The Board hereby appoints David Riepenhoff to the Commission for the unexpired term ending October 1, 2022.

Section 2. This appointment shall be effective immediately upon adoption of this Resolution.

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

There being no further business, the meeting adjourned.

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

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

\_\_\_\_\_  
Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners