

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2022**

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

1
RESOLUTION NO. 22-485

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 6, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 6, 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	Mr. Benton	Aye	Mrs. Lewis	Absent	Mr. Merrell	Aye
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2
PUBLIC COMMENT

-None.

3
RESOLUTION NO. 22-486

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0608 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0608:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0608, memo transfers in batch numbers MTAPR0608 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2200846) Gilbane	Building & Improvements	42011440-5410	\$9,000,000.00
(P2202981) HR Gray & Assoc	Improvements other than buildings	66611900-5403	\$ 25,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2203240	CORDICO INC	WELLNESS APP - PRE-HOSPITAL CARE BOARD	10011160 - 5320	\$45,000.00
R2203407	DELAWARE FLOOR CO INC	CARPET TILES - EMS STATIONS 2, 8, 9	40111402 - 5201	\$26,483.16

Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Absent
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4
RESOLUTION NO. 22-487

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE VETERANS SERVICE OFFICE:

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

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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:	Veterans Service Office
Office/Department:	Veterans Service Office
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card: Robert Apostolec	
Department Coordinator: Brian Galligher	

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

**5
RESOLUTION NO. 22-487**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, A DECREASE IN APPROPRIATION AND A TRANSFER OF FUNDS FOR THE SHERIFF’S OFFICE:

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

Supplemental Appropriation		
24531346-5001	PREA Grant/Compensation	\$10,553.01
24531346-5201	PREA Grant/Gen Supplies & Equip < 1,000	\$11,510.00
24531346-5260	PREA Grant/Inv Tool, Equip, Furn 1,000-4,999	\$ 6,765.00
24531346-5301	PREA Grant/Contracted Prof Services	\$13,500.00
24531346-5310	PREA Grant/Travel Nontaxable	\$ 2,786.00
24531346-5450	PREA Grant/Machinery & Equip > 5,000	\$12,500.00
Decrease Appropriation		
24531346-5305	PREA Grant/Training & Staff Development	\$ 22,211.00
Transfer of Funds		
From:	To:	
10011102-5801	24531346-4601	\$58,082.72
Commissioners General/Cash Transfers	PREA Grant/Interfund Revenues	

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

**6
RESOLUTION NO. 22-488**

IN THE MATTER OF ACCEPTING THE SUBGRANT AWARD OF THE LEAP FORWARD GRANT FOR THE SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s office has been awarded the LEAP Forward Grant (the “Grant”); and

WHEREAS, the Grant is part of the Ohio Drug Law Enforcement Fund; and

WHEREAS, the County Administrator is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official;

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

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Ohio:

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	LEAP Forward Grant 2021-DL-LEF-5821
Source:	Ohio Office of Criminal Justice Services /Ohio Drug Law Enforcement
Grant Award Period:	07/01/2022 to 06/30/2023
OCJS Grant Amount:	\$ 118,209.17
Cash Match:	<u>\$ 39,403.06</u>
Total Grant Amount:	\$ 157,612.23

Section 2. The Board hereby authorizes the County Administrator to act as the county chief executive officer and execute standard assurances and compliance certificates for the grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

**7
RESOLUTION NO. 22-490**

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR OHIO FIRST RESPONDER WELLNESS, RECRUITMENT, RETENTION, AND RESILIENCE GRANT FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

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:	\$360,250.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$360,250.00

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 134th General Assembly. The bill 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. The Sheriff’s Office intends to utilize the grant funds to provide retention bonuses to deputies and dispatchers to help minimize staff turnover.

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

**8
RESOLUTION NO. 22-491**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE PERMANENT IMPROVEMENT FUND:

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

Transfer of Appropriation		
From:	To:	
40111402-5410	40111402-5328	\$80,000.00
Permanent Improvement/Building & Improve	Permanent Improvement/Maint & Repair Services	

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

**9
RESOLUTION NO. 22-492**

IN THE MATTER OF APPROVING CHANGE ORDERS OCO-001 AND OCO-002 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE BYXBE CAMPUS DACC REDEVELOPMENT PROJECT:

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

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WHEREAS, the Director of Facilities recommends approval of change orders OCO-001 and OCO-002;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change orders OCO-001 and OCO-002 to the contract between the Delaware County Board of Commissioners and Gilbane Building Company for the Byxbe Campus DACC Redevelopment Project, as follows:



June 1, 2022

Mr. Jon Melvin
Delaware County
Director of Facilities, Facilities Management
1405 US Highway 23 North
Delaware, OH 43015

Reference: Delaware County Byxbe Campus DACC Redevelopment
County Project No. 2017.272

Subject: Request for Change
OCO-001: Soil Remediation

Dear Mr. Melvin:

Gilbane Building Company requests authorization to proceed with the following ADDITIONAL scope of work:

Scope Description:		Cost
<u>Unforeseen Existing Condition</u> – Per GCI Recommendation Provide undercut of approximately 12" of soil from the existing natural layer (elevation 94'-2"). Add an 18" dry soil bridge on top of that area. Add additional on-site fill up to the elevation required for subgrade. Undercut spread foundations to the existing natural layer of soil (93'-2") and fill to the bottom of footing with CDF.		\$248,360
		Cost of Construction
		\$248,360
		Bonds 0.62%
		\$1,528
		Insurance 1.00%
		\$2,499
		Contingency 2.00%
		\$4,967
		Fee 1.50%
		\$3,800
		Grand Total (NOT TO EXCEED)
		\$261,154

Schedule Impact ?	N
Days	*

*Interim milestones may be affected. No anticipated impact to overall schedule end date.

Sincerely,


Charles Guy
Project Manager

M+A Architects

Approved by: _____
Jim Lehnert, Sr. Project Manager

Date: _____

Delaware County

Recommended by: _____
Jon Melvin, Director of Facilities

Date: _____

Approved by: _____

Date: _____

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June 1, 2022

Mr. Jon Melvin
Delaware County
Director of Facilities, Facilities Management
1405 US Highway 23 North
Delaware, OH 43015

Reference: Delaware County Byxbe Campus DACC Redevelopment
County Project No. 2017.272

Subject: Request for Change
OCO-002: Bulletin #005 R2

Dear Mr. Melvin:

Gilbane Building Company requests authorization to proceed with the following ADDITIONAL scope of work:

Scope Description:		Cost
Bulletin #005 Revision 2 – Building B Revised One Line Diagram		\$117,618
Additional Dumpster		\$800
		Cost of Construction
		\$118,418
Bonds		0.62%
		\$729
Insurance		1.00%
		\$1,191
Contingency		2.00%
		\$2,368
Fee		1.50%
		\$1,812
		Grand Total
		\$124,518

Schedule Impact?	Y
Days	97*

*Building B Certificate of Occupancy Milestone to be pushed back 97 calendar days. No anticipated impact to overall Substantial Completion date.

Sincerely,

Charles Guy
Project Manager

M+A Architects

Approved by: _____
Jim Lehnert, Sr. Project Manager

Date: _____

Delaware County

Recommended by: _____
Jon Melvin, Director of Facilities

Date: _____

Approved by: _____

Date: _____

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

10
RESOLUTION NO. 22-493

IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH HOKUTO U.S.A. INC.:

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

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, Highdev II, LLC has transferred a portion of the Creekside Development to Hokuto U.S.A. Inc., on May 13, 2022; and

WHEREAS, Hokuto U.S.A. Inc., wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance

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with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with Hokuto U.S.A. Inc.:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the COUNTY OF DELAWARE (the "County"), a political subdivision of the State of Ohio; HIGHDEV II, LLC, an Ohio limited liability company (the "Property Owner") and Hokuto U.S.A. Inc., a Michigan corporation (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner and the County, made effective December 28, 2017 (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("RC.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the "Board"), on August 9, 2010, designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to Resolution No. 17-997 adopted on September 25, 2017, the Property Owner and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Limited Warranty Deed dated as of May 13, 2022, and filed for record on May 20, 2022 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on May 20, 2022 (the "Transfer Date") to the interest of the Property Owner (or a successor to the Property Owner) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 3 ("Employee Positions"), Section 4 ("Provision of Information"), Section 6 ("Application for Exemption"), Section 7 ("Payment of Non-Exempt Taxes"), Section 10 ("Certification as to No Delinquent Taxes"), Section 13 ("Non-Discriminatory Hiring"), Section 18 ("Validity"), Section 21 ("R.C. Section 9.66 Covenants"), Section 22 ("Annual Fee"), and Section 23 ("Notice of Vacancy").
2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.
3. The Successor further certifies that, as required by RC. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in RC. Section 3735.671(E).

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4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 20 thereof, addressed as follows:

Hokuto U.S.A. Inc.
2200 Southwest Blvd., Suite K
Grove City, Ohio 43123
Attention: Yoshimasa Sekiguchi

**EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

Copy of CRA Agreement
(attached hereto)

(Copy available in the Commissioners' Economic Development Department
until no longer of administrative value)

**EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

Copy of Instrument Conveying the Transferred Property
(attached hereto)

(Copy available in the Commissioners' Economic Development Department
until no longer of administrative value)

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

11
RESOLUTION NO. 22-494

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2022 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2023:

It was moved by Mr. Merrell, seconded by Mr. Benton to accept the 2022 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2023 as follows:

**JOINT COUNTY PROJECTS - 2023
COLLECTIONS**

<u>Project Name</u>	<u>2023 % Collect</u>	<u>Counties</u>
Adams	46.75	Delaware / Marion
Carter Joint County	37.50	Delaware / Marion
Cook Joint County	87.50	Delaware / Licking
Coomer #435 Main	1.00	Delaware / Morrow
Coomer #435 Lateral A	0.25	Delaware / Morrow
Darst Joint County	15.50	Delaware / Marion
DeGood	40.00	Delaware / Union
Pumphrey Joint County	30.00	Delaware / Morrow

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Tartan Field Jt. County 8,9,10,11	2.00	Delaware / Union
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TRI-COUNTY PROJECTS - 2023
COLLECTIONS

<u>Project Name</u>	<u>2023 % Collect</u>	<u>Counties</u>
Randall Howison Tri County	80.00	Delaware / Marion / Union

Inspection Report Summary 2022

<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2022 % Collect</i>	<i>2023 % Collect</i>
3B'S & K STORAGE	0707	11-384	0.75	0.75
459 ORANGE POINT DRIVE	1510	11-556	2.00	2.00
7719 GRAPHICS WAY	1506	11-557	5.00	3.00
A.D. FARROW	0621	11-338	3.50	3.00
ABBAY KNOLL 1&2	0029	11-170	2.50	2.50
ABBAY KNOLL 3-1&2	0129	11-199	1.25	1.25
ABBAY KNOLL 4-A&B	0326	11-021	1.50	1.50
ABBAY KNOLL 5A	0533	11-343	2.00	2.00
ADAMS JOINT COUNTY	6801	11-008	46.75	46.75
ALUM CROSSING 1	0523	11-344	1.25	1.25
AUGUSTA WOODS 2	0124	11-214	2.25	2.25
AVONLEA	0519	11-319	2.75	2.75
BAINBRIDGE MILLS 2	9909	11-134	1.50	1.50
BARRINGTON ESTATES	1408	11-533	2.00	2.00
BASIGER A-1	0808	11-434	3.75	3.75
BASIGER A-2	0809	11-435	3.75	3.75
BASIGER B	0810	11-436	1.50	0.25
BASIGER C	0811	11-437	5.00	2.50
BASIGER MAIN	0807	11-438	7.50	7.50
BEAUTIFUL SAVIOR LUTHERAN	1412	11-536	3.00	3.00
BECKER	8401	11-034	2.00	2.00
BERKSHIRE DEVELOPMENT	9918	11-160	3.00	3.00
BERLIN MANOR	1816	11-636	2.00	2.00
BHARATIYA HINDU TEMPLE	0914	11-455	6.75	8.25
BIG BEAR FARMS 2-2	9806	11-104	0.75	0.75
BIG BEAR FARMS 8	9917	11-131	1.00	1.00
BIG BEAR FARMS 9	9925	11-151	1.00	1.00
BOULDER RIDGE	0613	11-331	2.00	2.00
BRAEMAR AT WEDGEWOOD	0817	11-419	2.00	2.00
BRAUMILLER WOODS 3	1712	11-625	3.00	3.00
BRITONWOODS	1827	11-648	2.00	2.00
BROOKSHIRE BANQUET	0536	11-335	0.75	1.00
BROOKVIEW	0915	11-452	6.75	8.50
BROOKVIEW MANOR	1514	11-564	2.00	2.00
BRYN MAWR 2-1&2	0011	11-113	0.75	0.75
BUCKEYE DATA CENTER	0618	11-389	1.25	1.25

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BUCKEYE GYMNASTICS	1517	11-561	2.00	2.00
BUCKEYE READY MIX	0619	11-329	1.25	1.25
BUNKER HILL	1607	11-573	5.00	5.00
CALHOUN	8101	11-048	13.00	13.00
CAMBRIDGE SUBDIVISION	0234	11-270	3.00	3.50
CAMPUS AT HIDDEN RAVINES	0510	11-306	0.75	0.75
CANTERBURY	0814	11-403	4.50	4.50
CARDINAL SELF STORAGE	1605	11-572	3.00	3.00
CARRIAGE COVE	1310	11-499	2.50	2.50
CARTER JOINT COUNTY	8201	11-044	37.50	37.50
CARTERS FARM CAD	1725	11-626	1.50	1.50
CELEBRATION KIA	2104			2.00
CHADWICK #135	1308	11-520	3.75	3.75
CHESHIRE COVE 1	0010	11-117	1.50	1.50
CHESHIRE COVE 2	0146	11-228	0.75	0.75
CHESHIRE WOODS 1	0612	11-353	0.75	0.75
CHESHIRE WOODS 2	1603	11-567	2.00	2.00
CHESHIRE WOODS 3A	1423	11-544	2.00	2.00
CHESHIRE WOODS 3B	1808	11-677	2.00	2.00
CHESHIRE WOODS ESTATES 1	0617	11-367	1.50	1.50
CLARKSHAW MOORS	1714	11-623	2.00	2.00
COLUMBUS UPGROUND RESERVOIR	1409	11-535	2.00	2.00
CONDOS AT RIVERBY	1309	11-503	2.00	2.50
CONSOLIDATED ELECTRIC	0812	11-421	0.75	0.75
COOK JOINT COUNTY	5801	11-004	87.50	87.50
COOMER JOINT COUNTY	0716	11-379	2.00	1.00
COOMER JOINT COUNTY	0717	11-380	0.25	0.25
CORNERS AT JOHNNY CAKE	1726	11-622	2.00	2.00
COTTAGES AT HYATTS	1820	11-649	2.00	2.00
COURTYARDS AT BRADFORD COURT	1614	11-592	2.00	2.00
COURTYARDS AT CLEAR CREEK	1912	11-650	2.00	2.00
COURTYARDS AT HIDDEN RAVINES	1513	11-568	2.00	2.00
COURTYARDS AT MUIRFIELD RIDGE	1801	11-651	2.00	2.00
COURTYARDS AT SOUTH SECTIONLINE	1617	11-593	2.00	2.00
COURTYARDS AT THE RAVINES	1824		0.00	2.00
COURTYARDS ON HYATTS	1917	11-683	2.00	2.00
COVE AT EVANS FARM	2025	11-707	0.00	0.00
COVINGTON MEADOWS 1	0009	11-115	1.75	1.75
COVINGTON MEADOWS 2	0118	11-251	1.75	1.75
COVINGTON MEADOWS 3	0216	11-235	3.00	3.00
CRABILL	6201	11-003	62.50	62.50
CREEKSIDE INDUSTRIAL PARK	1806	11-652	2.00	2.00
CROSS CREEK 2-A&B	0127	11-213	1.50	1.50
CROSS CREEK 3	0507	11-300	2.50	2.50

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CROSS CREEK 3A	0818	11-422	2.25	2.25
CRYSTAL VALLEY	0804	11-410	2.50	2.50
DARST JOINT	7201	11-011	15.50	15.50
DEGOOD	5802	11-013	40.00	40.00
DELAWARE RUN	0319	11-294	8.75	8.75
DELAWARE-ORANGE	1001	11-469	1.00	1.00
DERBY GLEN FARMS 1	0640	11-388	2.00	2.00
DERBY GLEN FARMS 2	1304	11-498	2.00	2.00
DERBY GLEN FARMS 3	1518	11-580	2.00	2.00
DORNOCH ESTATES 3	0104	11-197	1.00	1.00
DORNOCH ESTATES 4	0223	11-221	3.00	3.00
DOUBLE EAGLE-BIG RED LTD	1305	11-509	2.00	2.00
DUTCHER/SCOTT	1111	11-487	4.00	4.00
EAGLE TRACE 2&3	0123	11-215	1.50	2.00
ELM VALLEY JFD	1315	11-502	2.25	2.25
ENCLAVE AT ABBEY KNOLL	2014	11-697	2.00	2.00
ENCLAVE AT THE LAKES	1509	11-579	2.00	2.00
ESTATES AT CHESHIRE 1	0622	11-374	3.00	3.00
ESTATES AT CHESHIRE 2	1314	11-524	2.50	2.50
ESTATES AT MEDALLION	0603	11-354	1.25	1.25
ESTATES AT SHERMAN LAKES	1201	11-488	2.00	2.00
ESTATES OF GLEN OAK 1A	0231	11-272	0.50	0.75
ESTATES OF GLEN OAK 1B	0232	11-273	0.50	0.75
ESTATES OF GLEN OAK 2	0314	11-279	0.50	0.50
ESTATES OF GLEN OAK 3A	0404	11-052	1.25	1.25
ESTATES OF GLEN OAK 3B	0405	11-051	0.50	0.50
ESTATES OF GLEN OAK 4A	0424	11-299	1.75	1.75
ESTATES OF GLEN OAK 5	1405	11-538	2.00	2.00
ESTATES OF RIVER RUN	1109	11-492	4.50	4.50
EVANS FARM 1	1723	11-621	2.00	2.00
EVANS FARM 2	2012	11-695	2.00	2.00
FAIR HAVEN	0904	11-441	1.00	1.00
FAIRWAYS AT BLUE CHURCH 1	0802	11-424	3.00	3.00
FANCHER	1903	11-643	5.00	6.25
FIRST & MAIN OF LEWIS CENTER	1507	11-558	2.25	2.25
FOOR CONCRETE	0512	11-320	1.75	1.75
FOUR DOCTORS DRIVE	1819	11-637	2.00	2.00
FOURWINDS NORTH	1716	11-620	3.00	3.00
FOURWINDS SOUTH	0017	11-161	10.00	10.00
GENOA BAPTIST CHURCH	1802	11-653	2.00	2.00
GENOA ELEMENTARY SCHOOL	0406	11-028	0.75	0.75
GENOA FARMS 1	0145	11-217	1.25	1.25
GENOA FARMS 2	0212	11-245	1.25	1.25
GENOA FARMS 3-A&B	0229	11-258	1.25	1.25
GENOA PLACE	2009	11-692	2.00	2.00

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GLADES AT HIGHLAND LAKES	1702	11-602	2.00	2.00
GLEN OAK 1	0230	11-271	1.25	1.25
GLEN OAK 2-A&B	0309	11-261	1.00	1.00
GLEN OAK 3-A&B	0327	11-030	1.25	1.25
GLEN OAK 4	0608	11-325	1.00	0.75
GLEN OAK 5A	0910	11-448	4.00	4.00
GLEN OAK 5B	1112	11-486	2.50	2.50
GLEN OAK 6	0714	11-395	2.50	2.50
GLEN OAK 7A	1006	11-467	1.75	1.75
GLEN OAK 9	0722	11-415	1.50	1.00
GLENMEAD/MCKENZIE	1705	11-612	2.50	2.50
GOLF VILLAGE NORTH COMMERCIAL	0629	11-361	0.25	0.25
GOODING BOULEVARD	0708	11-386	0.50	0.50
GOODWILL GENOA	1321	11-521	2.00	2.00
GRACE HAVEN	1810	11-654	2.00	2.00
GRACES PLACE	2011	11-694	2.00	2.00
GRAND OAK 1	0207	11-216	0.75	0.75
GRAND OAK 2	0313	11-285	1.75	1.75
GRAND OAK CONDOMINIUMS	0206	11-254	1.50	1.50
GRAND POINTE AT NORTH ORANGE	2013	11-696	2.00	2.00
GREEN MEADOWS 3	8701	21-055	3.00	3.00
GREEN MEADOWS BASIN	7901	11-031	3.75	3.75
GREENS AT NORTHSTAR	0909	11-454	3.00	3.00
GREYLAND ESTATES 1A	0713	11-414	1.50	1.75
GWINNER #262	0638	11-376	2.00	2.00
HARBOR POINTE 1	0024	11-181	1.50	1.50
HARBOR POINTE 2-1&2	0121	11-212	0.50	0.50
HARBOR POINTE 3-A&B	0218	11-264	2.25	2.25
HARBOR POINTE 4-A&B	0322	11-284	2.50	2.50
HARBOR POINTE 5	0407	11-042	1.00	1.00
HARDIN #267	8702	11-064	24.0	24.0
HARDIN TILE #267	1317	11-519	3.50	3.50
HARLEM TOWNSHIP PARK	1005	11-466	0.75	0.75
HARVEST CURVE	2105			2.00
HARVEST POINT	1602	11-566	2.00	2.00
HARVEST WIND 1-2	0813	11-404	1.50	1.50
HARVEST WIND 3	9905	11-109	1.25	1.25
HARVEST WIND 4	0027	11-174	1.50	1.50
HARVEST WIND 5	0113	11-190	1.00	1.00
HARVEST WIND 6-1	0101	11-180	2.00	2.50
HARVEST WIND 7-1	0120	11-209	1.00	1.00
HARVEST WIND 7-2	0301	11-275	0.75	0.75
HATFIELD AUTOMOTIVE	1204	11-485	4.25	4.25
HAVENS	1814	11-631	2.00	1.50
HEATHER GLEN	9908	11-112	1.25	1.50
HEATHER RIDGE 1&2	1815	11-638	2.00	2.00

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HEATHERS AT GOLF VILLAGE	1524	11-582	2.00	2.00
HEISELT TRACT	0705	11-400	2.50	2.50
HERBERT LAWRENCE	7401	11-023	15.0	18.7
HICKORY RIDGE	1720	11-590	3.00	3.00
HIDDEN COVE	0315	11-277	1.00	1.00
HIDDEN CREEK ESTATES 1	0727	11-409	2.00	2.00
HIGH PARK CTR LOT 4924	0410	11-045	2.25	2.25
HIGHFIELD DRIVE DITCH RELOCATION	2016	11-699	2.00	2.00
HIGHLAND HILLS AT THE LAKES 2	0033	11-192	1.00	1.00
HIGHLAND HILLS AT THE LAKES 3- 1&2	0119	11-246	6.75	6.75
HIGHLAND LAKES EAST 11-2	9906	11-110	0.75	0.75
HIGHLAND LAKES EAST 11-4&5	0115	11-219	1.00	1.00
HIGHLAND LAKES EAST 14-1	9938	11-144	1.00	1.00
HIGHLAND LAKES EAST 14-2	9939	11-150	0.75	0.75
HIGHLAND LAKES EAST 15	0324	11-018	2.00	2.00
HIGHLAND LAKES EAST 4 PH 2-5	0426	11-298	2.50	2.50
HIGHLAND LAKES NORTH 3	0711	11-396	3.25	3.25
HIGHLAND LAKES NORTH 5-3&4	1404	11-532	5.50	5.50
HIGHLAND LAKES NORTH 6-1	9919	11-124	2.50	2.50
HIGHLAND LAKES NORTH 6-2	0028	11-173	1.25	1.25
HIGHLAND LAKES NORTH 7	0032	11-191	4.00	4.00
HOGBACK BAY	1609	11-581	2.50	2.50
HOMESTEAD AT HIGHLAND LAKES	1208	11-501	2.00	2.00
HOMESTEAD AT SCIOTO RESERVE	1907	11-644	3.00	3.00
HORSESHOE RUN	8601	11-129	18.7	10.0
HOWARD FARMS	1822	11-655	2.00	2.00
HYATT MEADOWS 1-3	2112			0.00
HYATTS CROSSING	2003	11-686	2.00	2.00
INDIAN RUN	8102	11-036	23.2	23.2
INN AT BEAR TRAIL	1601	11-571	2.00	2.00
IRONWOOD	2006	11-689	2.00	2.00
JAIN CENTER OF CENTRAL OHIO	1104	11-465	3.00	3.00
JONES	5901	11-012	75.0	75.0
JONES #279	1205	11-496	5.50	5.50
JONES-TIMMS	0806	11-418	2.50	2.50
KELLER PINES	0513	11-366	1.50	1.50
KILLDEER MEADOWS 1	0415	11-295	1.00	1.00
KILLDEER MEADOWS 2-A&B	0425	11-315	0.25	0.25
KILLDEER MEADOWS 3&4	1418	11-531	2.00	2.00
KINSALE VILLAGE	0610	11-399	2.50	2.50
KOEPPEL	8302	11-038	40.0	40.0
KROGER AT OLENTANGY CROSSING	0902	11-445	2.00	2.00
KURTZ BROTHERS DELAWARE	2109			2.00
LAKE SHORE	0633	11-368	2.00	2.00

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LAKES AT SILVERLEAF	0311	11-286	1.25	1.25
LEWIS CENTER	5902	11-009	125.	150.
LIBERTY BLUFF 1&2	1807	11-656	2.00	2.00
LIBERTY CROSSING	0803	11-425	1.25	1.25
LIBERTY GRAND 3A	2017	11-700	0.00	2.00
LIBERTY GRAND 4	2018	11-701	0.00	2.00
LIBERTY GRAND DISTRICT	2022	11-704	2.00	2.00
LIBERTY LAKES 3	0004	11-159	1.00	1.00
LIBERTY SUMMIT	1911	11-657	2.00	2.00
LIBERTY TRACE	1521	11-583	2.00	2.00
LIBERTY TRACE 3A	1711	11-609	2.00	2.00
LIBERTY TRACE 3B	1727	11-627	2.50	2.50
LIBERTY TWP FSED	1708	11-606	2.00	2.00
LIBERTY VILLAGE 1	0526	11-349	2.00	2.00
LIBERTYDALE	1721	11-591	3.00	3.00
LIFEPOINT CHURCH	1914	11-667	2.00	2.00
LIGHTHOUSE CENTER	0508	11-305	5.00	5.00
LITTLE BEAR VILLAGE 1A	0641	11-365	1.50	1.50
LOCH LOMOND HILLS	1312	11-551	3.75	3.75
LOCH LOMOND PARK	9901	11-105	4.50	5.50
LONDON CROSSING	1519	11-577	2.00	2.00
MANORS AT WILLOW BEND	0710	11-357	2.00	2.00
MANSARD ESTATES 1&2	0725	11-417	2.50	2.50
MAPLE GLEN	1909	11-680	2.00	2.00
MARKET AT LIBERTY CROSSING 3	0901	11-444	1.00	0.50
MARRGELLO DEVELOPMENT	0529	11-334	1.50	1.50
MC FITNESS & HEALTH	1421	11-542	2.50	2.50
MCCAMMON CHASE 1	0307	11-263	1.00	1.25
MCCAMMON ESTATES 1	0506	11-303	3.00	3.00
MCCAMMON ESTATES 2	0511	11-317	3.00	3.00
MCCAMMON ESTATES 3	0606	11-328	2.00	2.00
MCCAMMON ESTATES 4	0614	11-332	1.25	1.50
MCDONALDS AT CROSSING SOUTH	1318	11-527	0.00	0.00
MCNAMARA #582	0906	11-440	3.50	0.50
MCNAMARA PARK	1106	11-462	1.25	1.25
MEADOW AT CHESHIRE 3-3	0117	11-184	2.00	2.00
MEADOW AT SCIOTO RESERVE	0524	11-355	1.00	1.00
MEADOWS AT CHESHIRE 3-1	9912	11-132	1.50	1.50
MEADOWS AT CHESHIRE 3-2	9913	11-133	2.00	2.00
MEADOWS AT HARVEST WIND 1&2	1108	11-476	3.00	3.00
MEADOWS AT HOME ROAD	1713	11-619	4.50	4.50
MEADOWS AT LEWIS CENTER 1	1105	11-464	2.00	2.00
MEADOWS AT LEWIS CENTER 2	1611	11-585	2.00	2.00
MEADOWS AT LEWIS CENTER	1413	11-547	2.00	2.00
MEDALLION ESTATES 10-1	0012	11-122	0.75	0.75

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MEDALLION ESTATES 10-2	0013	11-163	1.25	1.25
MEDALLION ESTATES 8	9914	11-135	0.50	0.50
MEDALLION ESTATES 9	9921	11-157	1.00	1.00
MENARDS CREEKSIDE	1203	11-511	1.25	1.25
MEYERS PROPERTY CAD	2111			2.00
MILEY	8301	11-050	2.00	2.50
MIRASOL 1	1422	11-549	2.00	2.00
MIRASOL 2	1826	11-639	2.00	2.00
MOONEY	1501	11-541	14.0	5.00
MULCH 1ST	1701	11-601	2.00	2.00
NANCE FAMILY CAD	1516	11-576	2.00	2.00
NATIONAL STONE/STEEL-CRYDER	1406	11-539	0.00	0.00
NCH/OH AMBULATORY-LEWIS CENTER	1512	11-554	4.50	4.50
NELSON FARMS	0801	11-423	2.00	2.00
NELSON FARMS SOUTH	1608	11-594	2.50	2.50
NEW BEGINNINGS UMC	1515	11-587	2.00	2.00
NORTH FARMS 1-3-5-7	1511	11-563	2.00	2.00
NORTH FARMS 4&8	1615	11-595	2.00	2.00
NORTH FARMS 6&11	1522	11-575	2.00	2.00
NORTH FARMS 9	1915	11-681	2.00	2.00
NORTH LAKE PRESERVE	1910	11-658	2.00	2.00
NORTH ORANGE 1-1	0213	11-232	2.00	2.00
NORTH ORANGE 1-1 LOT 5578	0709	11-394	2.00	2.00
NORTH ORANGE 1-2 A&B	0401	11-029	1.25	1.25
NORTH ORANGE 2, 3-A&B	0331	11-037	1.25	1.25
NORTH ORANGE 2-2	0302	11-268	1.75	1.25
NORTH ORANGE 3-1	0214	11-248	0.50	0.50
NORTH ORANGE 3-2-B	1202	11-493	2.00	2.00
NORTH ORANGE 3-2-C	0522	11-346	1.50	1.50
NORTH POINT MEADOWS 1	0305	11-281	1.75	1.00
NORTH POINT MEADOWS 2	0421	11-316	2.50	2.50
NORTH POINTE PLAZA	1604	11-569	2.50	2.50
NORTHBROOKE CORPORATE	0112	11-194	2.00	2.00
NORTHLAKE WOODS 1 & 2	1804	11-659	2.00	2.00
NORTHSTAR 1	0611	11-432	1.25	1.25
NORTHSTAR 1B	2021	11-703	2.00	2.00
NORTHSTAR 1C1	1402	11-543	1.50	1.50
NORTHSTAR 1D	1401	11-546	2.00	2.00
NORTHSTAR FAMILY DENTAL	1803	11-660	2.00	2.00
NORTHSTAR GOLDWELL	2001	11-684	2.00	2.00
NORTHWEST STORAGE	0615	11-330	3.00	3.00
NOVA LANDS US 23	2107			0.00
NUCKLES	7001	11-010	60.0	60.0
NUCKLES #20	1003	11-459	6.00	6.00
OAK CREEK 1	1210	11-507	2.00	2.00
OAK CREEK EAST 2	9904	11-108	1.75	1.75

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OAKS 1A	0532	11-360	2.50	2.50
OAKS AT HIGHLAND LAKES 1	0132	11-225	1.75	1.75
OAKS AT HIGHLAND LAKES 2	0201	11-226	1.00	1.00
OAKS AT HIGHLAND LAKES 3	0210	11-224	1.75	1.75
OAKS AT HIGHLAND LAKES 4	0422	11-312	1.25	1.00
OAKS AT HIGHLAND LAKES 5	0328	11-019	1.75	1.75
OAKS AT HIGHLAND LAKES 6	0423	11-311	3.75	3.75
O'BRIEN #440	1102	11-490	4.50	4.50
O'BRIEN #440-ODOT	1103	11-489	2.25	2.75
OLD HARBOR ESTATES 1	1503	11-560	2.00	2.00
OLD HARBOR ESTATES 2	1805	11-661	2.00	2.00
OLD KINGSTON	0718	11-381	9.50	11.7
OLDE STATE FARMS 1	0102	11-195	1.00	1.00
OLDE STATE FARMS 2	0420	11-301	1.75	1.75
OLDEFIELD ESTATES	0417	11-309	1.00	1.00
OLENTANGY BERLIN HS	1613	11-570	2.00	2.00
OLENTANGY CROSSINGS 1-2-3A-7 & LEWIS CENTER	0607	11-390	1.75	1.75
OLENTANGY CROSSINGS 4	0631	11-373	2.00	2.00
OLENTANGY CROSSINGS 5	0632	11-369	1.75	1.75
OLENTANGY CROSSINGS 6-1	1303	11-505	4.00	4.00
OLENTANGY CROSSINGS 7	0634	11-387	3.75	3.75
OLENTANGY CROSSINGS ACCESS RD	0912	11-446	0.50	0.50
OLENTANGY CROSSINGS LOT 7354	0911	11-447	1.50	1.50
OLENTANGY CROSSINGS SOUTH 1	0639	11-362	2.75	2.75
OLENTANGY ELEMENTARY	1002	11-471	1.50	0.75
OLENTANGY FALLS 1	0637	11-363	3.50	3.50
OLENTANGY FALLS 2	1110	11-491	4.50	4.50
OLENTANGY FALLS 3	1302	11-500	2.00	2.00
OLENTANGY FALLS 4A	1718	11-628	2.00	2.00
OLENTANGY FALLS 4B	1904	11-662	2.00	2.00
OLENTANGY FALLS 5	1717	11-629	2.00	2.00
OLENTANGY FALLS EAST 1-5	1520	11-565	2.50	3.00
OLENTANGY LOCAL SCHOOLS BALE- KENYON RD	0907	11-442	9.00	11.2 5
OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	0908	11-443	1.50	1.50
OLENTANGY MS #6	2110			2.00
OLSD ELEM #1	2005	11-688	2.00	2.00
ORANGE CENTRE DEVELOPMENT	0723	11-407	0.25	0.00
ORANGE CORPORATE CENTER	0916	11-456	2.00	2.00
ORANGE GRAND ESTATES	2101			2.00
ORANGE POINT COMMERCE PARK	1306	11-512	2.00	2.00
ORANGE POINT OUTPARCELS	1724	11-618	2.00	2.00
ORANGE TWP & PARK PLACE	0312	11-278	4.00	4.00

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ORCHARD LAKES 1-3	0427	11-297	1.50	1.50
OXFORD WOODS	2007	11-690	2.00	2.00
PANERA BREAD 36/37	1411	11-553	3.75	3.75
PARK AT GREIF	0128	11-247	0.50	0.50
PARKSHORE 1,2,4	0521	11-318	1.50	1.50
PARKSHORE 3	9907	11-111	1.50	1.50
PEACHBLOW/CONNER LANE	1209	11-508	5.50	5.50
PIATT MEADOWS 1-1&2	9910	11-137	1.50	1.50
PIATT MEADOWS 2 PH 1-3	0014	11-188	0.25	0.25
PIATT PRESERVE 1-4	2023		0.00	2.00
PLUM ESTATES	9915	11-154	1.75	1.75
POINTE AT SCIOTO RESERVE	1703	11-603	3.00	3.00
POLARIS SELF STORAGE	0534	11-337	0.25	0.25
POTTER	6202	11-002	60.0	60.0
PREMWOOD	0905	11-457	2.00	2.00
PRESERVE AT SELDOM SEEN	0517	11-339	2.00	1.25
PRIMMER LATERAL #3	0703	11-398	3.00	3.00
PRIMMER MAIN	0702	11-378	5.00	5.00
PRIMMER NEILSON LATERAL #140	0704	11-397	2.50	2.00
PRIMROSE SCHOOL	0706	11-393	2.00	2.00
PUMPHREY JOINT COUNTY	5904	11-006	30.0	30.0
RANBRIDGE RAVINES	0805	11-458	0.75	0.75
RANDALL HOWISON TRI-COUNTY	5905	11-016	72.0	80.0
RATTLESNAKE RIDGE	0130	11-203	1.50	1.50
RAVINES AT MCCAMMON CHASE	0712	11-413	3.50	3.50
RAVINES AT SCIOTO RESERVE	0605	11-352	2.00	2.00
RAVINES OF ALUM CREEK	0502	11-308	2.50	2.50
RCD SALES OF DELAWARE	1417	11-534	1.25	0.25
REDTAIL ESTATES	1313	11-522	3.25	3.25
RESERVE AT HIDDEN CREEK	1818	11-640	2.00	2.00
RESIDENCES AT ORANGE GRAND	1905	11-678	2.00	2.00
RETREAT AT WOODCREST	2008		0.00	0.00
RIVER BLUFF 1	1908	11-679	2.00	2.00
RIVER BLUFF 2A, 2B, 3	2019		0.00	0.00
RIVER ROCK FARMS	1316	11-525	2.50	2.50
RIVER RUN	0724	11-405	2.50	2.50
RIVERBEND 1 PH 1&2	0020	11-172	2.50	2.50
RIVERBEND 1-1	9933	11-158	1.25	1.25
RIVERBEND 2	9934	11-140	1.25	1.25
RIVERBEND 2 LOT 7014	0635	11-371	1.00	1.00
RIVERBEND 3	9935	11-152	1.25	1.25
RIVERBEND 4-1&2	0021	11-168	1.00	1.00
RIVERBY ESTATES 2-4	0719	11-375	2.75	2.75
RIVERS EDGE AT ALUM CREEK 1	0144	11-244	1.00	1.00
RIVERS EDGE AT ALUM CREEK 2	0304	11-262	0.75	0.75
ROOF MAIN A	1415	11-537	3.00	1.00

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ROOF MAIN B	1416	11-540	3.00	2.00
RUDER EAST	1906	11-646	5.00	5.00
RUDER WEST	2010	11-693	5.00	5.00
S. JAYNES PARK	0815	11-433	0.25	0.25
SACKETT #328	0626	11-382	4.25	2.00
SAGE CREEK 4B	0601	11-358	1.50	1.50
SAGE CREEK 5	1403	11-528	2.50	2.50
SANCTUARY AT THE LAKES	1311	11-504	2.00	2.00
SANCTUARY AT THE LAKES LOT 7851	1525	11-578	4.00	4.00
SCIOTO HIGHLANDS 3	0222	11-238	1.00	1.00
SCIOTO HILLS BASIN	7801	21-052	10.0	10.0
SCIOTO MEADOWS NORTH	2015		0.00	0.00
SCIOTO MEADOWS SOUTH	2002		0.00	0.00
SCIOTO RESERVE 1-3	0034	11-189	1.50	0.75
SCIOTO RESERVE 1-4	0125	11-207	1.25	1.25
SCIOTO RESERVE 1-5&6	0225	11-241	2.00	2.00
SCIOTO RESERVE 1-7&8	0320	11-020	3.25	3.25
SCIOTO RESERVE 2-1&2	9936	11-118	0.75	0.75
SCIOTO RESERVE 2-3&4	0110	11-185	1.25	1.25
SCIOTO RESERVE 3-1&2	0003	11-153	1.25	1.25
SCIOTO RESERVE 3-3&4	0126	11-208	1.25	1.25
SCIOTO RESERVE 3-5	0220	11-237	1.75	1.75
SCIOTO RESERVE 4-1&2	9937	11-119	1.50	1.50
SCIOTO RESERVE 4-10	0306	11-260	0.75	0.75
SCIOTO RESERVE 4-11 A&B	0329	11-017	1.75	1.75
SCIOTO RESERVE 4-12	0408	11-025	1.25	1.00
SCIOTO RESERVE 4-13	0501	11-412	2.00	2.00
SCIOTO RESERVE 4-3&4	0030	11-186	1.50	1.50
SCIOTO RESERVE 4-5&6	0221	11-229	1.25	1.25
SCIOTO RESERVE 4-7	0138	11-200	0.25	0.25
SCIOTO RESERVE 4-8	0204	11-240	1.75	1.75
SCIOTO RESERVE 4-9	0233	11-267	2.00	2.00
SCIOTO RESERVE EXPANSION 1A	0604	11-333	0.50	0.50
SCIOTO RESERVE EXPANSION 1B	0620	11-336	1.75	1.75
SCIOTO RESERVE EXPANSION 2- A&B	0720	11-402	2.00	1.75
SCIOTO RESERVE EXTENSION	2024	11-706	2.00	2.00
SCIOTO RESERVE GOLF COURSE	1410		0.00	0.00
SCIOTO RIDGE CROSSING	1728	11-617	2.00	2.00
SCOTT #604 LATERAL #2	1811	11-630	3.00	3.00
SHEETS #318	0903	11-439	15.5	17.5
SHEFFIELD PARK 1	0303	11-274	0.50	0.50
SHEFFIELD PARK 2A	0525	11-340	1.50	1.50
SHEFFIELD PARK 3	0721	11-453	1.75	1.75
SHELLBARK RIDGE 2	0137	11-233	1.25	1.25
SHELLBARK RIDGE 4	9920	11-126	1.25	1.25

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SHERBROOK 10	0208	11-222	1.25	1.25
SHERBROOK 3	9805	11-103	1.25	1.25
SHERBROOK 4	9902	11-106	0.75	0.75
SHERBROOK 5	0001	11-143	1.50	1.50
SHERBROOK 6	0008	11-121	1.25	1.25
SHERBROOK 7	0107	11-165	1.25	1.25
SHERBROOK 8	0116	11-183	1.25	1.25
SHERBROOK 9	0133	11-223	1.50	1.50
SHERMAN LAKES 1-A&B	0414	11-041	1.50	1.50
SHERMAN LAKES 2	0325	11-276	0.50	0.50
SHERWOOD	0105	11-164	3.50	3.50
SHORES 12	0022	11-178	1.25	1.25
SHORES 13	0413	11-313	1.25	1.25
SIGNATURE DERMATOLOGY	1913	11-663	2.00	2.00
SLACK	5903	11-001	68.7	68.7
SLANE RIDGE	0131	11-204	2.00	2.00
SLATE CREEK	0518	11-324	3.75	3.75
SLATE RIDGE COMMERCIAL SOUTH	1523	11-574	2.00	2.00
SMITH #198	0627	11-377	3.50	3.50
SORRENTO AT HIGHLAND LAKES	1207	11-513	2.25	2.25
SRI SAIBABA TEMPLE	0630	11-370	2.50	2.50
SRI SAIBABA TEMPLE PART 2	1610	11-596	3.00	3.00
ST JOHN NEUMANN CATH CHURCH	1107	11-463	1.75	1.75
ST. GEORGES COURT	0537	11-342	2.00	0.50
STEITZ POWERS	5906	11-007	3.50	5.25
STONES THROW	0402	11-043	2.50	2.50
SUGAR RUN	8402	11-056	15.5	17.5
SUMMERFIELD VILLAGE 1&2	9804	11-102	1.00	1.00
SUMMERFIELD VILLAGE 2 PH 1-3	0015	11-179	1.25	1.25
SUMMERWOOD 1	0106	11-167	2.00	2.00
SUMMERWOOD 2	0143	11-218	2.00	2.00
SUMMERWOOD EXTENSION	0535	11-341	3.75	3.75
SUMMERWOOD LAKES 1	0636	11-364	2.00	2.00
SUMMERWOOD LAKES 2	1823	11-641	2.00	2.00
SUMMERWOOD LAKES 3	1606	11-586	2.50	2.50
SUMMIT HOMES	0514	11-304	4.25	4.25
SUNBURY STORAGE	1307	11-510	2.00	1.25
SUNSET COVE ESTATES	1709	11-607	3.00	3.00
SUNSET POINT	1618	11-597	2.00	2.00
SUPERKICK	0624	11-385	1.25	1.25
SV TEMPLE	1902	11-664	2.00	2.00
SWAN LAKE	1722	11-616	2.00	2.00
SYCAMORE TRAIL	1825	11-665	2.00	2.00
TALLEY	8703	11-057	29.0	29.0
TANGER OUTLETS	1508	11-555	2.00	2.00
TARGET AT WEDGEWOOD	1320	11-526	2.00	2.00

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TARTAN FIELDS 12-13	0002	11-187	2.25	2.25
TARTAN FIELDS 14-18	9931	11-145	1.50	1.50
TARTAN FIELDS 20 A	0515	11-351	2.25	2.25
TARTAN FIELDS 20 B	0609	11-359	4.00	4.00
TARTAN FIELDS 21	0516	11-348	1.75	1.75
TARTAN FIELDS 8-11	9932	11-146	2.00	2.00
TEETS	7402	11-014	35.0	15.0
THE PINES	1821	11-642	2.00	2.00
THOMAS	2004	11-687	3.00	3.00
TRAILS END	1319	11-523	1.50	1.50
TURKEY HILL #722	2106			2.00
TWIN ACRES	0403	11-026	1.50	1.00
U.S. RT 23/POWELL RETAIL CTR D	0031	11-166	1.00	1.00
VERIZON WIRELESS RETAIL	1706	11-605	2.50	2.50
VET CLINIC	1101	11-470	2.00	2.00
VILLAGE AT ALUM CREEK 3	9911	11-125	1.25	1.25
VILLAGE AT ALUM CREEK 4	9926	11-139	0.75	0.75
VILLAGE AT ALUM CREEK 5	0114	11-202	1.00	1.00
VILLAGE AT ALUM CREEK 6	0224	11-239	0.75	0.75
VILLAGE AT ALUM CREEK 7	0323	11-022	1.00	1.00
VILLAGE AT BALE KENYON	0520	11-383	1.75	1.75
VILLAGE AT NORTH FALLS	0409	11-323	0.75	0.75
VILLAGE AT OLENTANGY CROSSINGS	1419	11-529	2.00	2.00
VILLAGES OF OAK CREEK 10-A&B	9927	11-114	1.75	1.75
VILLAGES OF OAK CREEK 11	0139	11-249	1.00	1.00
VILLAGES OF OAK CREEK 12	0330	11-024	2.50	2.50
VILLAS AT LOCH LOMOND	1707	11-611	2.50	2.50
VILLAS AT OLD HARBOR EAST	2102			2.00
VILLAS AT OLD HARBOR WEST 1-3	2103			2.00
VILLAS AT TUSSIC	1414	11-552	2.00	2.00
VILLAS AT WALNUT GROVE	0628	11-411	3.00	3.00
VILLAS OF OLENTANGY LEWIS	1407	11-530	2.00	2.00
VINMAR FARMS 1	0411	11-039	0.50	0.50
VINMAR FARMS 2	0505	11-302	1.50	1.50
VINMAR FARMS 3-A&B	0623	11-391	2.00	2.00
VINMAR VILLAGE 1	1502	11-550	2.00	2.00
VINMAR VILLAGE 2	1616	11-598	2.00	2.00
VINMAR VILLAGE 4&5	1916	11-682	2.00	2.00
WALDENS REVISITED	1612	11-584	2.00	2.00
WALKER WOOD 10-1	9929	11-148	2.00	2.00
WALKER WOOD 10-2	0019	11-198	3.00	2.00
WALKER WOOD 11	9930	11-149	5.00	5.00
WALKER WOOD 12	0026	11-182	1.75	1.75
WALKER WOOD 13	0111	11-193	3.50	3.50
WALKER WOOD 14	0135	11-205	3.00	3.00
WALKER WOOD 2-1	9803	11-101	3.00	3.00

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WALKER WOOD 2-2	9922	11-123		3.75	3.75
WALKER WOOD 3-1	9802	11-100		3.50	3.50
WALKER WOOD 3-2	9916	11-128	18.75		18.75
WALKER WOOD 4	9923	11-136		1.25	1.50
WALKER WOOD 5	0134	11-206		1.75	1.75
WALKER WOOD 6	9903	11-107		1.00	1.25
WALKER WOOD 7-1	9924	11-116		2.00	2.00
WALKER WOOD 7-2	0018	11-176		2.50	2.50
WALKER WOOD 8	9928	11-156		2.00	2.00
WALKER WOOD 9	0025	11-175		3.50	3.50
WALNUT GROVE ESTATES 1	0418	11-310		1.25	1.25
WALNUT GROVE ESTATES 2	0726	11-406		2.50	2.50
WALNUT WOODS 1	0226	11-266		1.50	1.50
WALNUT WOODS 2	0332	11-040		3.50	3.50
WARREN FAMILY FUNERAL HOME	1901	11-666		3.00	3.00
WEDGEWOOD	1809	11-624		2.00	2.00
WEDGEWOOD 10	0122	11-210		1.25	1.25
WEDGEWOOD 11	0316	11-283		1.75	1.75
WEDGEWOOD OFFICE PARK	0715	11-401		2.00	2.00
WEDGEWOOD PARK	0205	11-242		1.00	1.00
WEDGEWOOD PARK 2-A&B	0419	11-314		1.50	1.50
WEDGEWOOD PARK 2C	0528	11-345		2.25	2.25
WEDGEWOOD PARK 2D	0531	11-326		2.00	2.00
WEDGEWOOD PARK NORTH	1710	11-608		2.00	2.00
WEDGEWOOD PLACE 1	1505	11-545		3.00	3.00
WEDGEWOOD PLACE 2	0227	11-269		1.25	1.25
WEDGEWOOD PROFESSIONAL	0625	11-372		2.00	2.00
WESTERVILLE N SELF STORAGE	1206	11-497		2.50	2.50
WESTERVILLE RESERVE 1&2	0006	11-155		2.50	2.50
WHISPER TRACE	0527	11-350		2.50	2.50
WHITETAIL MEADOWS SUB	0023	11-171		1.00	1.00
WILLOW BEND 1	0202	11-234		0.75	0.75
WILLOW BEND 2	0308	11-259		1.50	1.50
WILLOW BEND 3	0416	11-296		1.50	1.50
WILLOW SPRINGS NORTH 1	0530	11-347		1.50	1.50
WILLOW SPRINGS NORTH 2	0321	11-282		1.25	1.25
WILSHIRE 4	0016	11-177		1.25	1.25
WILSHIRE 7	0616	11-327		2.00	2.00
WILSHIRE ESTATES 3-1	0005	11-120		1.50	1.50
WILSHIRE ESTATES 3-2	0007	11-162		1.50	1.50
WILSHIRE ESTATES 5-1&2	0109	11-201		1.75	1.75
WILSHIRE ESTATES 6-A&B	0228	11-265		3.75	3.75
WILSON-ROSSO-LOWE	0318	11-288		4.75	5.75
WINDING CREEK ESTATES SEC 4	1715	11-589		6.75	6.75
WINDSONG	0509	11-321		1.25	1.25
WINGATE FARMS 1&2	1301	11-506		2.50	2.50

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WOODCREST CROSSING 2-7	2108				2.00
WOODLAND GLEN	0310	11-280		1.25	1.25
WOODLAND GLEN 2	0412	11-032		1.50	1.50
WOODLAND HALL 1	0209	11-231		9.50	9.50
WOODLAND HALL 2	0816	11-420		3.75	3.75
WOODS AT WEEPING ROCK	1504	11-559		2.50	2.50
WOODS AT WILDCAT RUN	0602	11-416		5.50	5.50
WOODS OF DORNOCH 2	0103	11-196		6.25	6.25
WOODS OF DORNOCH 3	0211	11-236		1.00	1.00
WOODS OF DORNOCH 4	0503	11-307		1.25	1.25
WOODS OF DORNOCH 5	1719	11-610		2.00	2.00
WOODS OF MEDALLION	1004	11-468		3.75	4.50
WOODS ON SELDOM SEEN 3-1	0108	11-211		1.25	1.25
WOODS ON SELDOM SEEN 3-2	0203	11-243		3.00	3.00
ZIMMERMAN	0317	11-287		3.00	3.00

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

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RESOLUTION NO. 22-495

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the county commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Regional Sewer District to expend county monies for the purchase of a new crane truck; and

WHEREAS, the truck is available for purchase through the State of Ohio's cooperative purchasing program (the "Program");

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of a new crane truck to be used by the Regional Sewer District.

Section 2. The Board hereby authorizes the purchase of a RAM 5500 crane truck, with necessary equipment, at a cost of \$163,460, from M Tech Company, and declares that the purchase of said vehicle shall be through the Program contract terms and conditions set forth in State of Ohio Index No. STS515, Contract #800888.

Section 3. The Board hereby authorizes the Regional Sewer District to initiate the necessary purchase order to M Tech Company, and hereby approves the purchase order from fund 66211900-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Sanitary Engineer and the County Auditor.

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

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RESOLUTION NO. 22-496

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH THE DEPARTMENT OF THE ARMY IN CONJUNCTION WITH THE BERLIN BUSINESS PARK FORCE MAIN PROJECT:

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

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WHEREAS, the Sanitary Engineer recommends approval of an easement in conjunction with the Berlin Business Park Force Main Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following Easement Agreement with the Department of the Army.

**DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
ALUM CREEK LAKE
DELAWARE, OHIO
TRACT NOS. 701, 709, 712, 714, 717,
719, 723, 727, 501, and 901**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to, **BOARD OF COMMISSIONERS OF DELAWARE COUNTY**, a company duly organized in the State of Ohio, with its principal office located at 91 North Sandusky Street, Delaware, Ohio 43015; hereinafter referred to as the grantee, an easement for the construction, operation, maintenance and removal of a 12-inch force main sewage utility line approximately to which the easement area shall be 12,830 linear feet in length and 10 feet in width, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as shown in yellow on Exhibit(s) A, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is granted for a term of Fifty (50) years, beginning May 17, 2022, and ending May 16, 2072.

2. CONSIDERATION

a. The grantee shall pay in advance to the United States the amount of Twenty Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875.00) in full for the term of which Three Thousand Eight Hundred Seventy-Five (\$3,875.00) shall be a cash payment to the order of "F.A.O., USAED, Huntington" and delivered to the Chief, Real Estate Division, U.S. Army Corps of Engineers, 502 8th Street, Huntington, West Virginia 25701. The remaining balance of Twenty-Five Thousand Dollars (\$25,000.00) shall be satisfied by in-kind consideration in the form of providing new seating for the Alum Creek Lake Auditorium at the Alum Creek Lake Project.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Delaware County Regional Sewer District, 50 Channing Street, Delaware, Ohio 43015; and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 502 Eighth Street, Huntington, West Virginia 25701-2070, or as may from time to time otherwise be directed by the parties. Notice shall be deemed

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to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Huntington District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed

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grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the rightof-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises,

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the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

23. EXECUTIVE ORDER 14026

(a) [Executive Order 14026](#). This contract is subject to [Executive Order 14026](#), the regulations issued by the Secretary of Labor in [29 CFR part 23](#) pursuant to the Executive Order, and the following provisions.

(b) *Minimum wages.* (1) Each worker (as defined in [29 CFR 23.20](#)) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under [Executive Order 14026](#).

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 30, 2022 and December 31, 2022, shall be \$15.00 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of [Executive Order 14026](#) results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of [Executive Order 14026](#) will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the [Executive Order 14026](#) minimum wage beginning on January 1, 2023. The Secretary of Labor will publish annual determinations in the **Federal Register** no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on <https://alpha.sam.gov/content/wage-determinations> (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by [29 CFR 23.230](#)), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker performing work on or in connection with a covered contract whose wages are calculated pursuant to a special certificate issued under [29 U.S.C. 214\(c\)](#), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the worker the greater commensurate wage.

(c) *Withholding.* The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by [Executive Order 14026](#).

(d) *Contract suspension/Contract termination/Contractor debarment.* In the event of a failure to pay any worker all or part of the wages due under [Executive Order 14026](#) or [29 CFR part 23](#), or a failure to comply with any other term or condition of [Executive Order 14026](#) or [29 CFR part 23](#), the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or

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arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in [29 CFR 23.520](#).

(e) *Workers who receive fringe benefits.* The contractor may not discharge any part of its minimum wage obligation under [Executive Order 14026](#) by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) *Relation to other laws.* Nothing herein shall relieve the contractor of any other obligation under Federal, state or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$15.00 (or the minimum wage as established each January thereafter) to any worker.

g) *Payroll records.*

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of [29 CFR part 23](#) and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) *Flow-down requirement.* The contractor (as defined in [29 CFR 23.20](#)) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. [Executive Order 14026](#) does not apply to subcontracts for the manufacturing or furnishing of materials, supplies, articles, or equipment, and this clause is not required to be inserted in such subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) *Certification of eligibility.*

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or [29 CFR 5.12\(a\)\(1\)](#).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

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- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(j) *Tipped employees.* In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, [29 U.S.C. 203\(t\)](#), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of [Executive Order 14026](#). In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under [Executive Order 14026](#). To utilize this proviso:

- (1) The employer must inform the tipped employee in advance of the use of the tip credit; *Start Printed Page 67235*
- (2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.
- (k) *Antiretaliation.* It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to [Executive Order 14026](#) or [29 CFR part 23](#), or has testified or is about to testify in any such proceeding.
- (l) *Disputes concerning labor standards.* Disputes related to the application of [Executive Order 14026](#) to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR part 23](#). Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) *Notice.* The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the DavisBacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

24. EXECUTIVE ORDER 13706

Any reference in this condition to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to this easement.

- (a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.
- (b) Paid Sick Leave.
- (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.
- (2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback

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on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) **Withholding.** The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) **Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) **Record keeping.** (1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

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(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination. (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(I) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this

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clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

25. SPECIAL CONDITIONS

- a) Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered. The proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed, or critical habitat designated that might be affected by the subject project.
- b) Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the DCRSD will submit written information concerning proposed modification(s) to the Alum Creek Lake Project office for review and evaluation, as soon as practicable.
- c) The Alum Creek Lake project office shall be notified 24 hours before any work is to begin.
- d) All work is to be completed in such a manner as to not impede the flow of traffic on Lackey Old State Road (County Rt. 10)
- e) In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activities authorized by the real estate instrument, the applicant and/or contractor must cease all work immediately and contact local, state and county law enforcement offices. Only contact law enforcement if human remains are discovered. Otherwise, contact the Alum Creek Project Manager.
- f) No area for which grading has been completed will be unseeded or un-mulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.
- g) Previously natural areas/minimally maintained shall be seeded with a pollinator mix designed for Ohio (ex. no-mow, low-mow, and Ohio pollinator mix).
- h) Erosion control devices shall be utilized to minimize impacts to the area.
- i) All utility line work shall be maintained within the existing utility corridor to limit disturbance of the natural areas as recommended in the 2011 Alum Creek Lake Project Master Plan update. Delaware County Regional Sewer District must coordinate with any other utilities in the right-of-way.
- j) Additional fill material shall not be placed within the flowage easement of Alum Creek Lake.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

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

14
RESOLUTION 22-497

IN THE MATTER OF APPROVING A CONSENT AGREEMENT WITH THE DEPARTMENT OF THE ARMY IN CONJUNCTION WITH THE BERLIN BUSINESS PARK FORCE MAIN PROJECT:

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

WHEREAS, it is necessary to construct the Berlin Business Park Force Main Project across a flowage easement granted to the United States of America; and

WHEREAS, the flowage easement grants the United States the right of prior approval for any structure to be located within the easement area; and

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WHEREAS, the Sanitary Engineer recommends approval of a consent agreement in conjunction with the flowage easement and Berlin Business Park Force Main Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following Consent Agreement with the Department of the Army.

CONSENT TO EASEMENT STRUCTURE

ALUM CREEK LAKE

DELAWARE COUNTY, OHIO

TRACT NO(S). 504E AND 507E

WHEREAS, the United States of America acquired a flowage easement from Eugene V. Boydston and Gladys B. Boydston by virtue of a deed recorded in Delaware County, Deed Book 307, Page 651, over Tract No. 504E, and from Walter J. Craig, et al. by virtue of a Declaration of Taking filed December 15, 1975, recorded in Delaware County, over Tract No. 507E; hereinafter referred to as the premises, which conveyed to the United States the perpetual easement and right to flood said premises; and

WHEREAS, said easement grants to the United States the right of prior approval for any structure to be located within the easement area, and said area is under the administrative control of the Huntington District, Corps of Engineers; and

WHEREAS, Board of Commissioners of Delaware County hereinafter referred to as the grantee, plans to construct, operate, and maintain, and replace a 12-inch main force sewer utility line, hereinafter referred to as said structure, on the premises at the point shown in yellow on the plat marked Exhibit A attached hereto and made a part hereof; and

WHEREAS, the grantee has assured the District Engineer that the portions of said structures that cannot be located outside the reservoir will not be damaged by temporary flooding; and

WHEREAS, the grantee has acquired or is in the process of acquiring from the respective landowner(s) the appropriate interests in land for the location, construction, operation, maintenance, and removal of said structures at the location shown in yellow on said plat marked Exhibit A attached hereto and made part hereof; and

WHEREAS, the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county, and municipality wherein the premises are located; and

WHEREAS, the United States has no objection to the placing of said structures on the premises subject to the conditions herein described:

NOW THEREFORE, THIS CONSENT WITNESSETH: The United States of America, acting by and through the designated representative of the District Engineer, U. S. Army Engineer District, Huntington, West Virginia, subject to the conditions stated below, hereby consents to the construction of said structure at the location shown on said Exhibit A situate in Delaware County, Ohio designated as Alum Creek Lake, Tract Nos. 504 E and 507E.

PROVIDED HOWEVER, that this consent is issued subject to the following conditions:

1. The contour of the land will not be changed except as a result of the authorized construction. All excess material shall be removed from the premises.
2. The area disturbed during construction will be reclaimed to the satisfaction of the District Engineer or his authorized representative.
3. No change in operational procedures for flood control will be made due to the construction or maintenance of said structure.
4. The grantee shall not construct or place any additional structure, improvement or advertising sign on the premises or allow or permit such construction or placement without prior written approval of the District Engineer.

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5. All activities conducted on the premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

6. The granting of this consent does not in any way subordinate the United States prior easement rights.

7. The United States shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of the grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall in no case be liable for any damage or injury to the structure herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage or injury.

9. It is understood that this Consent is effective only insofar as the property rights of the United States created by the flowage easement referenced herein are concerned. It does not relieve the grantee from the duty of obtaining the consent of the owner(s) of other interests in the premises; nor from obtaining any other permission required by Federal, state, or local laws, regulations, or ordinances, including, but not limited to, any Federal permits that may be required by Section 10 of the River and Harbors Act of 1899 or Section 404 of the Clean Water Act.

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

- Attended the TID meeting yesterday. The main topic of discussion was the Sawmill Parkway extension project. We also discussed an Orange Township project.
- Will be attending an OPWC in Licking County tomorrow.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Will be attending the Alum Creek Open House tomorrow evening.
- Will be attending a township meeting tonight.
- Stepped in for Commissioner Lewis at last night's Health District board meeting.

Commissioner Benton

- Attended the LAEPP meeting yesterday where the 2022 applications were considered for the program.
- The Land Bank will have a retreat tomorrow.
- Will be attending the Hickory Wood Park opening.
- Will be attending the new Kingston Hall Open House.
- DKMM will meet next Tuesday.
- The Commissioners will not have a meeting again until June 23, 2022.

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RESOLUTION NO. 22-498

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

It was moved by Mr. Merrell, seconded by Mr. Benton 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:

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2022**

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

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

RESOLUTION NO. 22-499

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners