

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2022**

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

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

**1**  
**RESOLUTION NO. 22-871**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 10, 2022:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 10, 2022; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**2**  
**PUBLIC COMMENT**  
 -None.

**3**  
**RESOLUTION NO. 22-872**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1012:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1012 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2201500) PNC	Supplies	10011303-5200	\$10,000.00
(P2201500) PNC	Services	10011303-5300	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2204593	DELAWARE COUNTY HISTORICAL SOCIETY	LEASE OFFICE SPACE - 5TH DISTRICT JUDGE	10011102 - 5335	\$5,200.00
R2204594	PROCORE TECHNOLOGIES INC	PROCORE CONSTRUCTION MANAGEMENT SOFTWARE RENEWAL	66211900 - 5320	\$28,732.00
R2204599	RUSH TRUCK CENTER INC	REPAIRS ON SEMI TRACTORS 956 AND 953	66211900 - 5428	\$20,000.00
R2204603	BOUND TREE MEDICAL LLC	AED'S & AED PADS	66211900 - 5260	\$5,527.86
R2204613	INTERACTION INSIGHT CORP	IIC-EVE MAINT GOLD 12 01 22-11 30 23	21711326 - 5320	\$14,196.00
R2204619	BENCHMARK WOODWORKS CO INC	RADIATOR COVERS - HISTORIC COURTHOUSE	42011438 - 5410	\$11,427.80

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

**4**  
**RESOLUTION NO. 22-873**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2023, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:**

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

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WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Delaware County, has submitted an application to the Delaware County Board of Commissioners (the "Board") for domestic violence funds for 2023, the application having been filed prior to the deadline of October 1, 2022; and

WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant's eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

Section 1. The Board hereby acknowledges receipt of an application for 2023 domestic violence funds from Turning Point shelter in Delaware, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2023 at \$32,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

**5**  
**RESOLUTION NO. 22-874**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Commissioners' Office is requesting that Barb Lewis, Jeff Benton, Gary Merrell, Tracie Davies, and Dawn Huston attend the 2022 CCAO Winter Conference in Columbus, Ohio at the cost of \$2,875.00 (fund number 10011101/10011102).

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

**6**  
**RESOLUTION NO. 22-875**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A LOCAL SPONSOR APPLICATION TO THE OHIO DEPARTMENT OF AGRICULTURE OFFICE OF FARMLAND PRESERVATION:**

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

WHEREAS, the Ohio Department of Agriculture Office of Farmland Preservation offers matching grants for the acquisition of farmland preservation easements through local sponsors; and

WHEREAS, the Delaware County Board of Commissioners, in cooperation with the Delaware Soil and Water Conservation District, wishes to submit an application for Delaware County to serve as a local sponsor for the program; and

WHEREAS, the Delaware County Board of Commissioners, as a matter of policy, plans to request approval of a modified scoring system that reflects the need for Delaware County to establish a proper balance between farmland preservation and the obligation to obtain future easements for the County's sanitary sewer system; and

WHEREAS, the Board hereby declares that Resolution No. 17-1131 (approving a memorandum of understanding between Delaware County, Ohio and the Ohio Department of Agriculture for The Local Agricultural Easement Purchase Program), shall remain in full force and effect;

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

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Ohio, hereby authorizes the County Administrator to complete a local sponsor application to the Ohio Department of Agriculture Office of Farmland Preservation and authorizes the President of the Board to sign and submit this application.

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

**7  
RESOLUTION NO. 22-876**

**IN THE MATTER OF AMENDING RESOLUTION NO. 19-687 TO ADD A VOTING REPRESENTATIVE TO THE DELAWARE COUNTY PRE-HOSPITAL CARE SYSTEM ADVISORY BOARD:**

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

WHEREAS, on July 18, 2019, the Delaware County Board of Commissioners adopted Resolution No. 19-687, establishing the Delaware County Pre-Hospital Care System Advisory Board; and

WHEREAS, pursuant to Resolution No. 19-687, the Delaware County Pre-Hospital Care System Advisory Board includes non-voting membership to representatives of fire departments within Delaware County that do not operate an emergency medical service organization but provide first response activities; and

WHEREAS, the Delaware County Pre-Hospital Care System Advisory Board unanimously requests that the Delaware County Board of Commissioners amend Resolution No. 19-687 to add a voting representative for fire departments within Delaware County that do not operate an emergency medical service organization but provide first response activities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby amends Resolution No. 19-687 by deleting the existing text in Section 2 thereof and replacing it with the following text:

Section 2. The Delaware County Pre-Hospital Care System Advisory Board shall consist of the following members: the Delaware County Administrator, or the Delaware County Administrator's designee; the Delaware County Director of Emergency Medical Services; the Concord Township Fire Chief; the City of Delaware Fire Chief; the Genoa Township Fire Chief; the Harlem Township Fire Chief; the Liberty Township Fire Chief; the Orange Township Fire Chief; the Delaware County Director of Emergency Communications; and one (1) representative from a fire department within Delaware County that does not operate an emergency medical service organization but provides first response activities, with the representative to be nominated by the Fire Chiefs' Association of Delaware County and confirmed by resolution of this Delaware County Board of Commissioners. The Delaware County Administrator, or the Delaware County Administrator's designee, shall serve as chairperson of the Delaware County Pre-Hospital Care System Advisory Board;

BE IT FURTHER RESOLVED that all other sections of Resolution No. 19-687 not amended herein shall remain in full force and effect.

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

**8  
RESOLUTION NO. 22-877**

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

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

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

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

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with the following Department Coordinator:

<b>Name on Card:</b>	Justin Lowery
Appointing Authority:	Board of Commissioner
Office/Department:	Emergency Medical Services Department
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	25
Department Coordinator:	Sarah Dinovo

Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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**9**

**RESOLUTION NO. 22-878**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR ECONOMIC DEVELOPMENT:**

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the “Board”) adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

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

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

<b>Appointing Authority:</b>	Board of Commissioners
<b>Office/Department:</b>	Economic Development
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000.00
Single transaction limit:	\$5,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card:	Monica Conners
Department Coordinator:	Sarah Dinovo

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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**10**

**RESOLUTION NO. 22-879**

**IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) established the Delaware County Board of Building Appeals (the “BBA”), pursuant to section 307.381 of the Ohio Revised Code; and

WHEREAS, pursuant to section 307.381 of the Revised Code and DC 501 of the Building Code of Delaware County (the “Building Code”), the Board of Commissioners is responsible for making appointments to the BBA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term of current board member Rajat Shah (BBA 2) will expire on December 31, 2022, and Mr. Shah has expressed interest in re-appointment; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of

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all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the BBA;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the BBA for the term specified herein:

Position	Appointee	Term Ends
BBA 2	Rajat Shah	December 31, 2027

Section 3. The appointment approved herein shall take effect on January 1, 2023

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

**11**

**RESOLUTION NO. 22- 880**

**IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Ed Reely (RZC-2) will expire on December 31, 2022; and

WHEREAS, Mr. Reely has expressed a desire to be re-appointed to the RZC-2 seat; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a member to the RZC;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the RZC and for the term specified herein:

Position	Appointee	Term Commences	Term Ends
RZC-2	Ed Reely	January 1, 2023	December 31, 2027

Section 3. The appointment approved in this Resolution shall take effect on January 1, 2023.

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

**12**

**RESOLUTION NO. 22-881**

**IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, AN AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF SUNBURY, OHIO, AND THE COUNTY OF DELAWARE, OHIO:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, and authorize the County Administrator to

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execute, the following Amended and Restated Intergovernmental Cooperation Agreement:

**AMENDED AND RESTATED**

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

This AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT (the “*Agreement*”), made and entered into as of October 13, 2022, by and between the CITY OF SUNBURY, OHIO, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*City*”), and the COUNTY OF DELAWARE, OHIO, a county and political subdivision of the State of Ohio, by and through its Board of County Commissioners (the “*County*”), under the circumstances summarized in the following recitals. The City and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.” This Agreement supersedes in its entirety the Intergovernmental Cooperation Agreement between the Parties dated June 25, 2021.

RECITALS:

WHEREAS, the County has approved the annexation of certain real property owned by the Ravines at Meadow Ridge, LLC, and Frank Biancone & Sandra Biancone from the Township of Berlin to the City, which real property is proposed for a development known as the Ravines at Meadow Ridge, consisting of multi-family residential housing and other commercial uses (which real property is referred to as the “*Development Site*” and is depicted on **EXHIBIT A** attached hereto and incorporated herein by reference); and

WHEREAS, ODOT is developing a new interchange, consisting of multiple phases, specifically Phases A through G (the “*Interchange*”) to be designed and constructed at the location identified in **EXHIBIT B** (which is attached hereto and incorporated herein by reference), which will facilitate traffic flow to and from the Development Site; and

WHEREAS, previous third-party developer commitments to provide professional design services for the initial phases of the Interchange have not materialized, jeopardizing the funding and construction timeline for the Interchange, and the County is willing to support facilitating the professional design services through an agreement with the Delaware County Transportation Improvement District; and

WHEREAS, other parcels of real property in the vicinity of the Interchange, both within the City’s corporation limits and in the unincorporated area, will also directly benefit from the Interchange and will require public improvements in order to proceed with development (which additional parcels are collectively referred to herein as the “*Potential Development Sites*” and are depicted on **EXHIBIT C** attached hereto and incorporated herein by reference); and

WHEREAS, on or about April 23, 2018, the Parties entered into a Limited Access Easement Agreement to facilitate the development of real property east of Interstate 71 and provide for tax increment financing in support of the Interchange and other public improvements and mutually desire to enter into this Agreement to include additional areas that will benefit from the Interchange and can contribute toward the costs thereof; and

WHEREAS, the Parties agree that the Interchange and related public improvements would facilitate the eventual development of the Potential Development Sites, resulting in the creation of new jobs and employment opportunities and improving the economic welfare of the people of the City and the County; and

WHEREAS, the Parties have determined to enter into this Agreement to facilitate the development of the Development Site and Potential Development Sites and provide a funding plan in support of the Interchange and other public improvements;

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

Section 1. Development Site. The Parties mutually acknowledge that the County has approved the petition for the Development Site to annex to the City and that the City has accepted annexation of the Development Site, and, in order to facilitate the development of the Development Site and provide funding for the Interchange, the Parties hereby acknowledge and agree as follows:

(a) Tax Increment Financing. The County has enacted legislation (Resolution No. 21-584) to create a tax increment financing area that includes the Development Site and shall commit one hundred percent (100%) of the service payments in lieu of taxes that it receives from the creation thereof to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that the County determines, in its sole discretion, are necessary to connect the Interchange to the existing roadway network in and around the Development Site. The Parties acknowledge and agree that the County may use service payments in lieu of taxes the County receives from the Development Site to reimburse the County for the costs of right-of-way acquisition from the developer of the Development Site in an amount equal to \$1,100,000, provided the reimbursement payments shall be made from not greater than fifty percent (50%) of the total amount of the service payments deposited in the TIF fund until full reimbursement is paid. The Parties agree Phase A of the Interchange improvements set forth on Exhibit “B” shall be the first phase of the Interchange constructed with TIF funding from the Development Site.



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(b) Development Approvals. The City shall ensure that simultaneously with issuance of the initial building permit for the Ravines at Meadow Ridge the right-of-way to facilitate construction of the Interchange and related public improvements as set forth on **EXHIBIT D** shall be conveyed from the developer to the City

Section 2. County's Agreements. In consideration for and subject to the City's agreements in Section 3, the County agrees as follows:

(a) Interchange Design. The County agrees to facilitate the professional design services for Phase A of the Interchange through the contribution of up to \$3,000,000 via an agreement with the Delaware County Transportation Improvement District and to work cooperatively with ODOT to maintain the project timeline for the Interchange. The County has entered into an agreement with the Delaware County Transportation Improvement District for the design of Phase A of the Interchange, with substantial completion of the design reasonably expected to occur within twelve (12) months after ODOT has completed the environmental assessment for the Interchange.

(b) Tax Increment Financing. The County agrees that if it enacts legislation on or before January 1, 2028 to create a tax increment financing area which includes those portions of the Potential Development Sites in the unincorporated area it shall commit one hundred percent (100%) of the service payments in lieu of taxes that it receives from the creation of that County tax increment financing area to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that the County determines, in its sole discretion, are necessary to connect the Interchange to the existing roadway network in and around the Development Site and the Potential Development Sites.

Section 3. City's Agreements. In consideration for and subject to the County's and the agreement in Sections 2, the City agrees as follows:

(a) Tax Increment Financing. The City agrees that if it enacts legislation on or before January 1, 2028 to create a tax increment financing area which includes those portions of the Potential Development Sites within the City's corporation limits it shall commit not less than fifty percent (50%) of the service payments in lieu of taxes that it receives from the creation of that City tax increment financing area to pay the costs, or debt service due on debt issued to pay the costs, of the Interchange or any other public infrastructure improvements that the City determines, in its sole discretion, are necessary to connect the Interchange to the existing roadway network in and around the Development Site and the Potential Development Sites including but not limited to the extension of Four Winds Drive. Any service payments in lieu of taxes the City receives that is not committed pursuant to the previous sentence may be used for other roadway and public utility public improvements the City determines, in its sole discretion, will benefit the Potential Development Sites.

(b) Community Reinvestment Area. The City agrees that it will not approve or grant any tax exemptions pursuant to Ohio Revised Code Sections 3735.61 *et seq.* on real property included within the Potential Development Sites prior to January 1, 2028, unless first notifying the County in writing and obtaining the County's written consent to the exemption(s).

Section 4. Miscellaneous.

(a) Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto.

(f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(g) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured

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or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(h) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(i) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the County other than in his or her official capacity, and neither the members of the legislative bodies of the City or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the County contained in this Agreement.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(k) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(l) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City or the County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(m) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- |      |                |   |
|------|----------------|---|
| (i)  | the City at:   | City of Sunbury, Ohio<br>9 East Granville Street<br>Sunbury, Ohio 43074<br>Attention: Mayor                     |
| (ii) | the County at: | County of Delaware, Ohio<br>91 North Sandusky Street<br>Delaware, Ohio 43015<br>Attention: County Administrator |

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other



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provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

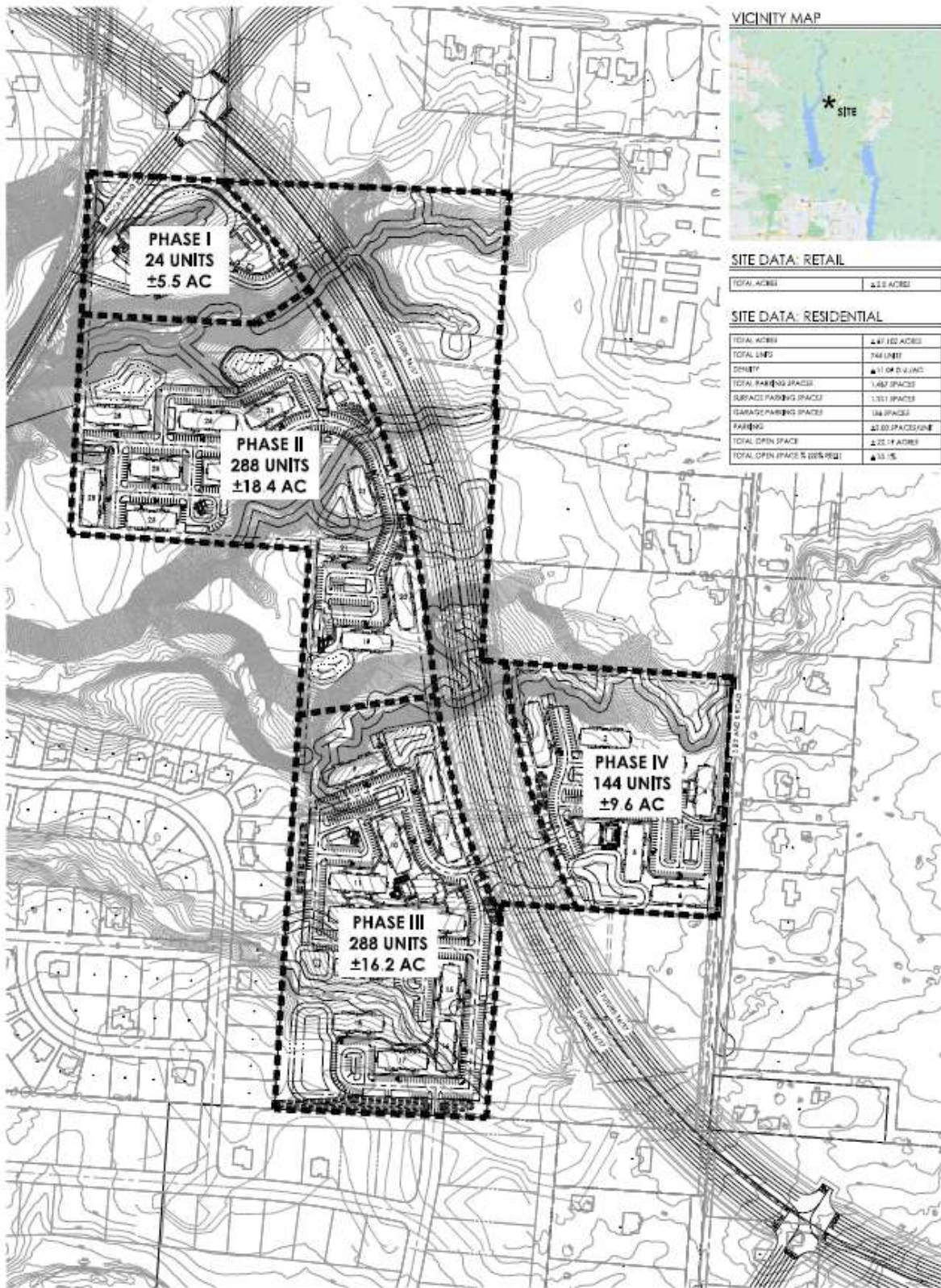
(q) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(r) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**EXHIBIT A**

**DEPICTION OF DEVELOPMENT SITE**

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PHASING PLAN

EXHIBIT A

**RAVINES AT MEADOW RIDGE**

PREPARED FOR METRO DEVELOPMENT  
 DATE: 8/28/22

**Faris Planning & Design**  
 LAND PLANNING + ARCHITECTURE AND ENGINEERING  
 2818 Conover  
 21518 ROUTE 7  
 www.farisplanninganddesign.com

**EXHIBIT B**

DEPICTION OF PROPOSED INTERCHANGE



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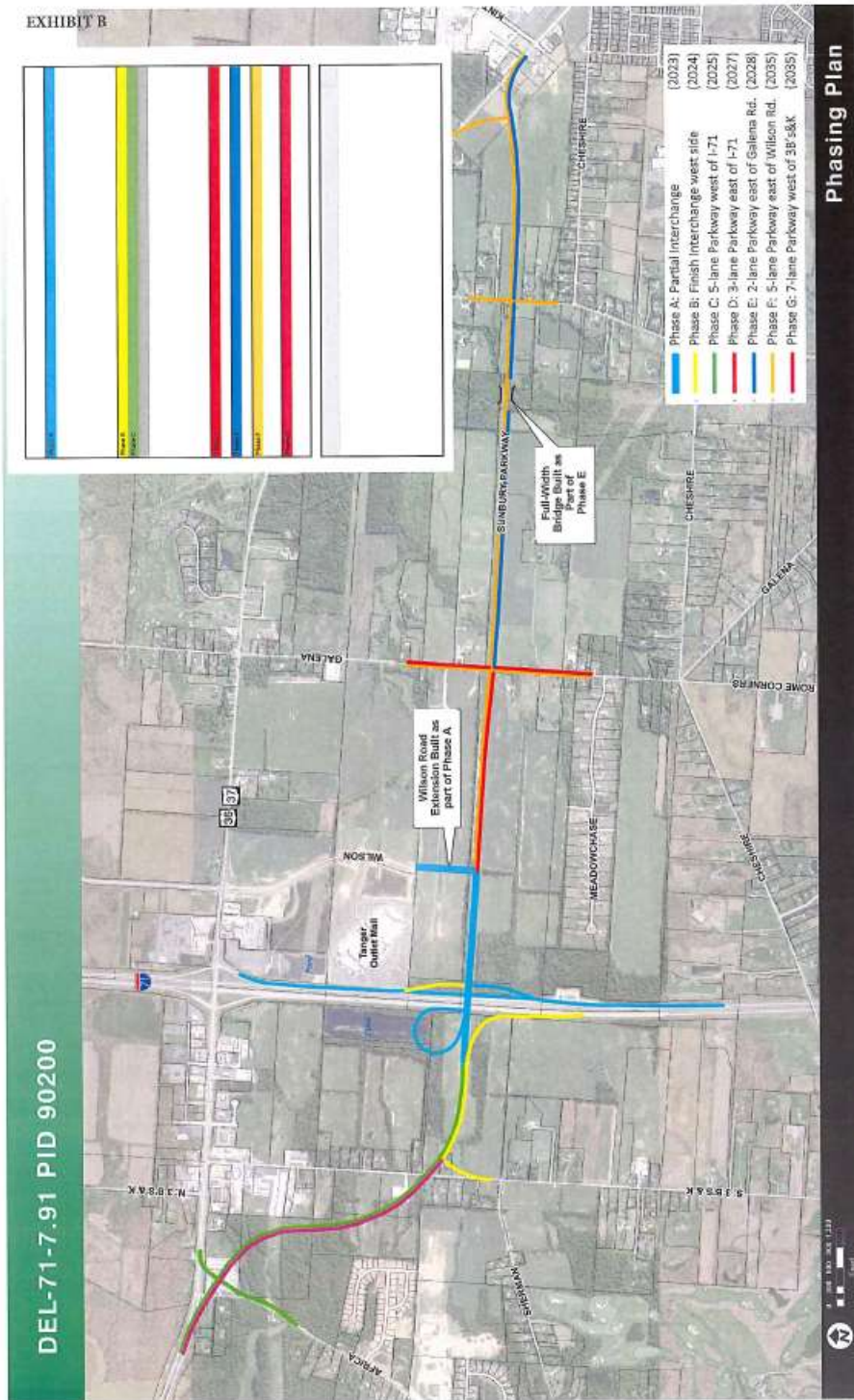


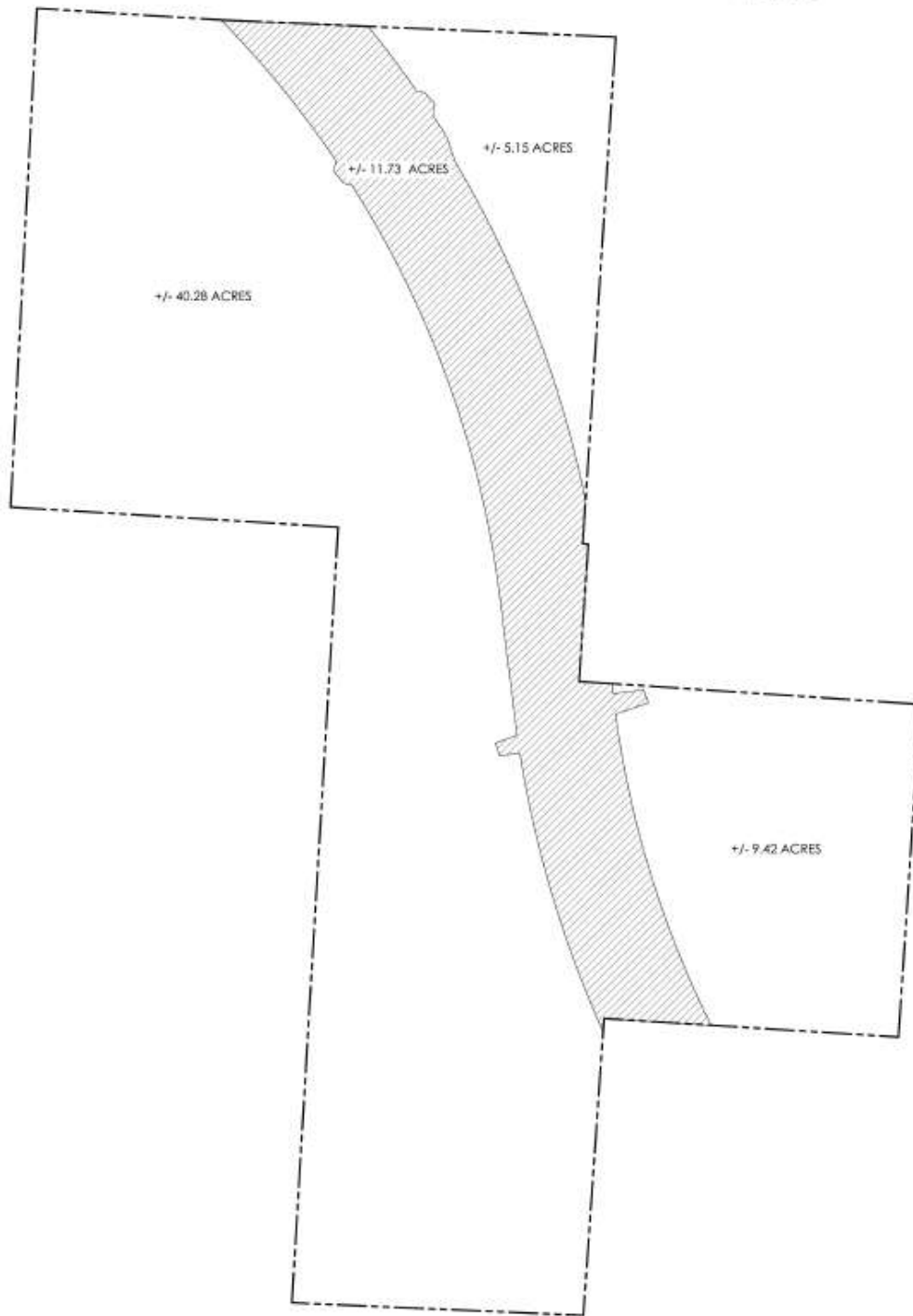
EXHIBIT C

DEPICTION OF POTENTIAL DEVELOPMENT SITES



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EXHIBIT D



SITE DATA

TOTAL SITE ACRES	+/- 61.16 ACRES
36/37 R.O.W. ACRES	+/- 11.73 ACRES
TOTAL ACRES (W/O 36/37 R.O.W.)	+/- 49.43 ACRES

LEGEND

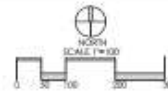
36/37 R.O.W. DEDICATION	
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36/37 R.O.W. EXHIBIT

RAVINES AT MEADOW RIDGE

PREPARED FOR METRO DEVELOPMENT

DATE: 8/10/22



Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE  
 380 N. 5th Street Suite 401 Columbus, OH 43215  
 614.464.7444 www.farisplanninganddesign.com

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

**13**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
 -No reports.

Dawn Huston, Deputy Administrator  
 -No reports.

**14**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton  
 -Attended Megan O'Callighan's welcome reception as City of Dublin's newest administrator.



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- Attended the BIA reception last night.
- The investment committee meeting will take place this afternoon.
- Back the Blue event at Liberty Park will be this Saturday at 10:30 AM

Commissioner Merrell

- The Back the Blue event is a great way to show your support for Law Enforcement.
- Congrats to Ferzan Ahmed for his appointment to Powell’s City Council.

Commissioner Lewis

- Attorney General Dave Yost will be speaking at the Back the Blue event.
- The Saturday, the Village of Galena will hold their Fall Festival.

**15**

**RESOLUTION NO. 22-882**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING; FOR SECURITY ARRANGEMENTS AND EMERGENCY PROTOCOLS:**

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official; for collective bargaining; for security arrangements and emergency protocols.

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

**RESOLUTION NO. 22-883**

**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            Mr. Benton            Aye            Mrs. Lewis            Aye

There being no further business, the meeting adjourned.

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

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

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners