

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 3, 2022

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

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

9:45 A.M. Public Hearing On Improvements To Berlin Station Road (County Road 89) And A Northerly Extension Of Piatt Road To Be Known As Roloson-Piatt Road

1
 RESOLUTION NO. 22-828

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 29, 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 September 29, 2022; and

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

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

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

2
 PUBLIC COMMENT
 -None.

Commissioner Lewis asked County Administrator Davies to introduce the new Economic Development Director.

3
 RESOLUTION NO. 22-829

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0930:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0930 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2201011 (VAR DAYCARE)	Job and Family Program	22511607-5348	\$25,000.00
PR Number	Vendor Name	Line Description	Account Amount
R2204465	POWER SOLUTIONS	ATS SERVICE WORK	66211900 - \$5,462.00
	GROUP LTD	AT ACWRF	5328
R2204500	CITY OF DELAWARE	BYXBE CAMPUS	42011440 - \$25,000.00
		INSPECTION FEES	5410

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

4
 RESOLUTION NO. 22-830

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY DECEMBER 8, 2022:

It was moved by Mr. Benton, seconded by Mr. Merrell to cancel the Delaware County Commissioners' session scheduled for Thursday December 8, 2022.

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

5
 RESOLUTION NO. 22-831

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IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF AUGUST 2022:

It was moved by Mr. Benton, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of August 2022.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

**6
RESOLUTION NO. 22-832**

IN THE MATTER OF PROCLAIMING OCTOBER 2022 AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH:

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

WHEREAS, October 2022 marks the 77th anniversary of National Disability Employment Awareness Month; AND

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America’s workers with disabilities; AND

WHEREAS, the history of National Disability Employment Awareness Month traces back to 1945 when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week"; AND

WHEREAS, in 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities; AND

WHEREAS, in 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; AND

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; AND

WHEREAS, over 100 workplaces in Delaware County employ people with disabilities; AND

WHEREAS, activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Delaware County’s commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities; AND

THEREFORE, BE IT RESOLVED that the Delaware County Commissioners recognize and commemorate the 77th anniversary of National Disability Employment Awareness Month; AND

BE IT FURTHER RESOLVED that the Delaware County Commissioners designate the month of October 2022 as Disability Employment Awareness Month in Delaware County.

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

**7
RESOLUTION NO. 22-833**

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE SURETIES FOR EVANS FARM SECTION 2, PHASE A, PART 1 AND BERLIN MANOR SECTION 1:

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

Evans Farm Section 2, Phase A, Part 1:

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Evans Farms Section 2, Phase A, Part 1 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.29 mile to Township Road Number 99, Piatt Road
- An addition of 0.20 mile to Township Road Number 1823, Hickory Drive
- An addition of 0.09 mile to Township Road Number 1829, Mulberry Lane; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the

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Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1823, Hickory Drive, at its intersection with Township Road 1820, Linden Street
- On Township Road Number 1829, Mulberry Lane, at its intersection with Township Road 1823, Hickory Drive; and

WHEREAS, the Engineer requests approval to return the surety being held as maintenance surety to John Eramo & Sons, Inc.;

Berlin Manor Section 1:

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Berlin Manor Section 1, (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.21 mile to Township Road Number 1827, Berlin Manor Drive
- An addition of 0.19 mile to Township Road Number 1828, Voss Drive
- An addition of 0.36 mile to Township Road Number 1765, Russel Wood Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1827, Berlin Manor Drive at its intersection with County Road 72, Cheshire Road
- On Township Road 1828, Voss Drive at its intersection with Township Road 1827, Berlin Manor Drive
- On Township Road 1828, Voss Drive at its intersection with Township Road 1765, Russell Woods Drive; and

WHEREAS, the Engineer requests approval to return the surety being held as maintenance surety to the owners, Berlin Manor One, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits and stop conditions, and releases sureties in accordance with the Engineer’s recommendations stated herein.

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

**8
RESOLUTION NO. 22-834**

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT2022-0155	AEP OHIO	PERRY ROAD	ELECTRIC
UT2022-0156	TEAM FISHEL	OWENFIELD DR	FIBER-OPTIC CABLE
UT2022-0157	SUBURBAN NATUREL GAS	OLD 3C	GAS
UT2022-0158	FRONTIER COMMUNICATIONS	WARRENSBURG RD #1	FIBER-OPTIC CABLE
UT2022-0159	FRONTIER COMMUNICATIONS	WARRENSBURG RD #2	FIBER-OPTIC CABLE

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UT2022-160	FRONTIER COMMUNICATIONS	KLONDIKE RD	FIBER-OPTIC CABLE
UT2022-161	FRONTIER COMMUNICATIONS	257	FIBER-OPTIC CABLE
UT2022-1062	SPECTRUM	BERRYWOOD DRIVE	CABLE
UT2022-1063	SPECTRUM	SAWMILL PARKWAY	CABLE

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

9

RESOLUTION NO. 22-835

IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITIONS AND THE DITCH MAINTENANCE ASSESSMENTS FOR RABBIT RUN SUBDIVISION AND THE GROVE SUBDIVISION:

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

Rabbit Run Subdivision:

WHEREAS, on July 28, 2022, a Ditch Maintenance Petition for Rabbit Run Subdivision and (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Rabbit Run Subdivision, 16.635 acres in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$101,025.18 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 12 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$8,418.77 per lot. An annual maintenance fee equal to 2% of this basis (\$168.38) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,020.56 has been paid to Delaware County, receipt of which is hereby acknowledged.

The Grove Subdivision:

WHEREAS, on September 1, 2022, a Ditch Maintenance Petition for The Grove Subdivision and (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within The Gove Subdivision, 19.85 acres in Genoa Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$32,038.02 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 30 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,067.93 per lot. An annual maintenance fee equal to 2% of this basis (\$21.36) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$640.80 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

10

RESOLUTION NO. 22-836

IN THE MATTER OF APPROVING THE DEVELOPMENT AGREEMENT FOR THE RAVINES AT MEADOW RIDGE DEVELOPMENT BETWEEN AFRICA ROAD AND 3 B'S & K ROAD:

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

DEVELOPMENT AGREEMENT
RAVINES AT MEADOW RIDGE

THIS AGREEMENT ("Agreement") is between The Ravines at Meadow Ridge, LLC (the "Developer"), an Ohio limited liability company, with an office located at 470 Olde Worthington Road, Westerville, Ohio 43082, and the Delaware County Board of Commissioners (the "County"), with an office located at 91 North Sandusky Street, Delaware, Ohio 43015.

RECITALS

A. Developer is presently engaged in the improvement of certain real property in the City of Sunbury, Ohio, located within Delaware County as generally depicted in Exhibit A attached hereto and, by this reference, incorporated herein (the "Project Area").

B. Developer proposes to develop within the Project Area a multi-family residential development to be known as The Ravines at Meadow Ridge (the "Project"). The Project is planned for build out in various phases, as depicted on Exhibit A. In the future, the Project will be intersected by a new public roadway commencing east of 3 B's & K Road, traversing the Project Area, and terminating at or near the current intersection of Africa Road and US 36/SR 37 (this new road is referred to herein as "Sunbury Parkway").

C. The Developer provided a traffic impact study for the Project (the "TIS") for review by the Delaware County Engineer. The TIS recommended and required certain public road improvements to Africa Road (the "Africa Road Traffic Improvements"), that will benefit, and mitigate the traffic impacts of, the Project.

D. The County, by its Resolution No. 21-584, adopted on June 28, 2021 (the "TIF Resolution"), has declared that seventy-five (75%) percent of the increase in assessed value of certain of the real property in the Project Area subsequent to the effective date of the TIF Resolution is a public purpose and shall be exempt from taxation for a period of twenty (20) years after commencement of the exemption, all in accordance with the requirements of Ohio Revised Code Sections 5709.77 to 5709.80 (the "TIF Exemption").

WHEREFORE, the parties, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree to the preceding recitals, which are fully incorporated herein, and the following terms and conditions:

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1. Scope of Agreement.

The scope of this Agreement is limited solely to the Africa Road Traffic Improvements, Sunbury Parkway, and the other matters expressed herein. This Agreement is not intended to govern the Project's internal street, stormwater management and water supply infrastructure improvements that are ordinarily and customarily governed by an Owner's Project Agreement ("Owner's Agreement") pursuant to the Delaware County Engineer's Design, Construction and Surveying Standards ("DCE Standards"), or sanitary sewer improvements customarily governed by a Subdivider's Agreement ("Subdivider's Agreement") pursuant to Delaware County Regional Sewer District Rules and Regulations ("DCRSD Regulations"). Any sanitary sewer improvements for the Development shall be subject to a Subdivider's Agreement by and between the County and the Developer, in the standard form prescribed by the Sanitary Engineer. Any portion of the sanitary sewer improvements that constitute public improvements will be dedicated to and accepted by the County in accordance with the Subdivider's Agreement, whereupon the County will agree to accept the maintenance responsibility for any improvements so dedicated and accepted. The Developer shall provide, at its sole expense, any permanent and temporary easements in mutually acceptable locations as are necessary for the Project's street, stormwater management and water supply infrastructure improvements pursuant to the terms of the Owner's Agreement or Subdivider's Agreement.

2. Dedication of Right-of-Way

The Developer shall dedicate for public highway use, through instrument(s) of dedication or conveyance acceptable to the Delaware County Engineer, additional right-of-way for Africa Road and 3 B's & K Road and the right-of-way necessary for Sunbury Parkway, all as set forth and generally depicted in Exhibit B attached hereto and, by this reference, incorporated herein. The Developer shall dedicate the right-of-way for the agreed-upon compensation of One Million One Hundred Thousand Dollars (\$1,100,000), payable no later than fifteen (15) days after the Developer records the instrument(s) of dedication or conveyance. The Developer and the County mutually acknowledge and agree that Exhibit B is not a boundary survey and only depicts the general size and location of the areas to be dedicated or conveyed and that the County may require minor alterations to be incorporated in the final instrument(s) of dedication or conveyance, including an increase or decrease of up to fifteen percent (15%) of the acreage to be dedicated, and the addition of temporary easements and work areas, drainage easements and other alterations that are reasonably necessary to complete and maintain the planned improvements to Africa Road, US 36/SR 37 and the construction of Sunbury Parkway without any further acquisitions of right of way from the real property encompassing the Project; provided, however, that any alterations shall not materially impact the Project as depicted in Exhibit A. Dedication of right-of-way for county roads or township roads shall be to the County, and dedication of right-of-way for highways, roads, or streets within the corporate boundaries of the City of Sunbury shall be dedicated to the City of Sunbury, as the County's contribution toward the improvement of such highways, roads, or streets within the City of Sunbury. All right-of-way to be dedicated in accordance with this Agreement shall be dedicated within the plat(s) for the Project, or by separate instrument(s) of dedication or conveyance to be recorded prior to the plat(s) for the Project and referenced therein.

3. Construction of the Africa Road Traffic Improvements.

The Developer shall construct, install or otherwise make the Africa Road Traffic Improvements and dedicate the same for public use prior to occupancy of any building located within the limits of the Project. Notwithstanding any statement in the TIS, the Developer shall not be required to make traffic improvements to 3 B's & K Road in order for the Project to access 3 B's & K Road. The County agrees to support access onto Sunbury Parkway as approved by the City of Sunbury.

The Developer shall indemnify and hold harmless Delaware County and its officials, employees and agents from all claims, suits, actions, costs, or other liabilities which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of the Developer, or any of its officials, employees, agents, contractors or subcontractors (the "Indemnitors"), or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of the Indemnitors in the construction of the Africa Road Traffic Improvements pursuant to this Agreement.

4. Tax Increment Financing.

The Developer acknowledges and agrees that it, or its successors in interest, is obligated to pay service payments in lieu of taxation in accordance with the TIF Resolution. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the County shall file or cause to be filed a completed application for an exemption from real property taxation (DTE Form 24 or its successor form) with the Delaware County Auditor (the "County Auditor") for each parcel exempt pursuant to the TIF Resolution. The County and the Developer agree to cooperate with each other for this purpose, including the execution of a DTE Form 24P and/or imposing a requirement on future transferees of the real property comprising the Project Area to similarly cooperate, and to cooperate with the County Auditor, the Ohio Department of Taxation, and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement.

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The County agrees that so long as the TIF Exemption is in effect, any exemptions from real property taxation for the real property comprising the Project Area pursuant to Ohio Revised Code Section 5709.63 et. seq., Ohio Revised Code Section 3735.65 et. seq., or any other tax exemption or tax abatement program shall be subordinated to the exemption authorized by the TIF Resolution.

The Developer agrees that, so long as the TIF Exemption is in effect, it shall not permit, by way of deed restriction or other instrument as may be reasonably approved by the County, the conversion of any portion of the Project to owner-occupied residential housing.

The County shall apply and use the service payments in lieu of taxation paid pursuant to the TIF Resolution as follows: (1) until such time as the County is reimbursed for the costs of acquiring right-of-way in accordance with Section 2 of this Agreement, fifty percent (50%) of the balance in the TIF fund shall be retained by the County to reimburse the fund or funds from which such payment was made, and fifty percent (50%) of the balance in the TIF fund shall be applied to any costs for the public infrastructure improvements set forth in the TIF Resolution; and (2) after the County is fully reimbursed for the costs of acquiring right-of-way in accordance with Section 2 of this Agreement, one hundred percent (100%) of the balance in the TIF fund shall be applied to any costs for the public infrastructure improvements set forth in the TIF Resolution.

5. Breach. The Developer and the County agree that any material violations of or noncompliance with any of the terms and conditions of this Agreement shall constitute a breach of contract, and, subject to the notification and cure provisions outlined below, the Developer and the County shall have the right to seek any and all remedies available at law or equity.

6. Notice and Opportunity to Cure. Prior to either party seeking a remedy in connection with an alleged breach of this Agreement, the non-breaching party shall provide a written notice to the breaching party, which written notice shall contain information about the alleged material violations of or noncompliance with any material term(s) and condition(s) of this Agreement. The breaching party shall have not more than thirty (30) days after receiving the written notice to cure the alleged breach. If the breach is not cured within that time period, the non-breaching party may seek any and all remedies available at law or equity. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be reasonably cured within said 30-day period, then the breaching party shall have some additional period in which to cure as is reasonable under the circumstances, so long as the cure is commenced within said 30-day period, is diligently prosecuted to completion thereafter, and such additional time period is not adverse to the general health, safety and welfare of the County. Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when (i) the non-breaching party reasonably believes that it will be materially harmed if a thirty (30) day notice period is observed, (ii) the County's Building Official issues a stop work order for local, county or state code violations related to construction defects, or (iii) the Delaware County Engineer issues a stop work order for local, county or state construction code violations.

7. Plan Review and Inspection Costs. The Developer shall pay for all necessary inspection fees for the Africa Road Traffic Improvements in accordance with the DCE Standards.

8. Other Infrastructure Obligations. Developer or its assignees agree(s) to obtain approvals for all other required public and private infrastructure within the Project Area and to enter into necessary agreements for the faithful completion of infrastructure required by applicable DCE Standards and DCRSD Regulations. Failure to obtain any other required approvals shall not be considered a material breach of this Agreement but shall be subject to the notice and cure provisions hereof.

9. Representations. The Developer represents and warrants that to the best of Developer's knowledge and information, the execution and delivery by the Developer of this Agreement and the compliance by the Developer with all of the provisions herein (i) are within the authority and powers of the Developer; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its articles of organization or operating agreement, or other instrument to which the Developer is a party or by which it may be bound, or, to the Developer's knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over the Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of the Developer.

Should the Developer be unable to carry out the terms and conditions of this Agreement, the Developer's heirs, successors and/or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this Agreement.

The County hereby represents and warrants that (i) execution of this Agreement has been approved and authorized by County Resolution No. 22-836, passed on October 3, 2022; and (ii) the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder.

10. Waiver. In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either the Developer or the County and the breach shall have been waived thereafter in writing by the Developer or the County, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach thereunder.

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12. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, and to the extent that the bargained for terms and conditions, as benefits and burdens of the parties are not materially changed, hindered or not met, in which case this Agreement would be renegotiated to effectuate those benefits and burdens then:

(a) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

13. Assignment. Except as otherwise provided in this Section, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld. Notwithstanding any provisions to the contrary in this Section, the developer may assign its interest in this Agreement to an entity controlled by or under common control with the Developer without the prior written consent of the County, conditioned upon an assignment including the assignment of both the rights and obligations of the Developer hereunder, and a copy of such assignment being timely provided to the County. All representations and warranties of the Developer and the County herein shall survive the execution and delivery of this Agreement.

14. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the County, its agents and employees, and the Developer, its employees, contractors, subcontractors 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.

15. 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 in this Agreement.

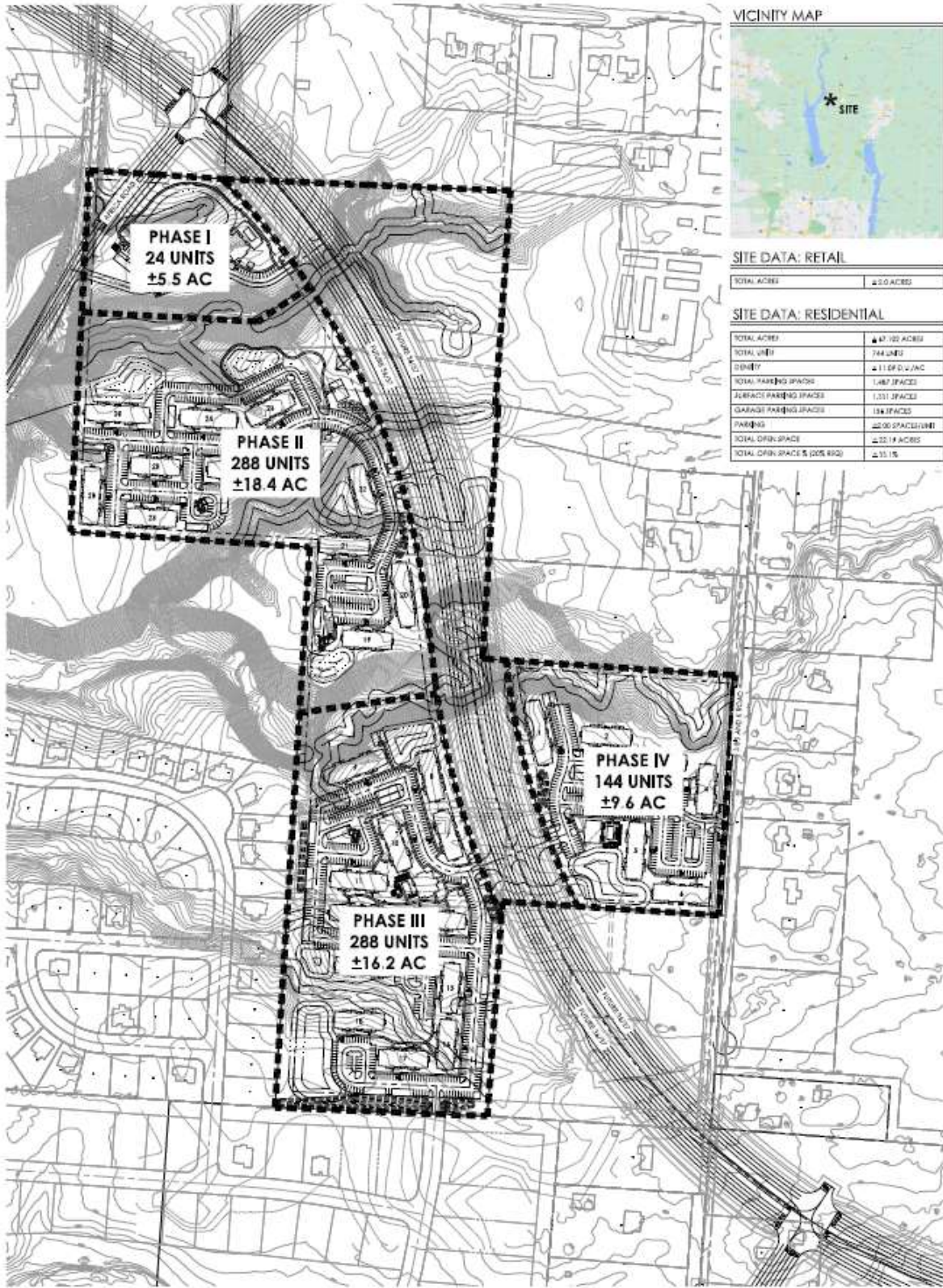
16. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be acceptable.

17. Entire Agreement. This Agreement is the entire agreement between the parties with regard to the subject matters set forth herein.

18. Force Majeure. The Parties acknowledge and agree that the timing of this Agreement may coincide with events of force majeure, including but not limited to acts of God or government. In the event that such conditions occur or continue for such time that Developer's ability to perform any commitments as set forth herein become impossible or impracticable, County agrees to negotiate in good faith to revise or amend the terms of this Agreement so as to allow the Developer and Project to move forward and in a manner that provides reasonable security to the County that Developer will substantially comply with the terms hereof. County and Developer agree to negotiate and/or work in good faith through any administrative or other non-essential delay in plan approvals or other permits which may be delayed due to such events beyond the control of the Parties.

IN WITNESS WHEREOF, the County and Developer, each by a duly authorized representative, have caused this Agreement to be executed on this 3rd day of October, 2022.

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PHASING PLAN

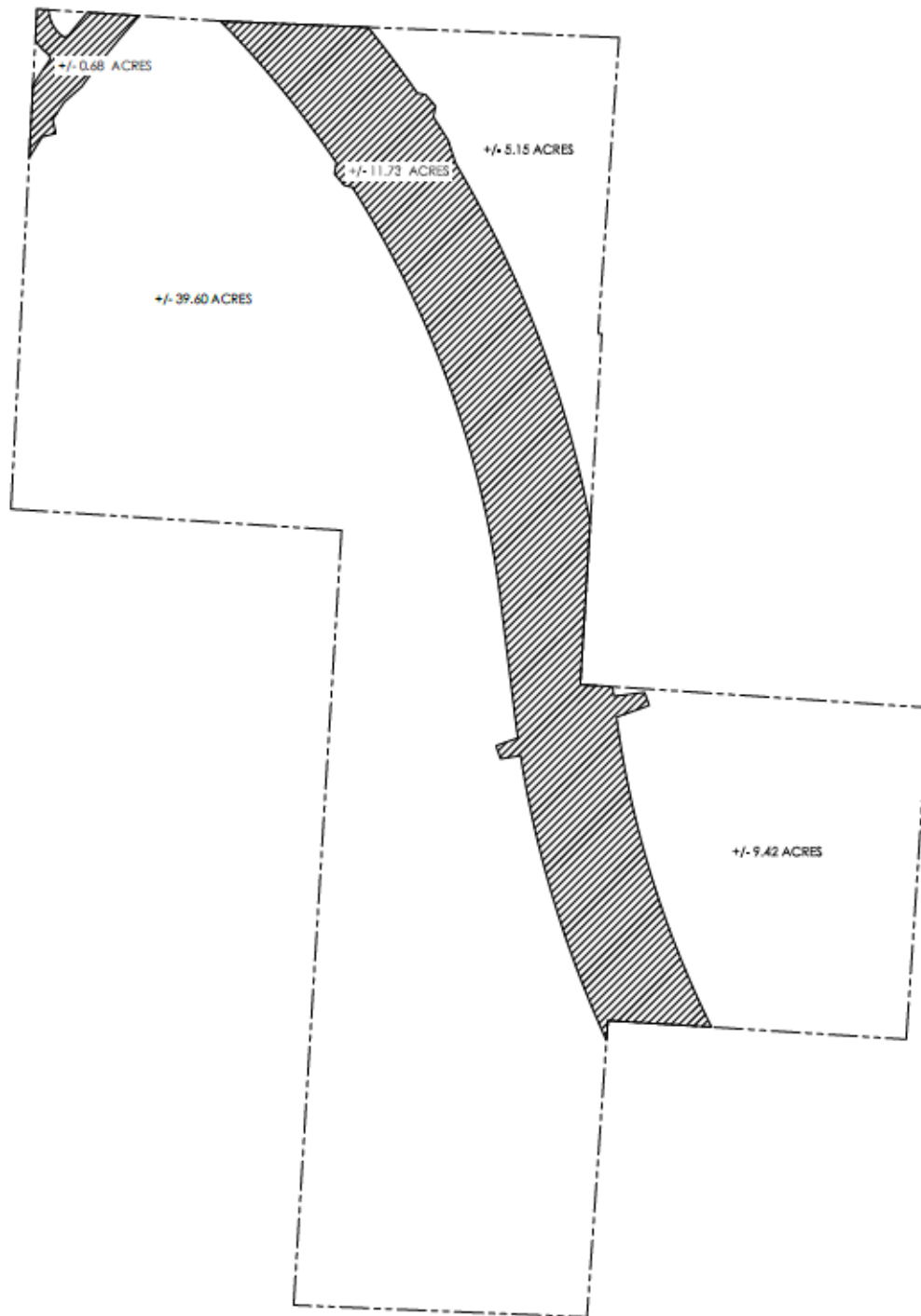
EXHIBIT A

RAVINES AT MEADOW RIDGE
 PREPARED FOR METRO DEVELOPMENT
 DATE: 6/26/22

Faris Planning & Design

LAND PLANNING & DESIGN
 4815 GARDNER
 SUITE 100
 WILMINGTON, DE 19804
 TEL: 302.409.1111
 WWW.FARISPLANNING.COM

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SITE DATA	
TOTAL +/- ACRES	+/- 66.61 ACRES
36/37 R.O.W. ACRES	+/- 11.73 ACRES
AFRICA ROAD R.O.W. ACRES	+/- 0.68 ACRES
TOTAL ACRES (W/O 36/37 & AFRICA R.O.W.)	+/- 54.20 ACRES

LEGEND	
36/37 & AFRICA R.O.W. INDICATION	

36/37 R.O.W. EXHIBIT

EXHIBIT B

RAVINES AT MEADOW RIDGE
 PREPARED FOR METRO DEVELOPMENT
 DATE: 7/20/22

LAND PLANNING: 301 N. BR. 2040E, SUITE 101, COLUMBUS, OH 43211, P: 614.887.4144, WWW.FARISPLANNING.COM
 LANDSCAPE ARCHITECTURE: 301 N. BR. 2040E, SUITE 101, COLUMBUS, OH 43211, WWW.FARISPLANNING.COM

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

-DCFA will meet this Wednesday evening.

-Thursday there will be a meeting for the Berlin Business Park utilities and roadway matters.

Dawn Huston, Deputy Administrator

-The Transit Authority has hired Andrew Bolnick as their new director.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Will be attending a CORSA retreat at the end of the week.

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- Will be attending the Hayes dinner tomorrow night.
- The 9-1-1 board will meet on Tuesday.
- Attended the Jennings Sports Park groundbreaking on Friday.

Commissioner Benton
-No reports.

Commissioner Lewis
-Attended the groundbreaking at the Olentangy Environmental Control Center last week for their upgrade project.
-Tomorrow will be Rutherford B. Hayes day in Delaware County.

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RESOLUTION NO. 22-837

9:45A.M. - PUBLIC HEARING FOR CONSIDERATION OF IMPROVEMENTS TO BERLIN STATION ROAD (COUNTY ROAD 89) AND A NORTHERLY EXTENSION OF PIATT ROAD TO BE KNOWN AS ROLOSON-PIATT ROAD:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 9:47 A.M..

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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RESOLUTION NO. 22-838

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

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

Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Aye
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RESOLUTION NO. 22-839

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE HEARING ON IMPROVEMENTS TO BERLIN STATION ROAD (COUNTY ROAD 89) AND A NORTHERLY EXTENSION OF PIATT ROAD TO BE KNOWN AS ROLOSON-PIATT ROAD:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 9:52 A.M..

Vote on Motion	Mrs. Lewis	Aye	Mr. Benton	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 22-840

IN THE MATTER OF PROCEEDING WITH IMPROVEMENTS TO BERLIN STATION ROAD (COUNTY ROAD 89) AND A NORTHERLY EXTENSION OF PIATT ROAD TO BE KNOWN AS ROLOSON-PIATT ROAD:

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

WHEREAS, pursuant to section 5555.03 of the Revised Code, when a petition is presented to the board of county commissioners asking for the construction, reconstruction, improvement, or repair of any public road or part thereof and signed by at least fifty-one per cent of the land or lot owners, residents of such county, who are to be specially taxed or assessed for said improvement, the board shall, within thirty days after such petition is presented, go upon the line of the proposed improvement and, after viewing it, determine whether the public convenience and welfare require that such improvement be made; and

WHEREAS, on July 25, 2022, M/I Homes of Central Ohio, LLC filed a petition with the Delaware County Board of Commissioners (the "Board") requesting the construction of improvements to Berlin Station Road (County Road 89) and a northerly extension of Piatt Road to be known as Roloson-Piatt Road, by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances (collectively, the "Improvements"); and

WHEREAS, the petitioners also request the Board levy an assessment to pay for a specified amount of the cost of the Improvements, and the petitioners represent at least fifty-one percent of the owners of lands to be assessed; and

WHEREAS, pursuant to section 5555.03 of the Revised Code, the Board conducted a viewing of the proposed Improvements on August 29, 2022; and

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WHEREAS, on September 8, 2022, the Board adopted Resolution No. 22-776, declaring its opinion regarding the proposed Improvements a setting a public hearing thereon; and

WHEREAS, pursuant to section 5555.07 of the Revised Code, the Board conducted the public hearing on the Improvements and is prepared to issue its final determinations on the Improvements;

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

Section 1. The Board hereby affirms its declaration in Resolution No. 22-776 that the Improvements will be for the public convenience and welfare and issues its order to proceed with the Improvements.

Section 2. The Board hereby approves and adopts the surveys, plans, profiles, cross sections, estimates, and specifications for the Improvements, with the route and termini set forth therein.

Section 3. The Board hereby approves and confirms the assessments on the lands benefited by the Improvements as set forth in Resolution No. 22-776, and the assessments shall be certified to the County Auditor and shall thereupon become a lien upon the lands benefited.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

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RESOLUTION NO. 22-841

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

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

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

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

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

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

RESOLUTION NO. 22-842

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. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners