

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

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

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

**1  
RESOLUTION NO. 22-1026**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 21, 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 November 21, 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 Merrell's Comments  
 -Karen Wadkins, Probate/Juvenile Fiscal officer, gave an overview and history of the Hunger Games.

**3  
RESOLUTION NO. 22-1027**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1123:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1123 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P2202546 (Fee Corp)	Rental Services	66211900-5335	\$21,167.50
P2201630 (Ameriflex)	Employee program	60211925-5370	\$60,000.00
P2202947 (Cardiotronix)	Utilities	10011303-5338	\$6,795.00

  

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2202847	CORNELL ABRAXAS GROUP LLC	2022 PLACEMENT CARE	22511607 - 5342	\$37,000
R2202847	CORNELL ABRAXAS GROUP LLC	2022 MSY PLACEMENT CARE	70161605 - 5342	\$1.00
R2204522	FORENSIC FLUIDS LABS	DEVICE & DRUG TESTING	22511607 - 5342	\$8,000.00
R2204637	YOUTH VILLAGES INC	MSY 22 PLACEMENT CARE CHILD M.B	70161605 - 5342	\$8,280.00
R2204748	OUTSIDER ENTERTAINMENT LLC	VIDEO PRODUCTION CONTRACT	22311611 - 5312	\$20,000.00
R2204972	PETERSON CONSTRUCTION CO	BERLIN BUSINESS PARK PUMP STATION PROJECT	22211330 - 5410	\$3,302,400.00
R2204973	TREASURER,DELAWARE COUNTY	RETAINAGE - BERLIN BUSINESS PARK PUMP STATION	22211330 - 5410	\$137,600.00
R2204979	COMPUTATIONAL HYDRAULICS INTL	PCSWMM MODELING SOFTWARE LICENSE RENEWAL - 3 USERS	66211900 - 5320	\$5,712.00
R2205017	MICROMAN INC	NETWORK EQUIPMENT - BYXBE CAMPUS	42011440 - 5410	\$324,836.00
R2205027	VASU COMMUNICATIONS INC	TWO MULTI-BAND PORTABLE RADIOS	21411306 - 5260	\$7,457.16.00
R2205029	TREASURER,STATE OF OHIO	WRF - PART OF PACKAGE PLANT IMPROVEMENTS PROJECT	66611900 - 5410	\$15,100.00

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

R2205031	STEFFENS SHULTZ INC	JAIL HVAC REPAIRS	40111402 - 5328	\$14,462.00
R2205042	SILVERBACK SAFETY & TRAINING SOLUTIONS INC	TECC RTF COURSE TRAINING	10011303 - 5305	\$11,837.40

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

**4  
RESOLUTION NO. 22-1028**

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

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

The Commissioners' Office is requesting the Delaware County Commissioners, County Administrator, and Deputy Administrators attend the various area Chamber events throughout Delaware County for the 2023 year at the cost of \$5,000 (fund numbers 10011101/10011102).

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

**5  
RESOLUTION NO. 22-1029**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2022:**

It was moved by Mr. Merrell, seconded by Mr. Benton to accept the Treasurer's Report for the month of October 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. 22-1030**

**IN THE MATTER OF APPROVING A PROCLAMATION RECOGNIZING NOVEMBER AS DECA MONTH IN DELAWARE COUNTY:**

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

WHEREAS, Distributive Education Clubs are recognized as a program that prepares high school and university students around the world for careers in marketing, finance, hospitality and management; AND

WHEREAS, this nonprofit organization now known as DECA integrates classroom instruction and applied-learning opportunities by connecting students to businesses in their communities; AND

WHEREAS, more than 177,000 DECA students in all 50 U.S. states, Puerto Rico, Guam and six other countries contribute to their communities through service projects; AND

WHEREAS, November is recognized internationally as DECA Month.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners is proud to honor this excellent organization and the valuable role it plays in encouraging career and economic development for our county by recognizing November as DECA Month in Delaware County.

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

**7  
RESOLUTION NO. 22-1031**

**IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Liberty Presbyterian Church has donated 180 Thanksgiving food boxes to the Delaware County Department of Job and Family Services to be given to families the agency is working with, including kinship caregivers and foster parents; and

WHEREAS, the value of the Thanksgiving food boxes has been set at \$9,720; and

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the Thanksgiving food boxes and offer thanks to all involved in this collaborative effort for their generous support of the Delaware County Department of Job and Family Services and the families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts this donation of Thanksgiving food boxes to the Delaware County Department of Job and Family Services and thanks the Liberty Presbyterian Church for the thoughtful generosity and commitment to the families of Delaware County.

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

**8**

**RESOLUTION NO. 22-1032**

**IN THE MATTER OF RE-APPOINTING MEMBERS TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on February 5, 2015, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 15-147, establishing the Berkshire Landing New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Berkshire Landing New Community Authority Board of Trustees, pursuant to Resolution No. 15-147 and section 349.04 of the Revised Code; 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 reappoint current members of the board of trustees of the Berkshire Landing New Community Authority;

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 appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of the following members to the Berkshire Landing New Community Authority Board of Trustees for the terms specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
Citizen Member	Patrick Blayney	February 4, 2025
Local Government Representative	Robert Riley	February 4, 2025

Section 3. The re-appointments approved in this Resolution shall take effect on February 5, 2023.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Berkshire Crossing Development, LLC, as the statutory developer for the Berkshire Landing New Community Authority.

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

**9**

**RESOLUTION NO. 22-1033**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:**

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 Board of Zoning Appeals (the “BZA”) and is responsible for making appointments thereto, pursuant to section 303.13 of the Revised Code; and

WHEREAS, the term for BZA member Jay Roberts will expire on December 31, 2022, and Lauren Wheeler has applied for appointment;

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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

Ohio:

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the BZA and for the term specified herein:

Position	Appointee	Term Commences	Term Ends
BZA-2	Lauren Wheeler	January 1, 2023	December 31, 2027

Section 2. The appointment approved in this Resolution shall take effect on January 1, 2023.

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

**10**

**RESOLUTION NO. 22-1034**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR EMPLOYEE SAFETY:**

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

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
10011302-5301	10011302-5201	6,000.00
Employee Safety/Contracted Prof Services	Employee Safety/General Supplies	
10011302-5305	10011302-5201	3,000.00
Employee Safety/Training & Staff Development	Employee Safety/General Supplies	

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

**11**

**RESOLUTION NO. 22-1035**

**IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:**

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

WHEREAS, pursuant to section 307.12(I) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may determine that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and if the property has no value, the Board may discard that property; and

WHEREAS, the Delaware County Department of Emergency Medical Services has various medical supplies and medications that are expired (hereinafter collectively referred to as the "Property") and, therefore, are no longer needed for public use, are obsolete, or are unfit for the use for which they were acquired;

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, determines that the Property has no value, and authorizes the Department of Emergency Medical Services to discard the Property.

Section 2. In recognition of the Board's support of the Humane Society of Delaware County, pursuant to section 1717.15 of the Revised Code, the Property may be discarded through donation to the Humane Society of Delaware County, if it is able to use the Property for its purposes.

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

**12**

**RESOLUTION NO. 22-1036**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE PUBLIC DEFENDER'S OFFICE:**

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

**Supplemental Appropriation**

10083801-5301	Contracted Professional Services	\$50,000.00
---------------	----------------------------------	-------------

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

**13**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

**RESOLUTION NO. 22-1037**

**IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE BOND FOR GLENMEAD SECTION 2:**

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Glenmead Section 2 (the "Subdivision"), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivisions be accepted into the public system:

- An addition of 0.20 mile to Township Road Number 1725, Glenvale Drive
- An addition of 0.36 mile to Township Road Number 1763, Whispering Pines Loop (N)
- An addition of 0.13 mile to Township Road Number 1835, Glenbrook Drive
- An addition of 0.19 mile to Township Road Number 1836, Ringsend Road; and

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

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

- On Township Road Number 1725 Glenvale Drive at its intersection with Township Road Number 1835, Glenbrook Drive;
- On Township Road Number 1836 Ringsend Road at its intersection with Township Road 1725, Glenvale Drive;
- On Township Road Number 1836, Ringsend Road at its intersection with Township Road 1763, Whispering Pines Loop (N) and Township Road Number 1835, Glenvale Drive; and

WHEREAS, the Engineer requests approval to return the maintenance bond being held for the Subdivision;

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 the maintenance bond in accordance with the Engineer's recommendations stated herein.

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

**14**

**RESOLUTION NO. 22-1038**

**IN THE MATTER OF APPROVING DEVELOPER'S AGREEMENT FOR HYATTS MEADOWS SECTION 1 AND 2 – HYATTS ROAD:**

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

WHEREAS, the Engineer recommends approving the Developer's Agreement for Hyatts Meadows Section 1 and 2 – Hyatts Road;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Developer's Agreement for Hyatts Meadows Section 1 and 2 – Hyatts Road:

**Hyatts Meadows Section 1 and 2 – Hyatts Road:**

**DEVELOPER'S AGREEMENT**  
**PROJECT NUMBER: 22094**

**THIS AGREEMENT** made and entered into this 28<sup>th</sup> day of November, 2022 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **OFMD Ltd.**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as HYATTS MEADOWS SEC 1 2 (the "Development") which will include a new roadway access to Hyatts Road and contribute to the need for improvements to Hyatts Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the "Improvements").
- 2) Prior to Plat approval, the **OWNER** shall pay to the **COUNTY** Seventy One Thousand Dollars and No Cents (\$71,000.00), mutually agreed to be the **OWNER'S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Hyatts Road, or any other public roadway in the vicinity thereof, benefitting the Development.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

- 3) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY**'s right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 4) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 5) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 6) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

**15**

**RESOLUTION NO. 22-1039**

**IN THE MATTER OF APPROVING AN EASEMENT TO DEL-CO WATER COMPANY, INC., FOR FUTURE HOME ROAD CONSTRUCTION IN ORANGE TOWNSHIP:**

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

WHEREAS, an easement to Del-Co Water Company, Inc., is necessary in conjunction with future Home Road construction; and

WHEREAS, the Delaware County Engineer recommends that the easement be granted;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves granting the following easement to Del-Co Water Company, Inc.:

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Delaware County Board of Commissioners, hereinafter collectively called GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DEL-CO WATER COMPANY, INC., hereinafter called GRANTEE, the receipt and sufficiency of which GRANTOR acknowledges, does grant, bargain, sell and convey to said GRANTEE, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, relocate, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over and across the following lands owned by the GRANTOR in the State of Ohio, County of Delaware, Township of Orange, and more particularly described as follows, to wit:

<u>Parcel Number</u>	<u>Legal</u>	<u>Acreage</u>
318-213-16-007-000	18-3-2 a Part of Farm Lot 17	0.631
318-213-16-006-000	18-3-2 a Part of Farm Lot 17	11.31

which property is located on the south side of Lewis Center Road, both sides of future Home Road, the north side of Weatherby Drive, and the mailing address of which property is Lewis Center Road, Lewis Center, Ohio, together with the right of ingress and egress over the GRANTOR'S adjacent lands, for the purpose of which the above-mentioned rights are granted.

The temporary easement, which is for construction purposes, applies only during construction, and is limited to twenty-five (25) feet in width, being 12½ feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to twelve (12) feet in width, being 6 feet on each side of and parallel with the centerline of the waterline or the centerline of the service line from the waterline to the meter, and a radius of three (3) feet from the center of the meter as finally laid and constructed across the lands of the within GRANTOR, said lines to be constructed as near as possible as shown in Exhibit "A" or within existing utility easements.

The GRANTEE shall pay any damages which may arise to crops, as well as repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water lines and shall grade, seed, and mulch any ground area disturbed by GRANTEE. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the GRANTOR, one to be appointed by the

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

GRANTEE, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

If at any time, any governmental authority having control over public streets, highways or rights-of-way requires GRANTEE, or its successors and assigns, to relocate any or all of the facilities which are located along a public street, highway or right-of-way, then GRANTOR, or its successors or assigns, will cooperate reasonably with GRANTEE, and its successors and assigns, to relocate the affected facilities, whether in the public road right-of-way or within the limits of this Easement, along, adjacent, and contiguous to public streets, highways or rights-of-way as they now exist or may hereafter exist. GRANTOR, its successors and assigns, further agree that upon such relocation the area of this Easement shall be deemed modified and relocated to the area of the affected facilities, as relocated. The permanent easement granted herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR; provided, however, the permanent easement granted herein restricts placing sanitary or storm sewer lines within ten feet (10') horizontal separation and two feet (2') vertical separation zones and other buried utilities within a distance of five feet (5') horizontal separation and two feet (2') vertical separation from the centerline of waterlines as finally laid and constructed.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land. This agreement shall be binding on GRANTOR, GRANTOR'S heirs, personal representatives, successors and assigns. This agreement shall inure to the benefit of GRANTEE, and its successors and assigns. The undersigned covenants that GRANTOR is the owner of the above-described lands and that said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

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

**16**

**RESOLUTION NO. 22-1040**

**IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH DUNROBIN ASSOCIATES, LLC:**

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

WHEREAS, on November 22, 2021, the Delaware County Board of Commissioners (the "Board") adopted Resolution No.21-1148, which, in part, declared the necessity for and approved the project known as DEL-CR123-1.30, Hyatts Road (the "Improvements"); and

WHEREAS, it is necessary to acquire right-of-way for the Improvements; and

WHEREAS, the County Engineer recommends approval of a Right-of-Way Acquisition Services Agreement with Dunrobin Associates, LLC, in furtherance and support of the Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Right-of-Way Acquisition Services Agreement with Dunrobin Associates, LLC:

**RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT**

This Agreement is made and entered into on November 28, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Dunrobin Associates, LLC, P.O. Box 76218, Highland Heights, Kentucky 41076 ("Consultant"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide the following right-of-way acquisition services within Delaware County for the project known as Hyatts Road, DEL-CR123-1.30, as outlined in the Consultant's Cost Proposals dated November 2, 2022, attached hereto and, by this reference, incorporated herein: project management, negotiations, closings and acquisition fees (the "Services").
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer ("County Engineer") as the agent of the County for this Agreement.
- 2.2 The County Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Cost Proposals referenced in Section 1.1.
- 4.2 Total compensation under this Agreement shall not exceed Forty-One Thousand, Two Hundred and Fifty Dollars (\$41,250) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 NOTICES; PARTIES REPRESENTATIVES**

- 5.1 "Notices" issued under this Agreement shall be served by U.S. certified mail in writing to the addresses stated in the preamble of this Agreement. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.
- 5.2 The County shall provide all criteria and full information as to County's requirements for Consultant's provision of the Services. The Parties shall each designate a person to act with authority on their behalf in the performance of this Agreement.

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer and on the Services performed to date in accordance with the Consultant's Cost Proposals.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Services upon written direction from the County Engineer and shall complete the Services in a timely manner in accordance with the County Engineer's written direction, but not later than October 1, 2023.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until it is approved by both Parties in writing.

**10 OWNERSHIP**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.
- 12.3 The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022

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

17

RESOLUTION NO. 22-1041

IN THE MATTER OF ESTABLISHING A NEW FUND AND ORGANIZATION KEY AND APPROVING AN ADVANCE OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR IMPROVEMENTS RELATED TO BERLIN FARM:

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

NEW FUND

421 Berlin Farm Capital Projects

NEW ORGANIZATION KEY

42140459 Berlin Farm Capital Projects

ADVANCE OF FUNDS

<b>From</b>	<b>To</b>	
10040421-8500	42140459-8400	546,000.00
Road & Bridge Proj/Advances Out	Berlin Farm Cap Proj/Advances In	

SUPPLEMENTAL APPROPRIATIONS

42140459-5402	Berlin Farm Cap Proj/Perm ROW & Easements	100,000.00
42140459-5420	Berlin Farm Cap Proj/Road Construction	446,000.00

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

18

RESOLUTION NO. 22-1042

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY FOR THE OLD SAWMILL & PRESIDENTIAL PARKWAY, PID 111806, PROJECT:

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

NEW ORGANIZATION KEY

29440461 Old Sawmill & Presidential Parkway

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

19

RESOLUTION NO. 22-1043

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
UT22-0198	AEP- OHIO	AFRICA ROAD	ELECTRIC
UT22-0199	COLUMBIA GAS	RED BANK ROAD	GAS PIPELINE
UT22-0200	SPECTRUM	LONGSHORE	CABLE
UT22-0201	SPECTRUM	BEACOM	CABLE

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

20

RESOLUTION NO. 22-1044

IN THE MATTER OF APPROVING A NOTICE OF EXERCISE OF SIXTH EXTENDED TERM TO THE LEASE AGREEMENT BY AND BETWEEN TULLER SQUARE NORTHPOINTE LLC, AND THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO FOR THE CLERK OF

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

**COURTS' TITLE OFFICE AT NORTHPOINTE PLAZA SHOPPING CENTER:**

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

WHEREAS, the Clerk of Courts recommends approval of a Notice of Exercise of Sixth Extended Term to the Lease Agreement with Tuller Square Northpointe LLC, for the Clerk's Title Office at Northpointe Plaza Shopping Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Notice of Exercise of Sixth Extended Term to the Lease Agreement with Tuller Square Northpointe LLC in substantially the following form:

**NOTICE OF EXERCISE OF  
SIXTH EXTENDED TERM**

**NORTHPOINTE PLAZA  
8647 COLUMBUS PIKE  
LEWIS CENTER, OHIO 43035**

This Notice of Exercise of Sixth Extended Term ("Agreement") is entered into this November 28, 2022 by and between Tuller Square Northpoint LLC, an Ohio limited liability company ("Landlord"), whose principal place of business is located at c/o CASTO, 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215 and the Board of Commissioners, Delaware County, Ohio, aka Delaware County Commissioners ("Tenant"), whose principal place of business is located at 91 N. Sandusky Street, Delaware, Ohio 43015 (individually "Party" and collectively "Parties").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated April 8, 2003 ("Lease Agreement"), as modified by 1) that certain Letter Agreement, dated April 16, 2008 ("Letter"), 2) that certain First Lease Modification Agreement, dated April 25, 2013 ("First Modification"), and 3) that certain Second Lease Modification Agreement, dated January 12, 2018 ("Second Modification"), for those certain premises consisting of approximately 2,500 square feet designated as Storeroom Number 01270 and having an address of 8647 Columbus Pike, Lewis Center, Ohio 43035 (the "Premises"), which Premises are situated within the NorthPointe Plaza Shopping Center located in the City of Lewis Center, County of Delaware and State of Ohio (Lease Agreement, Letter, First Modification, and Second Amendment collectively, the "Lease"); and,

WHEREAS, the Second Modification included a renewal option, including term and conditions (the "Renewal Option"), for a "Sixth Extended Term" of the Lease for a period of five (5) Lease Years commencing on June 1, 2023 and continuing through May 31, 2028 ("Sixth Extended Term"); and,

WHEREAS, Tenant desires to provide notice of exercise of the Renewal Option for the Sixth Extended Term and have requested Landlord acknowledge such exercise of the Sixth Extended Term, and

WHEREAS, Tenant and Landlord intend to extend the Term of the Lease for the Sixth Extended Term and for such extension to be bound by the terms and conditions for the Sixth Extended Term as contained in the Second Modification.

NOW THEREFORE, the Parties agree as follows:

1. Recitals and Definitions. The Parties incorporate the above recitals into this Agreement and affirm such recitals are true and correct. All capitalized terms used in this Agreement, unless specifically defined herein, have the same meanings attributed to them in the Lease.
2. Extension of Term. In accordance with the Second Modification, Tenant hereby exercises the Renewal Option and the Parties (Landlord and Tenant) agree the Term of the Lease is hereby extended for the Sixth Extended Term. As set forth in the Second Modification, the Sixth Extended Term shall commence on June 1, 2023 and continue through May 31, 2028. All terms and conditions as stated in the Second Modification and the Lease (as modified and amended) shall apply to the Sixth Extended Term, including, but not limited to, Minimum Rent, Common Area Maintenance Payment, Real Estate Tax Expense, and Insurance Payment. Tenant agrees and acknowledges that Tenant has no further renewal options to extend the Term available under the Lease.
3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Electronic signatures and signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes under this Agreement, and the exchange of executed copies of this Agreement by electronic means shall constitute effective execution and delivery of this Agreement as to the parties for all purposes under this Agreement.
4. Signatures. Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
5. Conflicts. In the event of a conflict between the terms of the Lease (as modified and amended), the Second Modification, and this Agreement, this Agreement shall be operative first, the Second Modification

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022

shall be operative second, and the remaining terms of the Lease (as modified and amended) shall be operative last.

6. Other Terms Unchanged. All terms and conditions of the Second Modification and remainder of the Lease (as modified and amended) and not changed by this Agreement remain the same, unchanged, and in full force and effect.

7. Entire Agreement. The Lease (as modified and amended), including the Lease Agreement, Letter, First Modification, Second Modification and this Agreement, (and their attachments and exhibits) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the signed mutual consent and agreement of the Parties.

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

**21**

**RESOLUTION NO. 22-1045**

**IN THE MATTER OF AMENDING RESOLUTION NO. 19-316 TO REVISE A CAPITAL PROJECTS FUND ESTABLISHED IN ACCORDANCE WITH O.R.C. 5705.13:**

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

WHEREAS, on December 28, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-1387, establishing a capital projects fund (Fund 420 – Capital Improvement Reserve Fund), pursuant to section 5705.13(C) of the Revised Code, to pay for the costs of acquiring, constructing, or improving fixed assets of the County; and

WHEREAS, a resolution creating a capital projects fund, pursuant to section 5705.13(C) of the Revised Code, shall identify the source of the money to be used to acquire, construct, or improve the fixed assets identified in the resolution, the amount of money to be accumulated for that purpose, the period of time over which that amount is to be accumulated, and the fixed assets that the Board intends to acquire, construct, or improve with the money to be accumulated in the fund; and

WHEREAS, on April 8, 2019, the Board adopted Resolution No. 19-316, which, in part, amends Resolution No. 17-1387 to revise the capital projects fund established in Resolution No. 17-1387 to reflect an increase in the amount of money to be accumulated therein; and

WHEREAS, on May 12, 2022, the Board adopted Resolution No. 22-381, which amends Resolution No. 19-316 to revised the capital projects fund established in Resolution No. 17-1387 to reflect an increase in the amount of money to be accumulated therein; and

WHEREAS, the Board desires to amend Resolution No. 19-316 to revise the capital projects fund established in Resolution No. 17-1387 to reflect an additional increase in the amount of money to be accumulated therein;

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

Section 1. The Board hereby amends Resolution No. 19-316 by declaring that the amount of money to be accumulated in Fund 420 shall not exceed \$37,000,000.00, unless and until the Board amends this Resolution to provide for additional amounts to be accumulated in Fund 420 for the purposes stated in Resolution No. 19-316.

Section 2. All other sections and provisions of Resolution No. 19-316 not amended herein shall remain in full force and effect.

Section 3. The Board hereby directs the Clerk to certify a copy of this Resolution to the County Auditor.

Section 4. This Resolution shall take immediate effect upon adoption.

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

**22**

**RESOLUTION NO. 22-1046**

**IN THE MATTER OF ESTABLISHING A NEW FUND AND ORGANIZATION KEY, APPROVING SUPPLEMENTAL APPROPRIATIONS, A TRANSFER OF FUNDS AND A DECREASE IN APPROPRIATIONS:**

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

**New Fund**  
322

Local Assistance & Tribal Consistency Fund

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

**New Organization Key**

32211335 Local Assistance & Tribal Consistency Fund

**Supplemental Appropriation**

10011102-5801	Commissioners General/Cash Transfer	12,151,293.55
10011101-5001	Commissioners Admin/Compensation	12,400.00
10011101-5004	Commissioners Admin/Overtime	1,600.00
10011101-5101	Commissioners Admin/Health Insurance	1,823.00
10011101-5102	Commissioners Admin/Workers Comp	126.00
10011101-5120	Commissioners Admin/OPERS	1,960.00
10011101-5131	Commissioners Admin/Medicare	203.00

**Transfer of Funds**

<b>From:</b>	<b>To:</b>	
10011102-5801	42011438-4601	12,801,526.40
Commissioners General/Cash Transfer	Capital Improvements Reserve/Interfund Revenues	

**Decrease Appropriation**

10011303-5001	Emergency Medical Services/Compensation	30,000.00
10011303-5004	Emergency Medical Services/Overtime	800,000.00
10011303-5101	Emergency Medical Services/Health Insurance	300,000.00
10011303-5102	Emergency Medical Services/Workers Comp	8,000.00
10011303-5120	Emergency Medical Services/OPERS	100,000.00
10011303-5131	Emergency Medical Services/Medicare	10,000.00
10031301-5001	Sheriff Deputies/Compensation	750,000.00
10031301-5101	Sheriff Deputies/Health Insurance	300,000.00
10031301-5102	Sheriff Deputies/Workers Comp	3,000.00
10031301-5120	Sheriff Deputies/OPERS	100,000.00
10031301-5131	Sheriff Deputies/Medicare	15,000.00
10031303-5001	Sheriff Jail/Compensation	400,000.00
10031303-5101	Sheriff Jail/Health Insurance	200,000.00
10031303-5102	Sheriff Jail/Workers Comp	5,000.00
10031303-5120	Sheriff Jail/OPERS	80,000.00
10031303-5131	Sheriff Jail/Medicare	10,000.00

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

**23**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator

- Introduced Justin Nahvi, Fiscal Director for the Board of Commissioners, to everyone. Thanked the Auditor and Treasurer's offices for allowing members of their staff to participate in the interviews.
- Budget hearing will wrap up Wednesday.

Dawn Huston, Deputy Administrator

-No reports.

**24**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- The Land Bank meeting was adjourned for a lack of quorum last week. Will try to get the meeting rescheduled for some time in December.
- The budget hearings will end on Wednesday.

Commissioner Merrell

-Took the opportunity while assisting at the Hunger Games to tour the Byxbe Building on Tuesday.

Commissioner Lewis

-No reports.

**25**

**RESOLUTION NO. 22-1047**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PURCHASE OF PROPERTY; PENDING OR IMMINENT LITIGATION AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022

---

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 purchase of property; pending or imminent litigation and confidential information related to economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

**RESOLUTION NO. 22-1048**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

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

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

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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 2022**

---

Jennifer Walraven, Clerk to the Commissioners