

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD APRIL 17, 2023

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

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

1:30 P.M. Viewing For Consideration Of The Vacation Of A Section Of Franklin Street In The Unincorporated Village Of Lewis Center, Orange Township, Delaware County, Ohio And The Discontinuance Of The Railroad Crossings Within Such Section Of Franklin Street

**1**  
**RESOLUTION NO. 23-299**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 13, 2023:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 13, 2023; 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

**3**  
**RESOLUTION NO. 23-300**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0414:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0414 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2300592) Phoenix	Personal Protective Equipment	10011303-5225	\$75,000.00
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>
R2302985	BENCHMARK	COUNTERTOPS	22411605 - 5201
	WOODWORKS CO INC		\$7950.85
R2303001	AMCS GROUP INC	UTILITY CLOUD OPERATIONS MANAGEMENT SOFTWARE	66211900 - 5320
			\$90,000.00

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

**4**  
**RESOLUTION NO. 23-301**

**IN THE MATTER OF A TRANSFER LIQUOR LICENSE FROM COLUMBUS ZOOLOGICAL PARK ASSOCIATION (DBA COLUMBUS ZOO) TO SSA GROUP LLC (AKA SSA OHIO LLC), LOCATED AT 9990 RIVERSIDE DRIVE, POWELL, OHIO 43065 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a transfer of a D1, D2, D3 and D6 license from Columbus Zoological Park Association (DBA Columbus Zoo) to SSA Group LLC (AKA SSA Ohio LLC), located at 9990 Riverside Drive, Powell, Ohio; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and

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notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

5

RESOLUTION NO. 23-302

**IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM COLUMBUS ZOOLOGICAL PARK ASSOCIATION PATIO & GOLF COURSE TO SSA GROUP LLC (AKA SSA OHIO LLC) PATIO & GOLF COURSE, LOCATED AT 10245 RIVERSIDE DRIVE, POWELL, OHIO 43065 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer request of a new D1, D2, D3 and D6 liquor license from Columbus Zoological Park Association Patio & Golf Course to SSA Group LLC (AKA SSA Ohio LLC) Patio & Golf Course, located at 10245 Riverside Drive, Powell, Ohio 43065; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

6

RESOLUTION NO. 23-303

**IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM ZOOMBEZI BAY LLC TO SSA GROUP LLC, LOCATED AT 5350 W POWELL ROAD, (P.O. BOX 400), POWELL, OHIO 43065, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer request of a new D1, D2, D3 and D6 liquor license from Zoombezi Bay LLC to SSA Group LLC, located at 5350 W Powell Road, (P.O. Box 400), Powell, Ohio 43065; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

7

RESOLUTION NO. 23-304

**IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK OF APRIL 23<sup>rd</sup> NATIONAL CRIME VICTIMS' RIGHTS WEEK IN DELAWARE COUNTY:**

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

WHEREAS, Delaware County continues its efforts to prevent and respond to crime at every level, and will never neglect to show fairness, dignity, and respect to survivors of crime, and will honor them during National Crime Victims' Rights Week - April 23 through April 29, 2023.

WHEREAS, Delaware County will observe National Crime Victims' Rights Week from April 23 through April 29 by placing signs for each township on the lawn of the Delaware Historical Court House. This display will serve as a powerful reminder that victims are not alone and healing is possible. Later in the summer the Victim Services Coalition will also partner with Mainstreet Delaware and Law Enforcement for a First Friday event on August 4<sup>th</sup>, 2023. We will be continuing our Walk-A-Mile-In-Her-Shoes event. We will honor victims by walking a mile through downtown Delaware. The Walk-A-Mile event raises awareness about sexualized violence toward women.

NOW THEREFORE BE IT RESOLVED, It is with great respect that the Delaware County Commissioners express their admiration for those survivors of crime who have turned personal tragedies into triumph. As a

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community, we understand that crime has an impact, and we vow to demonstrate compassion and offer support for those who need it most. To those who serve -- our volunteers, law enforcement officers, prosecutors, victim service providers, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to victims helps to lessen the trauma and assist in personal recoveries... we offer our deepest gratitude.

**FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT,** The week of April 23 through 29, 2023, is declared National Crime Victims’ Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding, and compassion.

**BE IT HEREBY RESOLVED,** That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

**8**  
**ALEX MCCARTHY, DIRECTOR**  
**DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**INTRODUCTION**

**9**  
**RESOLUTION NO. 23-305**

**IN THE MATTER OF ACCEPTING THE DELAWARE COUNTY CONTINUITY OF OPERATIONS PLAN (COOP):**

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

WHEREAS, the purpose of the County Continuity of Operations Plan (COOP) is to provide for the continuity of essential county functions in the context of an uninhabitable building scenario; and

WHEREAS, the Emergency Management Board, the Delaware County Coroner, the Delaware County Engineer, the Delaware County Sheriff’s Office, the Delaware County Treasurer, the Delaware County Recorder, the Delaware County Auditor, and the Delaware County Public Health District have accepted the Continuity of Operations Plan (COOP); and

WHEREAS, the Director of Delaware County Office of Homeland Security and Emergency Management recommends accepting the Delaware County Continuity of Operations Plan (COOP);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the County Continuity of Operations Plan (COOP) and authorizes Barb Lewis, the Commissioners’ Board representative to the Delaware County Office of Homeland Security and Emergency Management Board, to execute the Authentication page of the Delaware County COOP document.

(A copy of the Continuity of Operations Plan (COOP) is on file with the Delaware County Office of Homeland Security and Emergency Management).

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

**10**  
**RESOLUTION NO. 23-306**

**IN THE MATTER OF APPROVING A CONTRACT WITH GARLAND/DBS, INC., FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER ROOFING PROJECT (2023 PHASE):**

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

WHEREAS, the Sanitary Engineer recommends building envelope repairs on various buildings at the Olentangy Environmental Control Center; and

WHEREAS, the materials and services necessary for the repairs are available for purchase through the OMNIA Partners cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the materials and services through the Program;

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

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Section 1. The Board hereby approves a contract with Garland/DBS, Inc., for building envelope repair materials and services for the Olentangy Environmental Control Center Roofing Project (2023 Phase), in accordance with the Program, pursuant to the contract and terms and conditions set forth in OMNIA Partners Contract #PW1925.

Section 2. This Resolution shall take effect immediately upon adoption.

**CONTRACT FOR  
JOB # 25-OH-220679**

**BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT AND GARLAND/DBS, INC. FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER ROOFING PROJECT (2023 PHASE).**

- 1.) This CONTRACT is made at **Delaware County** as of April 17, 2023, ("Effective Date"), by and between the **Delaware County Board of Commissioners, for and on behalf of the Delaware County Regional Sewer District** located at **50 Channing Street, Delaware, Ohio 43015** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91<sup>st</sup> Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Roofing Project (Buildings B - Centrifuge, C – Vehicle Storage, H – North Blower, and F – Filter Building)** located at **10333 Olentangy River Road, Powell, Ohio 43065** as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal # **25-OH-220679** dated **2/9/2023** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. This CONTRACT is entered into, pursuant to cooperative purchasing authority, subject to and in accordance with OMNIA Partners Contract #PW1925, which is, by this reference, fully incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits or other documents incorporated by reference, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **325** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. Project scheduling will be agreed upon at the preconstruction meeting. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$436,738.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed and materials purchased to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.
- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may

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commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.

- 7.) All the work done under this CONTRACT shall be performed under the oversight of **the Delaware County Sanitary Engineer, or her designee**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$436,738.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **Delaware County, Ohio** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.
- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for the price of supplies and services delivered under the CONTRACT or Purchase Order.
- 12.) This CONTRACT, and those documents incorporated by reference herein, shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) This Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, so each laborer, workman or mechanic employed by the

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CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.

- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Delaware County, Ohio**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party.

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

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

**11**

**RESOLUTION NO. 23-307**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR KELLER SUBDIVISION, LOT 294, DIVISION 1 AND ANTHONY CAD:**

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

WHEREAS, Mary Lou Gott has submitted the plat of subdivision for Keller Subdivision, Lot 294, Division 1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, David C. and Jessica Anthony have submitted the plat of subdivision for Anthony CAD, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Keller Subdivision, Lot 294, and Division 1 and Anthony CAD:

Keller Subdivision, Lot 294, Division 1:

Situated in the Township of Berlin, County of Delaware, State of Ohio., being in Farm Lot 9, Quarter Township 1, Township 4, Range 18 of the United States Military Lands, and being all of Lot 294, Keller

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Subdivision, recorded in Plat Book 15, Page 33. Being a subdivision of 2.767 acres, being all of said Lot 294, conveyed to Mary Lou Gott in Official Records Volume 238, Page 150 in the Delaware County Recorder's Office. Cost: \$6.00 (\$3.00 per buildable lot)

Anthony CAD:

Situated in State of Ohio, County of Delaware, Township of Trenton, located in Farm Lots 1,2,19 & 20, Section 3, Township 4, Range 16 West, United States Military Lands, and being all tracts 64.637 acres conveyed to David C. and Jessica Anthony as recorded and described in Book 1898, Page 1587-1593, County Recorder's Office, Delaware, Ohio. Cost: \$15.00 (\$3.00 per buildable lot)

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

**12**

**RESOLUTION NO. 23-308**

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

It was moved by Mrs. Lewis, 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:

<u>Permit #</u>	<u>Applicant</u>	<u>Location</u>	<u>Type of Work</u>
UT2023-0070	SPECTRUM	HARTFORD ROAD	BURY CABLE
UT2023-0072	SPECTRUM	SHERBORNE LANE	BURY CABLE
UT2023-0073	AEP	LIBERTY ROAD	INSTALL NEW POLES
UT2023-0074	FRONTIER	S OLD STATE ROAD	INSTALL FIBER OPTIC CABLE
UT2023-0075	FRONTIER	ORANGE CENTER DRIVE	BURY CABLE

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

**13**

**RESOLUTION NO. 23-309**

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

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

WHEREAS, on June 15, 2017, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 17-623, establishing the Evans Farm 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 Evans Farm New Community Authority Board of Trustees, pursuant to Resolution No. 17-623 and section 349.04 of the Revised Code; and

WHEREAS, the terms for two seats will expire June 14, 2023, and the two members occupying those seats wish to be re-appointed; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint current members of the board of trustees of the Evans Farm 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 re-appointments of the following members to the Evans Farm New Community Authority Board of Trustees for the terms specified herein:

<u>Position</u>	<u>Appointee</u>	<u>Term Ends</u>
Local Government Representative	Robert Riley	June 14, 2025

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Citizen Member	John Kirksey	June 14, 2025
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Section 3. The re-appointments approved in this Resolution shall take effect on June 15, 2023.

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

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

**14**

**RESOLUTION NO. 23-310**

**IN THE MATTER OF APPROVING THE 2023 / 2024 PROGRAM COSTS WITH THE COUNTY RISK SHARING AUTHORITY (CORSA):**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the following:

WHEREAS, the Deputy County Administrator recommends approval of the 2023/2024 program costs with the County Risk Sharing Authority (CORSA);



**Invoice**  
2023/2024 CORSA Program Costs

Invoice R0300-PL2023R-1  
Date 4/3/2023  
Member Number 0300

Remit To:  
County Risk Sharing Authority  
209 East State Street  
Columbus, Ohio 43215-4309

Bill To:            Delaware County Board of Commissioners  
                         91 N. Sandusky St.  
                         Delaware OH 43015

**\$426,078.00**  
Net Due CORSA

Remit To: County Risk Sharing Authority  
209 East State Street  
Columbus, Ohio 43215-4309

Invoice Number: R0300-PL2023R-1  
Invoice Date: 4/3/2023  
Member Number: 0300

Payment due within 30 days

Coverage Document Number	Coverage Effective Date	Description	Amount
R0300-PL2023R-1	5/1/2023	2023-24 CORSA Program Costs	\$458,528.00
		Total Member Credits	- 532,450.00
<b>NET DUE CORSA</b>			<b>\$426,078.00</b>



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County Risk Sharing Authority  
Delaware County Board of Commissioners  
Program Cost Allocation – May 1, 2023

Property	\$217,725
Auto	\$16,373
General Liability	\$45,790
Public Officials	\$24,838
Law Enforcement Liability - Jail	\$46,700
Law Enforcement Liability – Non Jail	\$71,046
Foster Parents Liability	\$3,606
<b>Total</b>	<b>\$426,078</b>

Basis of Allocation

Property (Total Covered Value)	Example cost and values	Actual 2023 cost and values
A. Total Property Cost	\$52,500	\$217,725
B. Total Property Value	\$102,500,000	\$559,013,118
C. Cost/Value (A/B)	\$0.0005	
D. Dept. Property Value	\$1,000,000	
E. Cost of Dept. Covered Value (CXD)	\$500	
<b>Auto (Total Vehicles not including trailers)</b>		
A. Total Auto Cost	\$33,000	\$16,373
B. Total Number of Vehicles	155	362
C. Cost/Number Vehicles (A/B)	\$213	
D. Dept. Number of Vehicles	17	
E. Cost of Dept. Covered Autos (CxD)	\$3,621	
<b>General Liability Payroll</b>		
A. Total General Liability Cost	\$16,000	\$45,790
B. Total Payroll	\$14,500,000	\$60,463,250
C. Cost/Payroll (A/B)	\$0.0011	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. General Liability (CxD)	\$1,100	
<b>Public Officials Payroll</b>		
A. Total Public Officials Cost	\$25,000	\$24,838
B. Total Payroll	\$14,500,000	\$60,463,250
C. Cost/Payroll (A/B)	\$0.00170	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. Public Officials Liability (CxD)	\$1,700	

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the County Risk Sharing Authority (CORSA) 2023/2024 program costs;

FURTHER, BE IT RESOLVED that the Board approves the Purchase Order and Voucher to CORSA in the amount of \$426,078.00 from Organizational Key 60111901-5370.

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

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**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-No reports.

Dawn Huston, Deputy Administrator  
-No reports.

Aric Hochstettler, Deputy Administrator  
-No reports.

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis  
-No reports.

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Commissioner Merrell

- Congratulated the University of Oklahoma for their sixth national title for gymnastics.
- Attended the CCAO meeting last week.
- Will be attending the Legislative meeting later this week.

Commissioner Benton

- Attended the retirement celebration of Russ Martin last Thursday.
- Will attend the OneDelaware luncheon at Ohio Wesleyan University.
- Will attend the OCCO reception tomorrow night.
- Will be giving remarks at the WIKA expansion Thursday morning.

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*(after 10:00am)*

**RESOLUTION NO. 23-311**

**IN THE MATTER OF APPOINTING JEFF BALZER ACTING SHERIFF FOR DELAWARE COUNTY:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adopt the following resolution:

WHEREAS, by virtue of Delaware County Sheriff Russell Martin’s resignation, effective on April 17, 2023, the office of Delaware County Sheriff is vacant; and

WHEREAS, pursuant to section 305.02(D) of the Revised Code, the Board of County Commissioners may appoint a person to hold the office of sheriff as an acting officer and to perform the duties thereof between the occurrence of the vacancy and the time when the officer appointed under section 305.02(B) qualifies and takes the office; and

WHEREAS, given the time that will elapse before the central committee makes an appointment to fill the open office of Delaware County Sheriff and the need to have a person perform the statutory and administrative duties and responsibilities of County Sheriff, the Board of Commissioners has determined that it is necessary and proper to appoint an acting officer to perform the duties and responsibilities;

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

Section 1. Jeff Balzer is hereby appointed to hold the office of County Sheriff as an acting officer to perform the duties thereof between the effective date of this Resolution and the time when the County Sheriff appointed under section 305.02(B) qualifies and takes the office.

Section 2. This Resolution shall take effect immediately upon passage.

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

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**PUBLIC COMMENT**

Tom Homan, Speaking on behalf of the appointment of Jeff Balzer as Acting Sheriff.

**RECESS 10:13 AM/RECONVENE 1:30 PM**

**1:30 P.M. Viewing For Consideration Of The Vacation Of A Section Of Franklin Street In The Unincorporated Village Of Lewis Center, Orange Township, Delaware County, Ohio And The Discontinuance Of The Railroad Crossings Within Such Section Of Franklin Street**  
(Starting in the vicinity of the intersection of Franklin Street, and 2<sup>nd</sup> Street in Lewis Center, Ohio)

**NOTES FOR**

- Reconvene The Board Of Commissioners’ Session For Monday April 17, 2023
- Welcome To Viewing For The Consideration Of The Vacation Of A Section Of Franklin Street In The Unincorporated Village Of Lewis Center, Orange Township, Delaware County, Ohio And The Discontinuance Of The Railroad Crossings Within Such Section Of Franklin Street
- Introductions Of Self And Other Board Members
- There Is A Sign-In Sheet Circulating, And We Ask That You Please Sign The Sheet To Indicate Your Attendance.

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-No Testimony Or Decisions Are Made Here At The Viewing. This Is A Way For The Board To Become Familiar With The Area.

-The Hearing Day Is The Time For Testimony On The Vacation.

-The Hearing On The Vacation Is Scheduled For **Thursday April 20, 2023 at 10:00A.M.**  
(Commissioners' Hearing room at 91 North Sandusky Street

- Turn The Proceeding Over To Aric Hochstettler, Deputy County Administrator And General Counsel



**Delaware County Commissioners**

Jeff Benton  
Barb Lewis  
Gary Merrell

**SIGN-IN SHEET FOR APRIL 17, 2023**

1:30 P.M. Viewing For Consideration Of The Vacation Of A Section Of Franklin Street In The Unincorporated Village Of Lewis Center, Orange Township, Delaware County, Ohio And The Discontinuance Of The Railroad Crossings Within Such Section Of Franklin Street

	<u>NAME</u>	<u>ADDRESS</u>
1	LEE Bodnar	City Engineer's Office
2	Barb Lewis	90 N. Sandusky
3	Aric Hochstettler	"
4	Gary Merrell	" " "
5	Doug Kirdel	City Engineer's Office
6	Jane Walshaw	Clerk Commissioners
7	Arcely Deino	Assistant Clerk
8	Jeff Benton	Commissioner
9	MIKE HALL	PROFESSIONAL PAVEMENT
10	Colby King	Professional Pavement
11		

There being no further business, the meeting adjourned.

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

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

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

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Jennifer Walraven, Clerk to the Commissioners