

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 1, 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

10:00 A.M. Reconvening Of Final Hearing For The Lanetta Lane Subdivision Watershed Drainage Improvement Project

1
RESOLUTION NO. 23-341

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 27, 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 27, 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

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 23-342

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0428:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0428 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2302984	EPS	COURTHOUSE BUILDOUT & RENOVATION	42011438 - 5410	\$5,938.01
R2303171	VASU COMMUNICATIONS INC	UPGRADE RADIOS FOR SECURITY COMPANY	40111402 - 5260	\$14,624.8

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

4
RESOLUTION NO. 23-343

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DAVID W. FISHER, ESQ., REQUESTING ANNEXATION OF 84.97 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE CITY OF SUNBURY:

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

WHEREAS, on April 4, 2023, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by agent for the petitioner, David W. Fisher, Esq., requesting annexation of 84.97 acres of land in Berkshire Township to the City of Sunbury; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

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WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 84.97 acres of land in Berkshire Township to the City of Sunbury.

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

**5
RESOLUTION NO. 23-344**

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENTS FOR THE PETITIONER, AARON UNDERHILL, ESQ., DAVID HODGE, ESQ., AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 84.932 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE CITY OF SUNBURY:

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

WHEREAS, on April 5, 2023, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by agents for the petitioner, Aaron Underhill, Esq., David Hodge, Esq., and Eric Zartman, Esq., requesting annexation of 84.932 acres of land in Berkshire Township to the City of Sunbury; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 84.932 acres of land in Berkshire Township to the City of Sunbury.

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

**6
RESOLUTION NO. 23-345**

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF MARCH 2023:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for March 2023;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for March 2023.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

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

**7
RESOLUTION NO. 23-346**

IN THE MATTER OF DECLARING MAY 2023 AS BUILDING SAFETY MONTH IN DELAWARE COUNTY:

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

WHEREAS, Delaware County residents, business owners and visitors recognize that the safety of our buildings plays an essential role, both in daily life and when disasters strike; and

WHEREAS, our confidence in the resilience of the buildings that make up our community is achieved through the hard work and vigilance of building safety and fire prevention officials, architects, engineers, builders,

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tradespeople, design professionals, laborers, plumbers and others in the construction industry who ensure the safe construction of our buildings; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical services performed by our local code officials and to encourage people to recognize the value of their contributions in protecting lives and properties.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners recognizes May 2023 as Building Safety Month and we encourage our citizens to join us in honoring the valuable work performed by those in the construction industry.

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

8

RESOLUTION NO. 23-347

IN THE MATTER OF RANKING PROFESSIONAL DESIGN FIRMS FOR RENOVATIONS TO THE WILLIS BUILDING FOR DELAWARE COUNTY OFFICES:

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

WHEREAS, the Delaware County Board of Commissioners received a total of four Statements of Qualifications from professional design firms for renovations to the Willis Building for Delaware County Offices; and

WHEREAS, a review committee has reviewed the qualifications and has ranked the top three firms it found to be the most qualified firms; and

WHEREAS, section 153.69(A) of the Revised Code requires the public authority to select and rank no fewer than three firms which it considers to be the most qualified to provide the required professional design services; and

WHEREAS, the review committee recommends the top three most qualified firms be ranked as 1 - MA Design; 2 - Schooley Caldwell; and 3 - BBCO Design, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County hereby ranks the following professional design firms for the renovations to the Willis Building and, per section 153.69(B) of the Revised Code, enters into contract negotiations with the firm ranked most qualified to perform the required services:

1. MA Design
2. Schooley Caldwell
3. BBCO Design, LLC

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

9

RESOLUTION NO. 23-348

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2024 TAXES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria, and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent

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accounts in the amount of \$167,994.49 to the County Auditor for the 2024 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

**2024 Sewer Tax Assessments
To be certified by the Board of Commissioners on 5/1/2023**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$59,200.69
66211900-4108-11904 – Alum Creek	\$92,934.83
66211900-4108-11905 – Lower Scioto	\$4,130.93
66211900-4108-11912 - Package Plants	\$11,728.04
Total Assessments	\$167,994.49

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

**10
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

**11
RESOLUTION NO. 23-349**

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

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

WHEREAS, on December 18, 2017, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 17-1332, which, in part, declared the necessity for and approved the project known as DEL-CR125-1.46, Steitz Road (the “Improvement”); and

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

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 May 1, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Dunrobin Associates, LLC, 10132 Kenwood Road, Cincinnati, Ohio 45242 (“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 DEL CR125-146 Steitz Road, as outlined in the Consultant’s Cost Proposal dated April 14, 2023, 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

- 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

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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 Proposal referenced in Section 1.1.
- 4.2 Total compensation under this Agreement shall not exceed Seventy-Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$75,950.00) 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 Proposal.
- 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 December 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

- 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

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- 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 with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant**

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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 <https://humanresources.co.delaware.oh.us/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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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

12

RESOLUTION NO. 23-350

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT WITH THE SHELLY COMPANY FOR THE 2023 DEL-COUNTY ROAD IMPROVEMENTS PROGRAM:

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

DEL-County Road Improvements Program bid opening April 1, 2023

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to The Shelly Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and the Shelly Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with The Shelly Company for the 2023 DEL-County Road Improvements Program:

CONTRACT

THIS AGREEMENT is made this 1st day of May, 2023 by and between **The Shelly Company, 80 Park Drive, PO Box 266, Thornville, Ohio 43076**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**2023 DEL-County Road Improvements Program**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Three Million Five Hundred Eighty-Eight Thousand Eight Hundred Sixty-Five Dollars and Seventy-Five Cents (\$3,588,865.75)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

13

RESOLUTION NO. 23-351

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IN THE MATTER OF APPROVING A DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR MULBERRY ESTATES:

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

WHEREAS, on April 18, 2023, a drainage maintenance petition for Mulberry Estates (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Mulberry Estates, 15.52 acres in Genoa Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$77,306.26 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 6 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$12,884.38 per lot. An annual maintenance fee equal to 2% of this basis \$257.69 will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,546.14 has been paid to Delaware County.

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

14

RESOLUTION NO. 23-352

IN THE MATTER OF APPROVING A DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR GREENERY:

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

WHEREAS, on February 14, 2023, a drainage maintenance petition for Greenery (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Greenery, 36.90 acres in Berlin Township; and

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

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

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

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the

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improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

The cost of the drainage improvements is \$175,740.62 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 121 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore, \$29.05 per unit. An annual maintenance fee equal to 2% of this basis \$1,452.20 will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$3,515.05 has been paid to Delaware County.

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

15

RESOLUTION NO. 23-353

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>
UT2023-0078	COLUMBIA GAS	GALENA RD&US36	DIRECTIONAL BORE
UT2023-0079	BRIGHTSPEED	SR605&FANCHER RD	BURY CABLE
UT2023-0080	DEL-CO WATER	MILLS ROAD	INSTALL FIRE HYDRANT

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

16

RESOLUTION NO. 23-354

IN THE MATTER OF APPROVING SPEED LIMIT REDUCTION ON TROY ROAD (COUNTY ROAD #007):

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

WHEREAS, a request has been made by the Delaware County Engineer (the “Engineer”) that the statutory vehicular speed established by section 4511.21 of the Revised Code, is greater than that considered to be safe and reasonable on Troy Road (County Road #007) from the City of Delaware corporation limit to a point 0.64 miles north of Hills-Miller Road in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the section of road described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder, roadway characteristics and road width and development), the statutory speed limit of 55 is unrealistic upon the section of road; and

WHEREAS, the Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of section 4511.21 of the Revised Code, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations and to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on Troy Road (County Road #007) from the City of Delaware corporation limit to a point 0.64 miles north of Hills-Miller Road, in Delaware County, Ohio;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe speed limit on the section of road described above.

Section 2. Upon being advised that the Director of the Ohio Department of Transportation has determined and

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declared a revision of the speed limit on the section of road described above, the Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

17

RESOLUTION NO. 23-355

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request no later than Monday, May 1 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized subject to future appropriation, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract, and that the County Engineer is authorized to act on behalf of the Board to order up to 7,000 tons of road salt under this agreement.

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

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Commissioner Lewis

-Thank you to Jane Hawes for all of her work for the State of the County.

Commissioner Merrell

-Echo the statement made from Commissioner Lewis

Commissioner Benton

-Attended the CEBCO board retreat Thursday and Friday.

-Attended the Regional Planning meeting on Thursday evening.

-Harlem Township will have a meeting tomorrow and will discuss their long-term plan.

Recessed at 9:55 AM/Reconvened at 10:00

18

10:00A.M. RECONVENING OF FINAL HEARING FOR THE LANETTA LANE SUBDIVISION 16 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT

This project has 4 sections:

Section 1

Section 2

Section 3N

Section 3S

11:03A.M. CLOSED PUBLIC HEARING FOR THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT

Section 1

RESOLUTION NO. 23-356

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE SECTION 1 PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on April 12, 2019, a Drainage Improvement Petition for the Lanetta Lane Subdivision Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on September 12, 2019, the Board adopted Resolution No. 19-914, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Lanetta Lane Subdivision Watershed Drainage Improvement Petition Project; and

WHEREAS, on August 22, 2022, the Board opened, held, and continued the final public hearing, which was reconvened, and held, on May 1, 2023, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

Section 1

RESOLUTION NO. 23-357

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IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE SECTION 1 PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on May 1, 2023, the Delaware County Board of Commissioners (the "Board") concluded the final public hearing and, in Resolution No. 23-356, affirmed its order for the Section 1 part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Section 1 part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes October 2, 2023 as the date for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

Section 6. The county shall borrow funds to pay for the improvement. **Fifteen** years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

Section 2

RESOLUTION NO. 23-358

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE SECTION 2 PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on April 12, 2019, a Drainage Improvement Petition for the Lanetta Lane Subdivision Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on September 12, 2019, the Board adopted Resolution No. 19-914, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Lanetta Lane Subdivision Watershed Drainage Improvement Petition Project; and

WHEREAS, on August 22, 2022, the Board opened, held, and continued the final public hearing, which was reconvened, and held, on May 1, 2023, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 2. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

Section 2
RESOLUTION NO. 23-359

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE SECTION 2 PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on May 1, 2023, the Delaware County Board of Commissioners (the "Board") concluded the final public hearing and, in Resolution No. 23-358, affirmed its order for the Section 2 part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Section 2 part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes October 2, 2023 as the date for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

Section 6. The county shall borrow funds to pay for the improvement. **Fifteen** years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

Section 3N
RESOLUTION NO. 23-360

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE PETITION FOR THE SECTION 3N PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT; THE IMPROVEMENT IS NOT NECESSARY; OR THE IMPROVEMENT IS NOT CONDUCTIVE TO THE PUBLIC WELFARE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to set aside the order for and dismiss the petition for

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the Section 3N part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

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

Section 3N

RESOLUTION NO. 23-361

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE SECTION 3N PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT, INCLUDING THE COSTS INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES, BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE FINAL HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Section 3N part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project, including the costs incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules, shall be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the final hearing, and that the land owners shall be given the option to pay the costs in a single installment or over two years, in semi-annual installments, as taxes are paid. No interest shall be charged on the installments.

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

Section 3S

RESOLUTION NO. 23-362

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE PETITION FOR THE SECTION 3S PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT; THE IMPROVEMENT IS NOT NECESSARY; OR THE IMPROVEMENT IS NOT CONDUCTIVE TO THE PUBLIC WELFARE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to set aside the order for and dismiss the petition for the Section 3S part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

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

Section 3S

RESOLUTION NO. 23-363

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE SECTION 3S PART OF THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT, INCLUDING THE COSTS INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES, BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE FINAL HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Section 3S part of the Lanetta Lane Subdivision Watershed Drainage Improvement Project, including the costs incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules, shall be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the final hearing, and that the land owners shall be given the option to pay the costs in a single installment or over two years, in semi-annual installments, as taxes are paid. No interest shall be charged on the installments.

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

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RESOLUTION NO. 23-364

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

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

WHEREAS, pursuant to section 121.23(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 121.23(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of the purchase of property for public purpose and for pending or imminent litigation.

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

RESOLUTION NO. 23-365

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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

Jennifer Walraven, Clerk to the Commissioners