

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 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. Final Hearing By The Commissioners For The Proposed Norris Run Watershed Drainage Improvement

**1**  
RESOLUTION NO. 23-374

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 4, 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 May 4, 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. 23-375

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0505:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0505:

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

**4**  
RESOLUTION NO. 23-376

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY JUNE 8, 2023 AND MONDAY JUNE 12, 2023:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to cancel the Commissioners' sessions scheduled for Thursday June 8, 2023 and Monday June 12, 2023.

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

**5**  
RESOLUTION NO. 23-377

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of regular sessions of the Board, the Board wishes to specifically authorize

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

---

the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from June 6, 2023 through June 12, 2023, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners’ departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 22-995, which shall remain in full force and effect.

Section 3. This Resolution shall take effect immediately upon adoption.

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

**6  
RESOLUTION NO. 23-378**

**IN THE MATTER OF RECOGNIZING MAY 2023 AS MENTAL HEALTH MONTH IN DELAWARE COUNTY:**

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

WHEREAS, the community in which someone lives in plays a significant role in their overall health and well-being, and in meeting a person’s need for safe, stable and healthy home conditions; and

WHEREAS, the fulfillment of these needs in turn lays the foundation for achieving and maintaining good mental health; and

WHEREAS, with early and effective interventions, those individuals with mental health challenges can recover and lead full, productive lives; and

WHEREAS, the businesses, schools, government agencies, health care providers, citizens and local organizations in a community can all play a significant role in promoting mental wellness and in supporting prevention efforts.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby recognizes May 2023 as Mental Health Month in Delaware County and we call upon the people and institutions of this county to engage in our community’s efforts to increase the awareness and understanding of good mental health and to help provide appropriate and accessible services for all people.

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

**7  
RESOLUTION NO. 23-379**

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE USE OF PROCUREMENT CARDS FOR THE FACILITIES DEPARTMENT:**

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

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

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

**Amended Card for Sean Raeuchle:**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

Appointing Authority: Commissioners  
Office/Department: Facilities

Daily spending per card: \$2,000  
Monthly spending per card: \$5,000  
Single transaction limit: \$2,000  
Daily number of transactions per card: 5  
Monthly number of transactions per card: 50  
Department Coordinator: Janette Adkins

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

**8  
RESOLUTION NO. 23-380**

**IN THE MATTER OF APPROVING CHANGE ORDER OCO-12 TO THE CONSTRUCTION  
MANAGER AT RISK CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF  
COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE BYXBE CAMPUS DACC  
REDEVELOPMENT PROJECT:**

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

WHEREAS, the Director of Facilities recommends approval of change order OCO-12;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change order OCO-12 to the contract between the Delaware County Board of Commissioners and Gilbane Building Company for the Byxbe Campus DACC Redevelopment Project, as follows:

Owner Change Request



April 27, 2023

Mr. Jon Melvin  
Delaware County  
Director of Facilities, Facility Management  
1405 US Highway 23 North  
Delaware, OH 43015

Reference: Delaware County Byxbe Campus DACC Redevelopment

Subject: Request for Change  
OCO 12

Dear Mr. Melvin:

Gilbane Building Company requests authorization to proceed with the following ADDITIONAL/REDUCED scopes of work:

Scope Description:		Cost
OS-00082 - Vehicle Bay Electrical Rework		\$ 4,724
OS-00084 - Bulletin 9 - Water Meter Vault		\$ 148,877
OS-00086 - RFI 11 - High Bay Lights		\$ 10,852
OS-00088 - Bulletin 19 - AV Coordination		\$ 5,972
OS-00091 - Missing Lock Harnesses		\$ 1,392
OS-00097 - Drywall and Framing Ticket Work		\$ 10,354
OS-00098 - Bulletin 18 Drywall and Framing		\$ 5,411
OS-00099 - RFI #201 - Bldg B Corridor 178 window and plaster coverup		\$ 7,504
OS-00101 - RFI #20 - Exterior Wall Framing @ New Window Openings		\$ 9,018
OS-00103 - Bldg. B - Area A - Piping Rerout for Coiling Grill Door		\$ 3,083
OS-00106 - Building B - Modulating Dampers (Material Only)		\$ 6,241
OS-00107 - Existing Pipe Fitting Replacement		\$ 12,030
OS-00109 - Bldg C - RFI 274 Galvanized Angle for Storefront		\$ 1,575
OS-00111 - Fuel Station Shunt Trip		\$ 2,054
	Cost of Construction	\$ 229,087
	Bonds 0.600%	\$ 1,375
	Insurance 1.00%	\$ 2,291
	SDI 1.30%	\$ 2,978
	Fee 1.50%	\$ 3,536
	Total	\$ 239,264
	OS-00092 - Carpet Tile Credit	\$ (30,000)
	<b>Grand Total</b>	<b>\$ 209,264</b>

  

Schedule Impact ?	N
Days	0

  

<b>Funding Source?</b>	
Owner Change	X
Allowance	
OA #	

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

**9  
RESOLUTION NO. 23-381**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

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**COUNTY BOARD OF COMMISSIONERS AND BKM CONSTRUCTION, LLC, FOR  
DEMOLITION AND REPLACEMENT OF CITY SIDEWALK AT THE COUNTY'S HISTORIC  
COURTHOUSE:**

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and BKM Construction, LLC, for demolition and replacement of city sidewalk at the County's Historic Courthouse;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves, and authorizes the County Administrator to execute, the following agreement with BKM Construction, LLC, for demolition and replacement of city sidewalk at the County's Historic Courthouse:

**SERVICES AGREEMENT**

This Agreement is made and entered into on May 8, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and BKM Construction, LLC, 237 Curtis Street, Delaware, Ohio 43015 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will perform demolition and replacement of city sidewalk at the County's Historic Courthouse, 91 North Sandusky Street, Delaware, Ohio (the "Services"). The Contractor shall perform the Services in a workmanlike manner.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Proposal, dated April 7, 2023, attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension 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 Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 COMPENSATION**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor's Proposal.
- 4.2 For all Services, the lump sum fee shall be \$35,890.00.
- 4.3 Total compensation under this Agreement shall not exceed \$35,890.00 without subsequent modification.
- 4.4 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 PAYMENT**

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

---

5.3 The County shall pay invoices within thirty (30) days of receipt.

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

6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services in a workmanlike manner and in accordance with the Contractor's Proposal.

6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

7.2 In the case of termination, the Contractor 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.

**8 INDEMNIFICATION**

8.1 The Contractor 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 proportionate extent caused by any negligent acts, errors or omissions of the Contractor, 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.

**9 INSURANCE**

9.1 General Liability Coverage: Contractor 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.

9.2 Automobile Liability Coverage: Contractor 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.

9.3 Workers' Compensation Coverage: Contractor 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.

9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**10 MISCELLANEOUS TERMS AND CONDITIONS**

10.1 Prohibited Interests: Contractor 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. Contractor 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.

10.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

---

**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.**

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor 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 Contractor 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.
- 10.10 Drug-Free Workplace: The Contractor 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 Contractor 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.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor 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.

Contractor 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.

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

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023

RESOLUTION NO. 23-382

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT2023-0081	AEP	LIBERTY ROAD	INSTALL NEW POLES
UT2023-0082	AEP	VARIOUS	INSTALL NEW POLES
UT2023-0083	AEP	HOME ROAD	ROAD BORE
UT2023-0084	AEP	S 3B'S & K ROAD & SHERMAN ROAD	REPLACE POLES
UT2023-0085	FRONTIER	HYATTS	PLACE AERIAL CABLE
UT2023-0086	COLUMBIA GAS	ROME CORNERS ROAD	GAS MAIN
UT2023-0087	TEAM FISHEL	LEWIS CENTER ROAD	FIBER OPTIC CABLE
UT2023-0088	TEAM FISHEL	BRAUMILLER AND BERLIN STATION ROADS	PLACE DUCTS & ANCHORS

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

**11**

RESOLUTION NO. 23-383

IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR RAVINE RUN:

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

WHEREAS, on April 14, 2023, a Ditch Maintenance Petition for Ravine Run (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 Ravine Run, 15.73 acres in Orange 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 \$283,811.06 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. 14 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, \$20,272.22 per lot. An annual maintenance fee equal to 2% of this basis \$405.44 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 \$5,676.16 has been paid to Delaware County.

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023

12

RESOLUTION NO. 23-384

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS 2023 CULVERT SUPPLY CONTRACT:**

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

WHEREAS, the County Engineer has prepared the plans, specifications, and estimate for the project known as 2023 Culvert Supply Contract, which includes furnishing and installing reinforced concrete conduit, headwalls and wing walls on bedding and footings prepared by others on DEL-CR224-3.96, Steamtown Road over Indian Run in Oxford Township, DEL-CR044-4.31 Hartford Road over Tributary of North Fork Creek in Trenton Township, DEL-TR029-0.20 Green Cook Road over Tributary of Rocky Fork Creek in Harlem Township;

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

Section 1. The Board hereby approves the plans, specifications, and estimate for the project known as 2023 Culvert Supply Contract.

Section 2. The Board hereby authorizes the County Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Wednesday, May 31, 2023, at which time they will be publicly received and read aloud, for the project known as:

**2023 Culvert Supply Contract**

All proposals shall be submitted electronically through the web service [www.bidexpress.com](http://www.bidexpress.com). The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before October 31, 2023. The estimated commencement of work date is June 12, 2023.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: May 12, 2023

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

13

RESOLUTION NO. 23-385

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE OF REAL PROPERTY BETWEEN GENOA BAPTIST CHURCH AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR13-5.02, WORTHINGTON, LEWIS CENTER AND ROME CORNERS ROADS, DELAWARE COUNTY, OHIO:**

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Genoa



**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

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Baptist Church for the project known as DEL-CR13-5.02, Worthington, Lewis Center and Rome Corners Roads in Delaware County, Ohio;

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

Section 1. The Delaware County Board of Commissioners approves the contract for sale and purchase with Genoa Baptist Church for the project known as DEL-CR12-5.02, Worthington, Lewis Center and Rome Corners Roads, as follows:

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this 8<sup>th</sup> day of May, 2023, **Genoa Baptist Church whose address is 7562 Lewis Center Road, Westerville, OH 43082**, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
14-WD, CH  
DEL-CR13-5.02 PID 97431

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Thirty-Eight Thousand, Nine Hundred and Sixteen Dollars (\$38,916.00)**, which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER's covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters' rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

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6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023

not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**14**

**RESOLUTION NO. 23-386**

**IN THE MATTER OF LEVYING THE SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF ROLOSON-PIATT ROAD IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO:**

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

WHEREAS, on July 28, 2022, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 22-622, approving a development agreement with M/I Homes of Central Ohio, LLC, concerning the Berlin Farm development (the "Agreement"); and

WHEREAS, pursuant to the Agreement, M/I Homes of Central Ohio, LLC, filed a petition requesting the construction of improvements to Berlin Station Road (County Road 89) and a northerly extension of Piatt Road to be known as Roloson-Piatt Road (the "Improvements") and requesting that an assessment be levied against certain parcels benefiting from the Improvements; and

WHEREAS, the Board held a viewing of the proposed Improvements on August 29, 2022 and, on September 8, 2022, adopted Resolution No. 22-776, declaring the Board's opinion regarding the Improvements and the assessments and setting a public hearing to further consider the Improvements; and

WHEREAS, on October 3, 2022, the Board held the public hearing on the Improvements and adopted Resolution No. 22-840, proceeding with the Improvements and confirming special assessments upon the petitioner's land in accordance with Resolution No. 22-776, in an amount of \$546,000 as set forth in the petition, to be paid over a period of twenty years; and

WHEREAS, the County Engineer has certified that the Improvements have been completed and that the total cost exceeded \$546,000;

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

Section 1. The Board hereby levies the special assessments for the cost and expense of the Improvements, in accordance with Resolution No. 22-776 and Resolution No. 22-840 and the special benefits to the real estate to be assessed, in the total amount of \$546,000 to be apportioned as follows:

- A. Two Hundred Ninety Four Thousand Dollars (\$294,000.00), apportioned in the amount of \$6,000 upon each of the 49 building lots numbered 3273 through 3321 within Berlin Farm, Section 1 as recorded in Plat Book 2001, Page 845-848, Delaware County Recorder's Office. Lots numbered 3322 through 3324, which are created for the purpose of open space, shall not be assessed.
- B. Two Hundred Fifty Two Thousand Dollars (\$252,000.00) upon the 27.86 acre tract now or formerly owned by M/I Homes of Central Ohio, LCC, known as Auditor's parcel number 418-240-01-054-005. Such amount shall be apportioned equally among any future building lots platted or otherwise divided upon this parcel, not to exceed \$6,000.00 per building lot of less than 1 acre, with any balance applied equally per acre of remaining privately owned, unimproved land. Lots created for the purpose of open space shall not be assessed.

Section 2. The assessments described and levied in Section 1 shall be levied and collected over a period of twenty (20) years. The special assessments shall be placed upon the tax duplicate for 2024 and collected as taxes are collected, commencing in 2025.

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

Section 4. The Clerk of the Board is hereby directed to deliver a certified copy of this Resolution by certified

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

mail to the owner of the parcels to be assessed, M/I Homes of Central Ohio, c/o Josh Barkan, Home High, LLC, 4131 Worth Ave., 3<sup>rd</sup> Floor, Columbus, Ohio 43219.

Section 5. This Resolution shall take effect immediately upon adoption.

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

**15**

**RESOLUTION NO. 23-387**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS AND ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-TR119.056 “OLD” SAWMILL ROAD AND PRESIDENTIAL PARKWAY:**

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

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the project known as DEL-TR119.056 “Old” Sawmill Road and Presidential Parkway;

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

Section 1. The Board hereby approves the plans, specifications and estimates for the Project.

Section. The Board hereby authorizes the County Engineer to advertise for and receive bids for the Project on behalf of the Board, in accordance with the following advertisements for bids:

DEL-TR119.056 “Old” Sawmill Road and Presidential Parkway:

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am Tuesday, May 30, 2023, at which time they will be publicly received and read aloud, for the project known as:

**DEL-TR119.056  
“Old” Sawmill Road and Presidential Parkway**

All proposals shall be submitted electronically through the web service [www.bidexpress.com](http://www.bidexpress.com). The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting “Public Notices and Bids.”

The Owner requires that all work associated with the project be completed before April 1, 2024. The estimated commencement of work date is July 10, 2023.

Bidders must be pre-qualified as a Contractor by the Ohio Department of Transportation.

This is a Federal-Aid project and the Federal Equal Employment Opportunity regulations listed in the proposal shall govern. There is an 8% Disadvantaged Business Enterprises (DBE’s) participation goal on this contract.

This is a prevailing wage contract in accordance with the U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution. Bidders shall comply with all applicable provisions.

Disadvantaged Business (DBE) Requirement. DBE participation goals (Subcontracts, materials, supplies) have been set on this project for those certified as DBE's in accordance with the TEA - 21 (1998) and 49 CFR, Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code (O.R.C.).

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: May 6, 2023, May 13, 2023, May 20, 2023

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023

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

**16**

**RESOLUTION NO. 23-388**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE TITLE ADMINISTRATION FUND AS WELL AS THE GENERAL FUND AND A TRANSFER OF APPROPRIATION:**

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

WHEREAS, pursuant to section 325.33(B) of the Revised Code, if the board of county commissioners and the clerk of courts agree that the money in the clerk of courts certificate of title administration fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code, the excess may be transferred to the county general fund and used for other county purposes; and

WHEREAS, in the 2023 requested budget, the Delaware County Clerk of Courts included appropriations to transfer an excess balance of \$1,000,000 within the Clerk’s Certificate of Title Administration Fund to the County General Fund in support of the capital costs associated with the Byxbe Campus project, and this budget request was included in the 2023 appropriation measure as approved by the Board of Commissioners on December 22, 2022;

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

Section 1. The Board hereby agrees that the money in the Clerk’s Certificate of Title Administration Fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code and that the excess, in the amount of \$1,000,000, may be transferred to the County General Fund in quarterly increments for the purpose of contributing to the capital costs associated with the Byxbe Campus project. Accordingly, the Board hereby approves the following transactions:

**Transfer of Funds**

<b>From:</b>	<b>To:</b>	
24820101-5801 Title Administration/Interfund Cash Transfer	10011102-4601 Commissioners General/Interfund Revenues	\$250,000.00
10011102-5801 Commissioners General/Interfund Cash Transfer	42011438-4601 Capital Improvements/Interfund Revenues	\$250,000.00
10011102-5801 Commissioners General/Interfund Cash Transfer	42011438-4601 Capital Improvements Reserve/Interfund Revenues	\$875,253.50

Section 2. The Board hereby approves the following transfer of appropriations:

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
40111402-5410 Permanent Improvement/Building & Improve	40111402-5260 Permanent Improvement/Inv Tools & Equipment	\$40,000.00

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

**17**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator

-The TID Meeting will be moving from this Wednesday to next Wednesday, May 17<sup>th</sup> at 9:30 AM

Dawn Huston, Deputy Administrator

-No reports.

Aric Hochstettler, Deputy Administrator

-No reports.

**18**

**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Merrell

-The Foster Care Appreciation dinner is tomorrow night.

-Will be attending the CCAO/CCEO Central Region meeting.

Commissioner Lewis

-Attended the DELCO Wolf Water Center grand opening.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023**

---

-The Gazette published an article on May 6<sup>th</sup> from our Prosecutor Schiffel regarding taking responsibility for your actions.

Commissioner Benton

- Attended the MORPC executive meeting last Thursday.
- Participated in a CCAO JEDI call on Friday. Our Deputy Administrator/General Counsel Aric Hochstettler gave a presentation concerning imminent domain.
- The Point in Delaware City will have a groundbreaking ceremony tomorrow.
- Will be attending the Foster Parent dinner tomorrow.
- The Central Ohio Symphony will have a concert on Wednesday featuring 4<sup>th</sup> graders.
- Attended an event at COSI on Saturday.

**RECESS 9:53 AM/RECONVENE 1:30 PM**

**20**

**1:30P.M. FINAL HEARING FOR THE NORRIS RUN WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT**

**The Proposed Norris Run Watershed Drainage Improvement Project Has 8 Potential Parts:**

- Norris Run Main**
- Prugh #571 Section 1**
- Prugh #571 Section 2**
- Hadley #109**
- Price #179**
- Lewis #130**
- Wilson #87 Main**
- Wilson #87 Lateral**

**RESOLUTION NO. 23-389**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS  
ACKNOWLEDGING RECEIPT OF AND ACCEPTING FOR CONSIDERATION, IN PART, AND  
REJECTING FOR CONSIDERATION, IN PART, THE EXCEPTIONS TO ASSESSMENT AND  
COMPENSATION FILED ON BEHALF OF MYRMIDON FARMS LLC AND KAB FARMS LLC  
FOR THE NORRIS RUN WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, on December 8, 2016, a drainage improvement petition for the Norris Run Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on May 18, 2017, the Board adopted Resolution No. 17-532, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Norris Run Watershed Drainage Improvement Petition Project; and

WHEREAS, on May 8, 2023, the Board convened the final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Norris Run Watershed Drainage Improvement Project; and

WHEREAS, an owner may file an exception to the assessments or a claim for compensation or damages with the Clerk of the Board of County Commissioners not less than five days before the date fixed for the final hearing, and exceptions or claims must meet the requirements of section 6131.17 of the Revised Code; and

WHEREAS, on May 2, 2023, Plank Law Firm, representing Myrmidon Farms LLC and KAB Farms LLC, filed a document titled "Owner's Objections to Improvement and Exceptions to Assessment and Compensation" for the Norris Run Watershed Drainage Improvement Project (marked by the Clerk as "Exhibit AA" and available in the Commissioners' Office file for the Norris Run Watershed Drainage Improvement Project);

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

Section 1. The Board hereby acknowledges the timely receipt of the document marked as Exhibit AA, which shall be accepted as the owners' comments on the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby accepts for consideration the document marked as Exhibit AA to the extent it is submitted as an exception to the county engineer's schedules of assessments, pursuant to section 6131.17 of the Revised Code.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2023

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Section 3. The Board hereby rejects and refuses to consider the document marked as Exhibit AA to the extent it is submitted as a claim for damages or compensation because the document does not meet all the requirements of section 6131.17 of the Revised Code, specifically failing to include the amount claimed.

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

**RESOLUTION 23-390**

**IN THE MATTER OF DENYING THE EXCEPTION TO THE SCHEDULE OF ASSESSMENT FILED ON BEHALF OF MYRMIDON FARMS LLC AND KAB FARMS LLC FOR THE NORRIS RUN WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mr. Benton, seconded by Mr. Merrell to deny the exception to the schedule of assessment filed on behalf of Myrmidon Farms LLC and KAB Farms LLC for the Norris Run Watershed Drainage Improvement Projects.

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

**RESOLUTION NO. 23-391**

**IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF THE NORRIS RUN WATERSHED DRAINAGE IMPROVEMENT PROJECT TO MONDAY, AUGUST 7, 2023 AT 1:30 P.M.:**

It was moved by Mr. Merrell, seconded by Mr. Benton to continue the hearing until Monday, August 7, 2023 at 1:30 P.M.

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

There being no further business, the meeting adjourned.

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

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

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

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners