

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 8, 2024**

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

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

**10:00 A.M. Public Hearing For Consideration Of The Felkner #302 Drainage Improvement Petition**

**1  
RESOLUTION NO. 24-100**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 5, 2024:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 5, 2024; 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 Absent

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 24-101**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0207, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0207:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0207, memo transfers in batch numbers MTAPR 0207 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2401883	DELL MARKETING LP	7 DELL OPTIPLEX 7410 COMPUTERS	66211900 - 5260	7,112.00
R2401941	B & C COMMUNICATIONS INC	RADIO AGREEMENT 2 24-1 25	21411306 - 5325	5,586.00
R2401961	XYLEM WATER SOLUTIONS USA INC	FLYGT PUMP REPAIR PARTS	66211900 - 5228	30,000.00

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

**4  
RESOLUTION NO. 24-102**

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

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

The Delaware County Commissioners' Office is requesting that Capt. Jarrod Tupps from Emergency Medical Services attend FDIC and JEMS Conference in Indianapolis, IN from April 16 – April 20, 2024; at the cost of \$2,127.00.

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The Delaware County Commissioners’ Office is requesting that Lt. Shawn Coontz from Emergency Medical Services attend FDIC and JEMS Conference in Indianapolis, IN from April 16 – April 20, 2024; at the cost of \$2,009.50.

The Delaware County Commissioners’ Office is requesting that Kami Paine from Emergency Medical Services attend FDIC and JEMS Conference in Indianapolis, IN from April 16 – April 20, 2024; at the cost of \$2,009.50.

The Delaware County Commissioners’ Office is requesting that Director Jeff Fishel from Emergency Medical Services attend FDIC and JEMS Conference in Indianapolis, IN from April 16 – April 20, 2024; at the cost of \$2,127.00.

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

**5  
RESOLUTION NO. 24-103**

**IN THE MATTER OF APPROVING A FINAL PLAN FOR IMPLEMENTING AND OPERATING A COUNTYWIDE 9-1-1 SYSTEM:**

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

WHEREAS, the State of Ohio enacted Am. Sub. H. B. No. 33 (135<sup>th</sup> General Assembly), which includes, in pertinent part, amendments to Chapter 128 of the Revised Code, which were effective on October 3, 2023; and

WHEREAS, pursuant to section 128.06(C)(2) of the Revised Code, the board of county commissioners shall serve as the 9-1-1 program review committee; and

WHEREAS, pursuant to section 128.07(B)(2) of the Revised Code, the 9-1-1 program review committee shall file a copy of its final plan with the Ohio 9-1-1 Program Office not later than six months after the effective date of this amendment; and

WHEREAS, pursuant to section 128.08 of the Revised Code, a board of county commissioners shall act by resolution to approve or disapprove the final plan;

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

Section 1. The Board hereby approves the new Delaware County Final Plan.

Section 2. This Resolution shall be effective immediately upon adoption.

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

**6  
RESOLUTION NO. 24-104**

**IN THE MATTER OF ESTABLISHING A NEW FUND AND NEW ORGANIZATION KEY, APPROVING SUPPLEMENTAL APPROPRIATIONS, A REVISED REVENUE ESTIMATE AND AN ADVANCE OF FUNDS FOR THE LEAD SAFE GRANT:**

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

<b>New Fund</b>		
308	Lead Safe Grant	
<b>New Organization Key</b>		
30811344	Lead Safe Grant	
<b>Supplemental Appropriation</b>		
30811344-5601	Lead Safe Grant/Grants in Aid	511,000.00
<b>Revenue Estimate Revision</b>		
30811344-4509	Lead Safe Grant/Federal Grants A	511,000.00
<b>Advance of Funds</b>		
<b>From:</b>	<b>To:</b>	

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10011102-8500	30811344-8400	
Commissioners General/Advance Out	Lead Safe Grant/Advance In	511,000.00

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

**7  
RESOLUTION NO. 24-105**

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE OHIO BROWNFIELD REMEDIATION GRANT PROGRAM FOR THE COMMISSIONER’S OFFICE:**

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

WHEREAS, the Director of Finance requests authorization to submit an application for the following grant to be used for the removal of underground fuel storage tanks within the 1405 US Highway 23 North property:

Source:	Ohio Department of Development
Grant Period:	July 4, 2023 – June 30, 2025
Grant Amount:	\$44,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$44,000.00

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

Section 1. The Board hereby authorizes the submitting of an application for the Ohio Brownfield Remediation Grant.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Director of Finance shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

**8  
RESOLUTION NO. 24-106**

**IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:**

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Byxbe Campus Meeting Room for a Township Meeting hosted by the Delaware County Township Association on March 14, 2024; at no cost.

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

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**RESOLUTION NO. 24-107**

**IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:**

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Parking Lot located at 145 Union Street, for public parking with DCT Shuttle for the Delaware Arts Festival hosted by the Delaware Arts Festival Association on May 18-19, 2024; at no cost.

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

10

**RESOLUTION NO. 24-108**

**IN THE MATTER OF APPROVING THE CONTINUATION OF THE JOINT VENTURE AGREEMENT BY AND AMONG THE CITY OF DELAWARE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND OHIO WESLEYAN UNIVERSITY IN SUPPORT OF THE DELAWARE ENTREPRENEURIAL CENTER AT OHIO WESLEYAN UNIVERSITY:**

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

WHEREAS, the Director of Economic Development recommends approval of the continuation of the joint venture agreement by and among the City of Delaware, the Delaware County Board of Commissioners, and Ohio Wesleyan University in support of the Delaware Entrepreneurial Center at Ohio Wesleyan University;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the continuation of the joint venture agreement by and among the City of Delaware, the Delaware County Board of Commissioners, and Ohio Wesleyan University in support of the Delaware Entrepreneurial Center at Ohio Wesleyan University:

**Continuation of Joint Venture Agreement  
For  
The Delaware Entrepreneurial Center**

This continuation of joint venture agreement (“Agreement”) is entered into on February 8, 2024 (“Effective Date”) by and among the City of Delaware (“City”), the Delaware County Board of Commissioners (“County”), and Ohio Wesleyan University (“University”) (which together are sometimes referred to collectively as the “Parties”).

**RECITALS**

- A. In 2018, the University, County and City entered into a joint venture agreement in support of The Delaware Entrepreneurial Center at Ohio Wesleyan University (“Center”).
- B. The Center serves the University, County and City by providing a year-round, unique working environment that promotes the entrepreneurial mindset, innovative thinking, collaboration, exploration and the creation of social, political or economic value for its various constituents.
- C. In particular, the Center addresses two primary needs of equal significance:
  - The Center provides City and County residents with an all-encompassing facility where they can research, plan, and execute a business startup within a designated timeframe by the Operations Committee (the Center is not to serve as a permanent home for new businesses). In addition, those residents have on-going support through a space that will provide an innovative work environment, relevant programming, and

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professional support.

The Center functions as a teaching tool, giving University students access to hands-on, practical working experiences with the entrepreneurial world.

D. The original joint venture agreement provided for funding through 2022, and the Parties wish to enter into this Agreement to provide for the continued support of the Center.

NOW, THEREFORE, in consideration of the premises and covenants stated herein, including the recitals, the Parties hereto agree as follows:

**1. The Center**

1.1. In order to continue providing a location for the Center, the University will:

1.1.1. Maintain the Center in its current location or a suitable replacement location as the Parties may agree in writing.

1.2. Within the Center, the University shall make available dedicated desk and work space for Center staff, with space available to the County and City on an as needed basis.

1.3. The City and County shall aid the University in obtaining paying tenant/members for the Center.

1.3.1. A metric will be established annually by the Operations Committee (as hereinafter defined) and presented to the Advisory Board (as hereinafter defined) to provide goals for City and County involvement in new member development.

**2. Term** – This Agreement shall have an initial term from the Effective Date through December 31, 2025. Subject to the mutual agreement of the Parties by written agreement or amendment of this Agreement, the Agreement may be extended under the same terms and conditions. It is the intent of Section 2 to allow all Parties to have an agreed upon mechanism to continue this Agreement if each party desires to do so at the completion of the term. However, it is not the intent of this section to bind or influence future elected, appointed or governing boards to continue this Agreement if they do not desire to do so under these set terms or any terms.

**3. Contributions and Payments; Audit**

3.1. The City and the County agree to make annual contributions to the Center in the amount of \$50,000 each, once a year for each calendar year of the term of this Agreement, with the 2023 annual contribution due within thirty (30) days after the Effective Date, and the annual contribution in subsequent years due by January 31st of each subsequent calendar year, subject to Section 3.3.

3.2. In addition to the annual contribution(s) provided for in Section 3.1, the City and the County each agree to make a one-time contribution of \$25,000 to fund an administrative manager position for the Center. The University shall make best efforts to hire an administrative manager as soon as practicable after the Effective Date and shall consult the City and the County with respect to the screening and consideration of applicants for the position.

3.3. The City and the County's annual contributions for any subsequent calendar year shall be subject to separate appropriation by the City and the County, and failure to appropriate shall not constitute an event of default hereunder.

3.4. The University's ongoing contribution to the Center will be in-kind, which includes, by way of example, staffing and management of the Center and operation and maintenance of the Center, as described in greater detail below. Estimated value of annual in-kind contribution is: \$217,650.

3.5. The City and County annual contributions will be used for programming and operational expenses at the Center, with the University paying to operate and maintain the Center itself.

3.6. Further, if the Advisory Board (as hereinafter defined) determines that the Center is not meeting expectations as previously established by the Advisory Board, then the City and/or County reserve the right not to make a payment in any given year until the party is satisfied.

3.7. Further, if at a period of time within the term of this Agreement the Center begins to generate revenue in excess of operational expenses, then the Advisory Board will evaluate the concept of a reduction in the City's and/or County's financial obligation in a manner that properly reflects the revenue being generated.

3.8. The Center will pay rent to the University at a below-market gross rent (which is inclusive of all services) of \$60,000.00 annually, due and payable in equal monthly installments of \$5,000.00 on the first of each month.

3.9. Third party lessees and licensees will be responsible for payment to the Center based upon their monthly leases or periodic licenses, along with any ancillary services they choose to purchase from the

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University that are not part of their gross rent or licensing fee. Those services may include by way of example:

- 3.9.1. Printing;
- 3.9.2. Photocopying and duplicating; and
- 3.9.3. Memberships to the Simpson Querrey Fitness Center.

3.10. The Parties agree and acknowledge that the City and County shall have the right, at reasonable times and at a place designated by the University, to audit the financial records and documents of the Center.

**4. Overall Governance and Day-to-Day Management & Operations**

**4.1. Governance**

- 4.1.1. The Center will maintain an advisory board comprised of seven (7) members (“Advisory Board”):
  - 4.1.1.1. The County Economic Development Director and the President of the Board of County Commissioners or designee;
  - 4.1.1.2. The City Economic Development Director and the City Manager or designee;
  - 4.1.1.3. The President of the University; and one other delegate his/her choosing.
  - 4.1.1.4. One (1) Member-at-Large, will be selected by a simple majority of the members of the Advisory Board from the entrepreneurial Delaware County community.
    - 4.1.1.4.1. Each Member-at-Large shall serve a term of two (2) years, with the terms as established in the original joint venture agreement.
    - 4.1.1.4.2. In the event a Member-at-Large is not able to complete a term and resigns or is removed by a simple majority of the Advisory Board, then the other members of the Advisory Board shall select another individual to serve out the balance of that term.
    - 4.1.1.4.3. A Member-at-Large may not serve more than two (2) consecutive terms, not including any partial term served.
  - 4.1.1.5. The Director of the Center will serve as a non-voting member of the Advisory Board and will be responsible for the management and preparation of Board materials

4.1.2. The Advisory Board will elect a chairperson from the University President, City Manager, and County Commissioner. The chair role will be reassessed every three years and agreed upon by a majority vote.

4.1.3. The Advisory Board will meet twice a year to review Center operations, including the Center budget, operating results, programming and service to the various constituencies. Advisory Board decisions will be made by a simple majority vote. The Advisory Board shall have no authority to alter or amend the terms of this Agreement in any way, including by way of example rather than limitation, take any action with regard to relieving the City or County with regard to Contributions and Payments under Section 3.

4.1.4. In addition to the Recitals at the beginning of this Agreement, the University, County and City agree to follow and apply the Guiding Principles attached here as Exhibit A.

**4.2. Management and Operations**

4.2.1. The Advisory Board shall maintain the operations committee (“Operations Committee”) comprised of five members:

- 4.2.1.1. The County Economic Development Director; or designee
- 4.2.1.2. The City Economic Development Director; or designee
- 4.2.1.3. The University’s Chief Financial Officer; or designee
- 4.2.1.4. The Center Director; and
- 4.2.1.5. The Business Faculty member designated as the Entrepreneurial Faculty person

4.2.2. The Operations Committee will meet bi-monthly to review the Center budget, operating results, programming and service to the various constituents and will report results to the Advisory Board at its bi-annual meetings.

4.2.3. The Director of the Center (“Director”) will be hired by a search committee managed by the University. The Director will lead a team consisting of an administrative manager. The Director will report to the Executive Director of OWU Connection. This person’s responsibilities will include, by way of example:

- 4.2.3.1. Leasing Center space;
  - 4.2.3.1.1. Any lease agreement with a company with a proven track record of experience or ownership of significant assets must be submitted to the governing board of the Center for review and approval before being authorized
- 4.2.3.2. Scheduling and managing the Center calendar;
- 4.2.3.3. Programming for the Center;
- 4.2.3.4. Serving as the liaison between the University and Center for support, such as accounting, janitorial and housekeeping, and information technology, insurance, landscaping, maintenance and repairs and utilities.
- 4.2.3.5. Increasing Center scope and presence in the community
- 4.2.3.6. Providing quarterly reports to the Advisory Board.

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**5. Insurance** – In addition to insuring the Center in the amounts and coverages that are consistent with University practices.

5.1. The Parties agree and acknowledge that all Center improvements, furniture, fixtures and equipment will be considered University property both during the term of this Agreement and after. Further, that the University, before, during and after the term of this Agreement, will retain all legal right, title and interest to the Center and all such improvements, furniture, fixtures and equipment, with no such rights, legal or equitable, claimed or reserved by the City or the County.

5.2. The University will purchase and maintain a Non-Profit Management Liability Policy to cover additional insurance needs related to the operation of doing business as DEC OWU and additionally covering DEC OWU staff and Advisory Board Members. This policy shall be secured by the Effective Date, and the University shall provide proof of coverage to the City and the County upon request.

**6. Miscellaneous**

6.1. Any person executing this Agreement in a representative capacity warrants that he or she has been duly authorized by his or her party to execute this Agreement on such party's behalf, except that in the case of the University, the parties agree and acknowledge that the calendar of meetings for the University Board of Trustees is such that the authority of the person signing on behalf of the University may be subject to final approval and ratification by the University Board of Trustees at the time of signing for the City and County.

6.2. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, being the State where the Center is located and where this Agreement has been drawn, executed and is to be performed. The captions used in this Agreement are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Agreement or any part hereof. Each party shall bear its own expenses in the preparation, review and execution of this Agreement.

6.3. Apart from their mutual aid and support for the Center, the Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever make any Party the partner, agent or legal representative of any other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party to this Agreement shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other Party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided.

6.4. This Agreement embodies the entire agreement between University, County and City with respect to the Center, and shall not be modified, changed or altered in any respect, except in writing, executed by duly authorized individuals acting on behalf of all three Parties.

6.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Agreement; provided, that, it shall only be necessary to produce one (1) duplicate of this Agreement for proof.

6.6. The Effective Date shall be the date that this Agreement is fully executed on behalf of the City, County and University.

**Exhibit A  
Guiding Principles  
of the  
The Delaware Entrepreneurial Center**

**Mission**

To create an entrepreneurial hub for Ohio Wesleyan University and the City and County of Delaware, Ohio (Community) that facilitates value creation through education, outreach, and innovative space.

**Vision**

To be the entrepreneurial thought leaders in our Community who work to improve our local economic, cultural and social population through the creation of value. We accomplish this through well-designed and flexible physical space, providing high quality programming and resources to our constituents that help them grow.

**Objectives:**

- Provide Theory to Practice learning opportunities for students of Ohio Wesleyan as well as educational opportunities and outreach to the Community at large.
- Stimulate the entrepreneurial spirit and provide a strong knowledge base that enables our Communities to act on their creative and innovative ideas.
- Contribute to the competitiveness of the local economy by providing the next generation of business, thought, and service leaders access to industry experts, shared services, cost sharing and co-working

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- spaces.
- Become the entrepreneurial hub for our Community that helps to accelerate local growth, retain firms and create high value employment.

**Core Values:**

Accountability: We account for our activities, accept responsibility for them and disclose their results in a transparent manner.

Collaboration: We accomplish more through collaboration with others than by ourselves.

Innovation: We have an unquenchable curiosity for knowing how, when, and why while valuing creativity which allows us to see the world as filled with opportunity.

Integrity: The most important human asset is our integrity; integrity is more important than money.

Respect: We must gain the respect of others and appropriately respect others.

Diversity: We value a community that is broadly diverse.

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

**11  
10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE FELKNER #302 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY CALVIN FINKS:**

The Board of Commissioners opened the hearing at 10:00 A.M.

The Board of Commissioners closed the hearing at 10:25 A.M.

**RESOLUTION NO. 24-109**

**IN THE MATTER OF DISMISSING THE FELKNER #302 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY CALVIN FINKS:**

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

WHEREAS, on July 25, 2023, a petition for the Felkner #302 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on November 13, 2023, the Board conducted a view of the proposed improvement; and

WHEREAS, on February 8, 2024, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that (one or more of the following) the proposed improvement is not necessary, the proposed improvement will not be conducive to the public welfare, or the estimated cost of the proposed improvement will exceed the benefits to be derived if it is constructed. Accordingly, the Board hereby dismisses the petition for the proposed improvement.

Section 2. The petitioners' bond shall cover all the costs incurred in the proceedings, including the costs incurred by the engineer in making preliminary reports, pursuant to section 6131.09 of the Revised Code. The Board approves establishing a new organization key for the costs incurred during the Felkner #302 watershed Drainage Improvement Petition process 40311500.

Section 3. 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.



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

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

**ADMINISTRATOR REPORTS**

**CA Davies** – No comments

**DCA Huston** – No comments

**Attorney Hochstettler** – No comments

**COMMISSIONERS’ COMMITTEES REPORTS**

**Mr. Merrell** – Attended a “Room to Grow” Meeting on 02/07/24, and will be attending the CORSA Board meeting this afternoon.

**Mrs. Lewis** – Attended an EMA meeting on 02/07/24 where the 5 year mitigation plan was passed. Will be leaving next week for a Legislative meeting in Washington, D.C., along with Alex McCarthy, Director of EMA.

**Regular Session adjourned at 9:40 a.m. and will reconvene at 10:00 a.m. for Drainage Hearing**

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Jeff Benton

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

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

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