

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 14, 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

**1
RESOLUTION NO. 24-815**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 7, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 7, 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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-816**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1011:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1011 and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
(P2402492) DLZ Ohio Inc	SRF Operations & Maintenance	66211900-5301	\$10,000.00
(P2401311) CCC Environmental	SRF Operations & Maintenance	66211900-5328	\$10,000.00
(P2403979) Prime Construction	Capital Development	66611900-5415	\$15,000.00
(P2401258) Smartbill LTD	SRF Operations & Maintenance	66211900-5313	\$1,300.00
(P2400946) Soil & Water	Building Safety	10011301-5301	\$12,200.00
(P2403391) UMCH	Children Services	22511607-5350	\$11,820.00
(P2403393) Village Network	FCF System of Care	70161605-5348	\$30,500.00
(P2404503) Be Safe Visitation	Children Services	22511607-5348	\$5,000.00
(P2402401) HM Company	Emergency Medical Services	10011303-5260	\$5,300.00

PR Number	Vendor Name	Line Description	Account	Amount
R2404624	DALMATIAN FIRE	MAINTENANCE AGREEMENT	10011105 - 5325	\$ 70,268.00
R2404676	VES LLC	VRPATIENTS ANNUAL SOFTWARE	10011303 - 5320	\$ 10,500.00
R2404714	PUBLIC CONSULTING GROUP LLC	EMS BILLING SVCS	10011303 - 5301	\$ 70,000.00
R2404742	NINTH BRAIN SUITE LLC	NINTH BRAIN ANNUAL 2024-2025	10011303 - 5320	\$ 25,650.00
R2404837	GGC WHOLESALE FLOORING LLC	149 BUILDING FLOORING-CARPET PROJECT	40111402 - 5410	\$ 5,953.00
R2404891	MCFARLAND,TODD B	RETURN PAYMENT ON DISMISSED HOOVER	40311475 - 5319	\$ 6,308.91
R2404903	CAPITAL FIRE PROTECTION CO INC	FIRE ALARM SYSTEM	66211900 - 5410	\$ 31,675.00

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

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**4
RESOLUTION NO. 24-817**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Captain Scott Gano attend the Air Medical Transport Conference (AMTC) on various dates from November 2–7, 2024, in Salt Lake City, Utah; at the cost of \$2,772.00.

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

**5
RESOLUTION NO. 24-818**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2025, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

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

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Delaware County, has submitted an application to the Delaware County Board of Commissioners (the “Board”) for domestic violence funds for 2025, the application having been filed prior to the deadline of October 1, 2024; and

WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant’s eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

Section 1. The Board hereby acknowledges receipt of an application for 2025 domestic violence funds from Turning Point shelter in Delaware, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2025 at \$33,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

**6
RESOLUTION 24-819**

IN THE MATTER OF APPROVING AN UPDATED RECOMMENDATION BY THE DELAWARE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE FOR THE APPOINTMENT OF REPRESENTATIVES:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to adopt the following Resolution:

WHEREAS, in accordance with section 3750.03(B) of the Revised Code, the State Emergency Response Commission shall appoint the members of the Delaware County Local Emergency Planning Committee (“LEPC”) from a list of persons submitted by the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, the LEPC recommends the Board submit the following person to be nominated as a representative to the LEPC, subject to appointment by the State Emergency Response Commission, for the

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period ending August 13, 2025:

Representative:

Name	Title	Employer	Sector
Emily Hesselbein	Disaster Program Manager	American Red Cross	Community

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the LEPC’s recommendation, approves this person to be nominated as a representative to the LEPC, and authorizes submitting this person to the State Emergency Response Commission for consideration of appointment to the LEPC.

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

**7
RESOLUTION NO. 24-820**

IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PERRY PROTECH FOR THE DELAWARE COUNTY DEPARTMENT OF BUILDING SAFETY AND THE DELAWARE COUNTY REGIONAL SEWER DISTRICT LARGE FORMAT COPIER/SCANNER MAINTENANCE:

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

WHEREAS, the Director of the Regional Sewer District and the Chief Building Official of the Department of Building Safety recommends approval of the Services Agreement between the Delaware County Board of Commissioners and Perry ProTech for the Delaware County Department of Building Safety and the Regional Sewer District large format copier/scanner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Services Agreement between the Delaware County Board of Commissioners and Perry ProTech for the Delaware County Department of Building Safety and the Regional Sewer District large format copier/scanner, as follows:

**SERVICES AGREEMENT
Delaware County Department of Building Safety and the Regional Sewer District Large Format Copier/Scanner Maintenance**



Customer Number DC80

Tax ID#

MAINTENANCE AGREEMENT

CUSTOMER INFORMATION

FULL LEGAL NAME Delaware County of			STREET ADDRESS 1610 State Route 521		
CITY Delaware	STATE OH	ZIP 43015-7705	PHONE 740-833-2000	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS 1610 State Route 521		
CITY Delaware	STATE OH	ZIP 43015-7705	E-MAIL		
EQUIPMENT LOCATION (IF DIFFERENT THAN ABOVE) 1610 State Route 521 Delaware, OH 43015-7705					

\$35.00 includes 1,000 square feet billed monthly with overages billed monthly at \$.035 per square foot. Parts and labor included. Toner excluded.

Contract Allowances, Frequencies and Amounts

Device	QTY	Mono Allowance	Mono Overage Rate	Mono Base Amount	Mono Base Meter Frequency	Mono Overage Meter Frequency	Color Allowance	Color Overage Rate	Color Base Amount	Color Base Meter Frequency	Color Overage Meter Frequency
RI-RI IM CW2200 Wide Format Color Inkjet	1				Monthly	Monthly	0		\$0.00	Monthly	Monthly

Customer declines benefits of maintenance programs (Initial) _____ New Contract Renewal

The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No change, alteration or amendments of the terms or conditions of this agreement are authorized or effective unless they have been agreed to in writing by an officer of PERRY proTECH.

Customer Acceptance _____ Date _____ PERRY proTECH Representative _____
Sales Managers _____ Corporate _____
Approval _____ Approval _____ Rep# _____

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Maintenance Agreement Terms & Conditions

- 1) General Scope of Coverage. This Agreement covers both the labor and the parts (excluding parts and supplies listed as Consumables below) for maintenance as necessitated by the normal use of the equipment. Parts replaced become the property of PERRY proTECH. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than PERRY proTECH personnel, or any force of nature, or any other cause out of PERRY proTECH's control are not covered. Operator Error Calls and Computer Network problems are not in the Scope of Services. You are responsible for daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, etc.
- 2) For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot of paper passed. 8.5 x 14 and larger shall be charged at 2 Clicks. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. In the event that scans exceed click output, Perry proTECH reserves the right to charge for scans at 1 click each.
- 3) Service calls under this Agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. (Eastern Time Zone) Monday through Friday, excluding PERRY proTECH observed holidays. PERRY proTECH shall not be liable for non-performance or a delay in performance of its obligations under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of PERRY proTECH or its suppliers. PERRY proTECH shall not be in breach of this Agreement due to a supplier's inability to provide parts and/or supplies. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.
- 4) This Agreement shall be invoiced for and commence upon the date of Delivery and Acceptance and shall continue for a term of thirty-six (36) months. All supplies remain the property of PERRY proTECH until installation in a machine. In the case of cancellation, for any reason, You agree to return, or pay for, all unused supplies covered under this Agreement to PERRY proTECH.
- 5) You are required to submit monthly meter readings to PERRY proTECH. PERRY proTECH will provide software for the purpose of automatically collecting and reporting meter readings, reporting of supply levels and remote diagnostic repairs. Customer authorizes and agrees to the installation of this software throughout this Agreement. In the event the software installation is declined, the submission of meter reading is required, and an administrative fee will be assessed for managing the manual retrieval and entry for these meters.
- 6) ALL METER OVERAGES ARE DUE PERRY PROTECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, PERRY proTECH, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected. Any disputed meter read must be disputed within 90 days of the date of the invoice.
- 7) Equipment covered under this Agreement must be in good condition according to PERRY proTECH and manufacturer's specifications, before it can be accepted for maintenance. You agree to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to PERRY proTECH and manufacturer's specifications.
- 8) You must provide a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with U/L and manufacturer's requirements. The customer also agrees to make available and designate a qualified individual for key-operator training on the equipment.
- 9) The equipment is designed to give excellent performance with PERRY proTECH provided supplies and with papers that meet the manufacturer's specifications. PERRY proTECH will provide customer an on hand stock of supplies for up to Thirty (30) days, based on historical or anticipated usage. If the customer uses other than PERRY proTECH provided supplies or any papers or media that do not meet the manufacturer's specifications for the equipment, and if such supplies and/or papers or media are defective or are not acceptable for use in the equipment, cause poor image quality, frequent service calls or service problems, then PERRY proTECH may at its option, terminate this Agreement. In the event of termination, by PERRY proTECH the unused portion of the maintenance charge will be forfeited, and You will be offered service on a "Per Call" basis at published rates.
- 10) PERRY proTECH must approve, in advance, any change in location of the equipment within the facility or to another facility. If the equipment is moved to a new service zone, You agree to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond PERRY proTECH service territory, then PERRY proTECH may, at its option, terminate this agreement.
- 11) The removal, moving and installation of equipment are not covered nor authorized under this agreement. Any movement of equipment by the customer resulting in the need for PERRY proTECH to make equipment repair, configuration adjustments or other network services to restore functional capabilities will require an

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amendment to this Agreement before PERRY proTECH will provide such services, which will be billed at the current network service rates.

12) In the event PERRY proTECH is unable to obtain repair or replacement parts due to the limitation or discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, PERRY proTECH will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with PERRY proTECH.

13) PERRY proTECH reserves the right to withhold service in the event the customer's overall account balance is delinquent based on PERRY proTECH's payment terms on any Agreement between the Parties in effect at that time. PERRY proTECH payment terms are Net Thirty (30) Days.

14) Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall require an amendment to this Agreement before PERRY proTECH will provide such services, which will be at PERRY proTECH's published network service rate.

15) For color systems, color calibration from the customer's computer is not covered under this agreement.

16) The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall PERRY proTECH be held responsible for any loss of data. It is Your obligation to remove any data prior to return of the equipment. You agree to maintain insurance on the Equipment at no less than the full purchase price, adding PERRY proTECH as an additional insured. Your insurance shall be the primary coverage for any recovery for physical damage or loss to the Equipment. PERRY proTECH shall maintain commercial general liability insurance with limits of at least \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The customer and the Delaware County Board of Commissioners shall be added as additional insured. PERRY proTECH shall also maintain workers' compensation coverage as required by the laws of the State of Ohio.

17) Other than the obligations set forth herein, PERRY proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PERRY PROTECH SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.

18) This Maintenance Agreement or any portion is non-cancelable, irrevocable, and non-refundable except as specifically stated in the foregoing statements.

19) PERRY proTECH recognizes that it must conduct its activities in a manner designed to protect any information concerning You (such information hereinafter referred to as "Client Information") from improper use or disclosure. PERRY proTECH agrees to use its best efforts to treat Your Information on a confidential basis. PERRY proTECH agrees not to disclose Your Information to any person, firm or corporation that does not have a need to know said information. From time to time, Supplier may extend to us promotions for Equipment under this Agreement and You agree PERRY proTECH may provide Supplier information regarding the Equipment.

20) Where payments towards charges are made by the customer through a credit/debit card, an additional processing fee will be charged towards credit card fees.

21) Depending on the make and model of the equipment, Consumables may be excluded from this agreement. Consumables include, but are not limited to toner, developer, imaging units/drum cartridges, waste containers, paper, thermal paper, staples, MICR Toner, maintenance kits, print cartridges, PM kits, cleaning supplies, cutting blades, Ink, ink drums, masters, binding supplies, cleaning webs, cassettes, trays, filters.

22) To the fullest extent of the law and without limitation, PERRY proTECH agrees to indemnify and hold harmless the customer, the Delaware County Board of Commissioners, and its officials and employees, against and from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to, attorney fees, arising out of or resulting from any accident, injury, or occurrence arising from the negligent actions, inactions, or omissions of PERRY proTECH, or its employees, agents, subcontractors, or representatives, during performance of this Agreement.

23) PERRY proTECH shall act as an independent contractor in performance of this Agreement. No agency, employment, joint venture, or partnership has been or will be created between the customer and PERRY proTECH as a result of this Agreement. PERRY proTECH assumes all responsibility for the compensation and benefits, and the tax liabilities arising therefrom, of its employees performing services under this Agreement. PERRY proTECH certifies that it has five or more employees and that none are public employees, as defined in Chapter 145 of the Ohio Revised Code, for purposes of, or as a result of, this Agreement.

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24) 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 only be filed in and heard before the courts of Delaware County, Ohio.

25) This Agreement shall constitute the entire agreement between the parties and may only be amended in a writing signed by both parties.



PERRY proTECH
265 Commerce Pkwy
Lima, OH 45804

Bill to:
Delaware County Building
Safety
1610 State Route 521
Delaware, OH 43015-7705

SALES ORDER

Date:	Terms	Page
10/4/2024	Net30	1
Perry proTECH Representative		
Kimberly Mann	(419) 879-5453	
Customer Contact		
Jamie Upchurch	740-833-2232	jupchurch@co.delaware.oh.us
Customer Number: DC80		
Delivery Address		
Delaware County Building Safety		
1610 State Route 521		
Delaware, OH 43015-7705		

Item Code	Description	Site Ship To	Quantity	Price	Total
RI-418971	RI-RI IM CW2200 Wide Format Color Inkjet	Main location	1		
ES-D5133NTKM	ES-Digital Network Surge - 120V/15A	Main location	1		
RI-418974	RI-RI B Unit CW2200	Main location	1		
RI-841721	RI-Cyan MP Toner CW2201/CW2200	Main location	1		
RI-841722	RI-Magenta MP Toner CW2201/CW2200	Main location	1		
RI-841720	RI-Black MP Toner CW2201/CW2200	Main location	1		
RI-841723	RI-Yellow MP Toner CW2201/CW2200	Main location	1		
Tax not included in Subtotal				Sales Order Subtotal:	\$9,215.16
				Freight:	
				Tax:	
				Total Order:	

Customer Acceptance	Date	Perry proTECH Representative Kimberly Mann
Sales Manager's Approval	Corporate Approval	Rep #

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

**8
RESOLUTION NO. 24-821**

IN THE MATTER OF SELECTING THE THREE MOST QUALIFIED CONSTRUCTION MANAGERS AT RISK FOR THE DELAWARE COUNTY SOCIAL SERVICES ADMINISTRATION FACILITY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") received a total of nine proposals from Construction Managers at Risk for the Delaware County Social Services Administration Facility; and

WHEREAS, section 9.334(A) of the Revised Code requires the Board select not fewer than three construction managers at risk that it considers to be the most qualified to provide the required construction management services; and

WHEREAS, the review committee recommends the top three most qualified firms are as follows: Gilbane Building Company; Elford, Inc.; and Ruscilli Construction Co., LLC; and

WHEREAS, section 9.334(B) of the Revised Code requires the Board to provide each construction manager at risk selected under section 9.334(A) of the Revised Code with a description of the project, including a statement of available design detail, a description of how the guaranteed maximum price for the project shall be determined, including the estimated level of design detail upon which the guaranteed maximum price shall be based, the form of the construction management contract, and a request for a pricing proposal;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby selects Gilbane Building Company; Elford, Inc.; and Ruscilli Construction Co., LLC, as the three most qualified construction managers at risk for the Delaware County Social Services Administration

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Facility and hereby authorizes and directs the Director of Facilities to proceed with the request for pricing proposals.

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

**9
RESOLUTION NO. 24-822**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, ADVANCE OF FUNDS AND A PURCHASE ORDER:

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

Supplemental Appropriations		
40311484-5301	Griffith #391/Contracted Professional Services	179,465.40
48040480-5725	2007 CO Sales Tax Sawmill Proj/Principal Payments – Bonds	50,660.00
Advance of Funds		
From:	To:	
10011102-8500	52711146-8400	5,501.74
Commissioners General/Advance Out	BR DI Havens/Advance In	
10011102-8500	53311152-8400	192.45
Commissioners General/Advance Out	BR DI Kingston 2017-2/Advance In	
10011102-8500	53411153-8400	12,654.60
Commissioners General/Advance Out	BR DI Gorsuch #588/Advance In	

Further, Be It Resolved the Board of Commissioners approve a purchase order to G&G Enterprises Complete Excavating Services for \$179,465.40 (40311484-5301).

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

**10
RESOLUTION NO. 24-823**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton, 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
UT2024-0194	AEP	NORTH OLD 3 C	INSTALL NEW POLES
UT2024-0197	SPECTRUM	WOODTOWN RD	ROAD BORE

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

**11
RESOLUTION NO. 24-824**

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE MAINTENANCE BONDS FOR CLARKSHAW MOORS SECTION 6, PHASE A; CLARKSHAW MOORS SECTION 6, PHASE B; BERKSHIRE CROSSING SECTION 1; BERKSHIRE CROSSING SECTION 2; AND LIBERTY GRAND COMMUNITIES SECTION 2:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in Clarkshaw Moors Section 6, Phase A; Clarkshaw Moors Section 6, Phase B; Berkshire Crossing Section 1; Berkshire Crossing Section 2; and Liberty Grand Communities Section 2 (the “Subdivisions”), finds the roads to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivisions be accepted into the public system:

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Clarkshaw Moors Section 6, Phase A:

- An addition of 0.262 miles to township road number 1789, Shadowfair Lane
- An addition of 0.605 miles to township road number 1718, Pyke Drive

Clarkshaw Moors Section 6, Phase B:

- An addition of 0.250 miles to township road number 1881, Moors Edge Lane

Berkshire Crossing Section 1:

- An addition of 0.051 miles to township road number 1891, Sidra Drive
- An addition of 0.146 miles to township road number 1892, Northpoint Drive
- An addition of 0.212 miles to township road number 1893, Castor Drive
- An addition of 0.068 miles to township road number 1894, Merlin Drive

Berkshire Crossing Section 2:

- An addition of 0.259 miles to township road number 1892, Northpoint Drive
- An addition of 0.241 miles to township road number 1893, Castor Drive
- An addition of 0.162 miles to township road number 1894, Merlin Drive
- An addition of 0.121 miles to township road number 1895, Castor Court

Liberty Grand Communities Section 2:

- An addition of 0.238 miles to township road number 1817, Hyatts Crossing Drive; and

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

- On township road number 1718, Pyke Drive, at its intersection with township road number 1789, Shadowfair Lane
- On township road number 1881, Moors Edge Lane at its intersection with township road number 1718, Pyke Drive
- On township road number 1894, Merlin Drive at its intersection with township road number 1892, Northpoint Drive
- On township road number 1891, Sidra Drive at its intersection with county road number 56, Wilson Road and township road number 1893, Castor Drive
- On township road number 1892, Northpoint Drive at its intersection with county road 56, Wilson Road
- On township road number 1893, Castor Drive at its intersection with township road number 1892, Northpoint Drive
- On township road number 1892, Northpoint Drive at its intersection with township road number 1895, Castor Court
- On township road number 1894, Merlin Drive at its intersection with township road number 1895, Castor Court; and

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

WHEREAS the Engineer also requests approval to return the maintenance bonds to the owners, Rockford Homes, Inc.; AMH Development, LLC; and Liberty Grand II, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits and stop conditions, and releases the maintenance bonds in accordance with the Engineer’s recommendations stated herein.

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

**12
ADMINISTRATOR REPORTS**

CA Davies – Nothing to report.

Attorney Hochstettler – Nothing to report.

**13
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis- attended a meeting with Harlem Township Trustee, John Trainer, to discuss upcoming projects for the Township.

Commissioner Benton – attended a Records Commission meeting on Wednesday. Gave congratulations and Auditor Kaitsa and his staff for the bond rating.

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Commissioner Merrell – attended the CORSA retreat last week and an open house on Saturday for the Tri Township fire department.

14
RESOLUTION NO. 24-825

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC OFFICIAL OR A PUBLIC EMPLOYEE, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment of a Public Employee or a Public Official, to consider the Purchase of Property for Public Purposes and for Pending or Imminent Litigation.

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

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RESOLUTION NO. 24-826

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners