

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

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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2025

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RESOLUTION NO. 25-247

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK
OF APRIL 6th NATIONAL CRIME VICTIMS’ RIGHTS WEEK IN DELAWARE COUNTY

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

WHEREAS, Delaware County continues its efforts to prevent and respond to crime at every level, and will never neglect to show fairness, dignity, and respect to survivors of crime, and will honor them during National Crime Victims’ Rights Week - April 6 through April 12, 2025.

WHEREAS, Delaware County will observe National Crime Victims’ Rights Week from April 6 through April 14 by placing signs for each township on the lawn of the Delaware Historical Court House. This display will serve as a powerful reminder that victims are not alone and healing is possible. There are also signs displayed on Sandusky Street by the Rutherford B. Hayes building and on 23rd North that say #StartByBelieving. This is a global outreach event to try to end the silence and improve the way individuals respond to someone who discloses sexual assault. This year the theme of National Crime Victim’s Rights Week is KINSHIP which is a call to action to recognize that shared humanity should be at the center of supporting all survivors and victims of crime. KINSHIP is a state of being with survivors that drives vital connections to services, rights, and healing. KINSHIP is where victim advocacy begins.

NOW THEREFORE BE IT RESOLVED, It is with great respect that the Delaware County Commissioners express their admiration for those survivors of crime who have turned personal tragedies into triumph. As a community, we understand that crime has an impact, and we vow to demonstrate KINSHIP by showing compassion and offer support for those who need it most. To those who serve -- our volunteers, law enforcement officers, prosecutors, victim service providers, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to victims helps to lessen the trauma and assist in personal recoveries... we offer our deepest gratitude.

FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, The week of April 6 through 12, 2025, is declared National Crime Victims’ Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding, and compassion.

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

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

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RESOLUTION NO. 25-248

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE
COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO FOR THE SPECIALIZED DOCKET
SUBSIDY PROJECT FY2025:

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

WHEREAS, the Judges and Staff of the Delaware County Court of Common Pleas, General Division; the Delaware County Court of Common Pleas, Juvenile Division; and the Delaware-Morrow Mental Health & Recovery Services Board recommend the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County, Ohio for the Specialized Docket Subsidy Project FY2025;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County, Ohio for the Specialized Docket Subsidy Project FY2025, as follows:

MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW
MENTAL HEALTH & RECOVERY SERVICES BOARD AND
THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO
SPECIALIZED DOCKET SUBSIDY PROJECT
FY2025

Background:
The Ohio Department of Mental Health and Addiction Services ("OhioMHAS") has created the Specialized Dockets Subsidy Project (the "Project") to assist drug courts and other specialized dockets with funding to effectively manage addicted offenders in the community and to assist courts with their payroll costs

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for specialized court docket staff. Specialized dockets that target addicted parents charged with abuse/neglect/dependency of their minor children are also eligible for funding from OhioMHAS.

The intent of the Project is to reduce commitments to the state prison system and to reduce the number of children who are permanently removed from their homes and instead to increase the number of children who can remain in their homes with protective supervision. The Court of Common Pleas, Delaware County, Ohio, General Division, (Drug Court and Mental Health Court) and the Court of Common Pleas, Juvenile Division, (Family Drug Court), (collectively, "the Court") are eligible for funding under the Project. The Delaware-Morrow Mental Health & Recovery Services Board ("Board") will receive funding for the Project from the OhioMHAS via State General Revenue Fund #336425 and will be responsible for distributing funding to the participating Court on the basis of criteria adopted by OhioMHAS.

The parties to this Memorandum of Understanding ("MOU") wish to set forth their mutual understandings and respective obligations with respect to the Project.

Therefore, Board and the Court of Common Pleas agree as follows:

1. Precondition to Receipt of Funding - Certification as Specialized Court Dockets.

As a condition to receiving grant funding from Board, the Court (General Division and Juvenile Division) agree that each respective court docket will maintain certification as a specialized docket from the Supreme Court of Ohio during the term of this MOU.

2. Common Pleas Court Obligations.

- a. The Court will comply with all requirements established by the OhioMHAS for the receipt of Project funding.
- b. The Court will request funding from Board for "allowable expenses" as defined by OhioMHAS, on "Specialized Dockets Subsidy Project-Allowable Expenses", form attached hereto as Exhibit "A". For expenses other than payroll costs, funds can only be used for individuals who are under the jurisdiction of the court and have been admitted to the specialized docket, with the exception that funds may be used for diagnostic testing to determine program eligibility.
- c. If funds are to be used to pay for clinical services, including medication-assisted treatment (MAT), such services must be provided by agencies certified by OhioMHAS or have deemed status. Court may inquire of Board if any agency meets these criteria.
- d. The Court is required to furnish a mid-year (7/1/2024 to 12/31/2024) report due 1/31/2025 and a year-end (1/1/25 to 6/30/25) report due 7/31/2025, to OhioMHAS utilizing the Specialized Dockets Subsidy Project Report form attached hereto as Exhibit "B". Separate reports are due for each specialized docket, (Adult Drug, Mental Health and Family Drug). Copies of each report shall be submitted by Court to Board following submission to OhioMHAS.
- e. The Court will submit an invoice to Board for the total reimbursement amount allowed by OhioMHAS for each specialized docket. OhioMHAS has made available \$105,000 to the Court; being \$35,000 for support of each of three specialized dockets.
- f. Based upon the invoice submitted by the Court to the Board pursuant to Sec. 2(e) of this MOU, direct payment of the amount received by the Court from the Board pursuant to such invoice, divided into equal shares for each of the Court's specialized dockets named in this MOU, shall be made by memo transfer to each of such specialized dockets.
- g. Questions regarding allowable expenses, reporting process and grant amounts should be directed to OhioMHAS.

3. Board Obligations.

- a. Board will draw-down funds once available for Project from OhioMHAS and will notify Court that funds are being processed.
- b. Board will make payment to the respective Court Division for the applicable docket expenses after funds are received from OhioMHAS.
- c. Board will not be responsible for any payments under this MOU other than amounts made available to Board by OhioMHAS for payment to the Court under the Project.

4. Memorandum Term.

This MOU shall be effective beginning on July 1, 2024 and shall continue until June 30, 2025.

5. Information and Audits.

Both parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this MOU and make such documentation available to the other party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

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6. Relationship of the Parties.

The parties are fully autonomous and neither party is an agent, representative, employee or partner of the other. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

7. Compliance with Legal Requirements.

The parties agree to perform their respective obligations under this MOU in accordance with all applicable federal, state and local laws and requirements.

8. Entire Agreement.

It is acknowledged by the parties that this MOU represents the entire agreement between the parties and supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this MOU.

9. Amendment.

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the parties.

The undersigned agree to this MOU evidenced by the signatures of their duly authorized representatives.

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

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RESOLUTION NO. 25-249

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Funds		
From:	To:	
10011102-5801	50111117-4601	2,210,619.00
Commissioners General/Interfund Cash Transfers	Bond Retirement Debt/Interfund Revenues	
10011102-5801	50811125-4601	16,435.00
Commissioners General/Interfund Cash Transfers	BR Sawmill Pkwy Ext TIF/Interfund Revenues	
10040421-5801	58011181-4601	2,867,225.00
Road & Bridge Projects/Interfund Cash Transfers	2007 CO Sales Tax Sawmill Bond/Interfund Revenues	
66211900-5801	66311901-4601	3,513,196.00
SRF Operations & Maintenance/Interfund Cash Transfers	Bond Service Fund/Interfund Revenues	
Supplemental Appropriations		
21011113-5301	Joint Economic Development/Contracted Prof. Services	252,000.00
42311453-5450	Capital Acquisitions & Project/Machinery & Equip (>\$5,000)	148,000
60111901-5001	Property & Casualty Insurance/Compensation	8,500.00
60111901-5101	Property & Casualty Insurance/Health Insurance	6,500.00

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

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RESOLUTION NO. 25-250

IN THE MATTER OF AWARDING THE BID TO AND APPROVING THE CONTRACT WITH WILSON LAWN AND FIELD SERVICES FOR ITB #25-01 – FACILITIES LAWN MOWING SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) received bids for Facilities Lawn Mowing Services for Delaware County (ITB #25-01) on March 31, 2025; and

WHEREAS, after carefully reviewing the bids received, the Director of Facilities has determined that the bid submitted by Wilson Lawn and Field Services is the lowest and best bid for Facilities Lawn Mowing Services and

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recommends awarding the bid to and approving the contract with Wilson Lawn and Field Services;

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

Section 1. The Board hereby accepts the determination and recommendation of the Director of Facilities and hereby determines that the bid submitted by Wilson Lawn and Field Services, for ITB #25-01 – Facilities Lawn Mowing Services for Delaware County with Alternate 1, is the lowest and best bid and awards the bid to Wilson Lawn and Field Services.

Section 2. The Board hereby approves the following contract with Wilson Lawn and Field Services:

SERVICES AGREEMENT

This Agreement is made and entered into on April 10, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Wilson Lawn and Field Services, LLC, 14185 Ulery Rd, PO Box 1043, Sunbury, OH 43074 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide lawn care mowing services at various County facilities (the “Services”). The Services shall include: Bid Alternate 1 as directed.
- 1.2 The Services shall be rendered by the Contractor in accordance with the County’s ITB #25-01 and Contractor’s Bid submitted in response thereto and opened on March 31, 2025 (hereinafter referred to as the “Proposal”), both of which are 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 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed \$140,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with the Proposal.
- 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 Director may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 COMMENCEMENT, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon the order of the Director and shall complete the Services promptly, in a workmanlike manner, and in accordance with the 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.

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7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County may, upon providing written notice to the Contractor, 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 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

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- 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment 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 the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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ADMINISTRATOR REPORTS

CA Davies – ODOT is hosting an open house today for discussions concerning the Route 23 projects.

DCA Huston – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – attended OCCO and CCAO Board meetings on 04/08/2025. He also attended the Powell State of the City presentation.

Commissioner Benton – attended Powell State of the City presentation.

Commissioner Lewis – received a call from Senator Brennar asking for Commissioner support to nominate a local Veteran for an award.

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RESOLUTION NO. 25-251

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

It was moved by Mr. Benton, seconded by Mr. Merrell, 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 Pending or Imminent Litigation.

Section 2. The Board hereby adjourns into 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.

Section 3. The Board hereby finds and determines that the information listed in Section 2 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.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

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RESOLUTION NO. 25-252

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton, 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