

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025

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

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

1  
RESOLUTION NO. 25-362

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS  
FROM REGULAR MEETING HELD MAY 15, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on May 15, 2025; 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   Absent                                      Mr. Merrell   Aye                                      Mr. Benton   Aye

2  
PUBLIC COMMENT

3  
RESOLUTION NO. 25-363

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,  
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0516, MEMO TRANSFERS IN  
BATCH NUMBERS MTAPR0516:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0516, memo transfers in batch numbers MTAPR0516, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
Eastway Corp. (P2501085)	Job and Family Services	22511607-5350	\$13,980.00

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2503116	BLACK & VEATCH CORP	PROFESSIONAL SERVICES RELATED TO NEW EAST ALUM	66711900 - 5410	\$ 449,000.00
R2503142	BLACK & VEATCH CORP	SERVICES - RESOLUTION 25-350	66711900 - 5415	\$ 500,000.00
R2503158	MAIL PRO 1 LLC	MV PROMOTIONS	22511607 - 5313	\$ 858.26
R2503158	MAIL PRO 1 LLC	MV PROMOTIONS	22511607 - 5317	\$ 6,461.00
R2503163	AMCS GROUP INC	SERVICES 6 13 25-6 12 26 - RESOLUTION 24-478	66211900 - 5321	\$ 25,000.00
R2503166	QUALITY MASONRY CO INC	HISTORIC COURTHOUSE RELACEMENT OF ENTRYWAY STEPS	40111402 - 5410	\$ 74,200.00

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

4  
RESOLUTION NO. 25-364

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSIONS  
SCHEDULED FOR THURSDAY JULY 3, 2025; THURSDAY JULY 10, 2025; THURSDAY JULY 17,  
2025; AND THURSDAY JULY 24, 2025:

It was moved by Mr. Merrell, seconded by Mr. Benton, to cancel the Delaware County Commissioners’ sessions scheduled for Thursday July 3, 2025; Thursday July 10, 2025; Thursday July 17, 2025; and Thursday July 24, 2025.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025

---

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

5  
RESOLUTION NO. 25-365

**IN THE MATTER OF DETERMINING THE SUFFICIENCY OF THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY AND FIXING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the “Petition”) for the establishment of the Concord/Scioto Community Authority (the “Authority”) was filed with this Board of County Commissioners of Delaware County, Ohio (the “Board”) by Triangle Properties, Inc. (“Triangle”), as initial developer of the Authority on February 8, 2007, which Petition this Board approved pursuant to Resolution No. 07-331 on March 22, 2007; and

WHEREAS, pursuant to Resolution No. 07-809, on July 2, 2007 this Board approved the assignment by Triangle of its rights, responsibilities, and duties as statutory developer of the Authority to Concord/Scioto Development, LLC (the “Developer”); and

WHEREAS, the Petition generally described the boundaries of the related new community district (the “District”); and

WHEREAS, the Board is the “organizational board of commissioners,” as that term is defined in section 349.01(F) of the Revised Code, for the Authority; and

WHEREAS, on May 9, 2025, the Developer filed two (2) applications (the “Applications”) with the Board requesting that certain parcels of real property controlled by the Developer be added to the District, which applications were signed by the City of Delaware, Ohio, as the “proximate community” pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the Applications each further provide that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years’ duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, the Board has reviewed the Applications and determined that the Applications comply with the requirements of section 349.03 of the Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Applications, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Applications, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by section 349.03(A) of the Revised Code;

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

Section 1. The Board hereby finds and determines that the Applications comply with the requirements of section 349.03 of the Revised Code as to form and substance.

Section 2. The Board hereby fixes Thursday June 12, 2025, at 9:45AM, at the Commissioners’ Hearing Room, 91 North Sandusky Street, Delaware, Ohio, as the date, time, and place of a public hearing on the Applications.

Section 3. The Clerk of this Board is directed to give notice of the public hearing on the Applications by publication once each week for three consecutive weeks in *The Delaware Gazette*.

Section 4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025

---

6  
RESOLUTION NO. 25-366

**IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY DOUGLAS SIMILA ON THE OCCASION OF HIS RETIREMENT:**

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

WHEREAS, Delaware County Sheriff’s Deputy Douglas Simila retired from the Sheriff’s Office in good standing with the office; and

WHEREAS, Deputy Simila’s assigned duty firearm, Sig Sauer Caliber 9mm, Model P320Pro – Serial # 58J461523 (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy Simila to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy Douglas Simila for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy Simila accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

7  
RESOLUTION NO. 25-367

**IN THE MATTER OF PROCLAIMING THE WEEK OF MAY 18-24, 2025, AS EMERGENCY MEDICAL SERVICES WEEK IN DELAWARE COUNTY:**

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

WHEREAS, Emergency Medical Services personnel provide a vital public service because timely access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the members of EMS teams engage in thousands of hours of specialized training and continuing education to enhance their skills and are dedicated to providing life-saving care to individuals in need, often under challenging circumstances; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of EMS providers through the annual observance of Emergency Medical Services Week during the third week of May; and

WHEREAS, the National theme of this year’s observance — *We Care. For Everyone.* — provides an opportunity to recognize and honor the contributions of EMS personnel and the vital role they play in our society while embodying Delaware County EMS’s guiding principle of “Committed to Community.”

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners (the Board) does hereby proclaim the week of May 18-24, 2025, as Emergency Medical Services Week in Delaware County;

FURTHER BE IT RESOLVED that the Board extends its gratitude to all EMS personnel for their unwavering commitment to public service and acknowledges the sacrifices made by EMS personnel and their families, who support them in their challenging and demanding roles. The Board further encourages our community to express its appreciation for EMS personnel during EMS Week and throughout the year and directs that a copy of this Resolution be presented to Delaware County EMS as a token of the Board’s gratitude for the invaluable services provided by EMS personnel.

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

8  
RESOLUTION NO. 25-368

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY SHERIFF’S OFFICE:**

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of a new motor vehicle for the use of the Delaware County Sheriff’s Office; and

WHEREAS, the motor vehicle is available for lease through the Enterprise Government Vehicle Leasing Program, TIPS Contract 190402 (the “Program”);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of a motor vehicle to be used by the Delaware County Sheriff’s Office in relation to the addition of a new Detective position within the office.

Section 2. The Board hereby approves the lease of the following motor vehicle from the Program and declares that the lease of said motor vehicle shall be in accordance with the Lease Rate Quote for each vehicle, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, and Credit Application with Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Vehicle Type	2025 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
Sedan	Nissan Altima	\$5,782.92	1	\$5,782.92
		<b>TOTAL</b>	<b>1</b>	<b>\$5,782.92</b>

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

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

9  
RESOLUTION NO. 25-369

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND COMPRODUCTS, INC., DBA B&C COMMUNICATIONS, FOR THE COUNTY’S 9-1-1 SYSTEM:

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

WHEREAS, the Delaware County Director of Emergency Communications recommends approval of a services agreement by and between the Delaware County Board of Commissioners and Comproducts, Inc., DBA B&C Communications, for the County’s 9-1-1 system;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following services agreement by and between the Delaware County Board of Commissioners and Comproducts, Inc., DBA B&C Communications, for the County’s 9-1-1 system:

SUPPORT SERVICES AGREEMENT

This Agreement is made and entered into on May 19, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and ComProducts, Inc., dba B&C Communications, 1740 Harmon Avenue, Suite F, Columbus, Ohio 43223 (“Contractor”), hereinafter collectively referred to as the “Parties.”

- 1        **SERVICES PROVIDED BY CONTRACTOR**
- 1.1      The Contractor will provide various support services necessary for the County’s 9-1-1 system (the “Services”).
- 1.2      The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Quote BC3861681B, dated March 10, 2025 (the “Proposal”), which is 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

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025**

---

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 Emergency Communications (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 COMPENSATION**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, consisting of those items attributable to the County in the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed \$337,568.82 without subsequent modification pursuant to 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 in accordance with the Proposal, based on invoices submitted by the Contractor in accordance with the attached invoice terms and conditions, which are incorporated herein.
- 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; TERM**

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly in accordance with the Proposal.
- 6.2 The term for this Agreement shall be as set forth in the Proposal.

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**8 INDEMNIFICATION**

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

**9 INSURANCE**

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025**

---

- 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 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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025

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, neither the Contractor, nor any of its subcontractors, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of the Contractor or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor certifies that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, the Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 10.12    Competitive Bidding: This Agreement is not subject to any requirement of competitive bidding, pursuant to section 128.03(F) of the Revised Code.

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

10  
RESOLUTION NO. 25-370

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE RECORDS CENTER:

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

Transfer of Appropriation		
From:	To:	
10011103-5320	10011103-5201	6,000.00
Records Center/Software & Computer Services	Records Center/General Supplies	

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

11  
RESOLUTION NO. 25-371

IN THE MATTER OF APPOINTING A MEMBER TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:

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

WHEREAS, Section 329.06 of the Ohio Revised Code requires the establishment of a Job and Family Services Community Planning Committee (the “Community Planning Committee”) whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Delaware County Board of Commissioners (the “Board of Commissioners”) and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the Board of Commissioners considers relevant to the provision of social services and workforce development programs; and

WHEREAS, Jeremy Froehlich, the Buckeye Valley Local Schools representative on the Community Planning Committee, has resigned his position, effective August 1, 2025; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025

available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint Buckeye Valley’s selected representative to the Community Planning Committee;

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

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of Ric Stranges as the Buckeye Valley Local Schools representative on the Delaware County Job and Family Services Community Planning Committee for a term ending October 4, 2027.

Section 3. The appointment approved herein shall take effect August 1, 2025.

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

12  
RESOLUTION NO. 25-372

IN THE MATTER OF AUTHORIZING THE TRADE-IN OF EQUIPMENT THAT IS NOT NEEDED OR IS UNFIT FOR PUBLIC USE AS A CREDIT TOWARD THE COST OF EQUIPMENT AUTHORIZED FOR PURCHASE IN RESOLUTION NO. 25-232:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, a board of county commissioners may purchase machinery, tools, or other equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s assistants when on official business; and

WHEREAS, on April 7, 2025, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 25-232, authorizing the purchase of equipment for the Engineer’s Office, including one Padfoot Drum Roller from Southeastern Equipment; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has vehicles, equipment, or machinery that is not needed, or is unfit for public use, the Board may offer to sell such property to the person or firm from which the Board proposes to purchase new property and have the selling price credited against the purchase price of the new property; and

WHEREAS, the County has a 2003 Case Dozer Model #650K Serial #CAL002037 (“Case Dozer”), currently kept by the Engineer’s Office, that is not needed or is unfit for public use and that the Engineer’s Office recommends selling to Southeastern Equipment, the firm from which the Board previously authorized the purchase of a Padfoot Drum Roller in Resolution 25-232, and to have the selling price of the Case Dozer credited against the purchase price of the Padfoot Drum Roller; and

WHEREAS, the trade-in and trade-in value of the Case Dozer was inadvertently omitted from the purchase of the Padfoot Drum Roller authorized in Resolution No. 25-232; and

WHEREAS, the Engineer recommends authorizing the trade-in of the Case Dozer as a part of the purchase of the Padfoot Drum Roller authorized by Resolution No. 25-232;

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

Section 1. Pursuant to section 307.12(G) of the Revised Code, the Board hereby determines that the above described Case Dozer is not needed or is unfit for public use and authorizes the sale of the same to Southeastern Equipment for \$4,000 as a trade-in on the purchase of the Padfoot Drum Roller, as previously authorized in Resolution No. 25-232, and that the \$4,000 sale price of the Case Dozer be credited against the purchase price of the Padfoot Drum Roller.

Section 2. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

13  
ADMINISTRATOR REPORTS



COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2025

---

CA Davies – Nothing to report.

DCA Huston – Nothing to report.

14  
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – attended the Chamber event, COIC meeting and CCO retreat last week.

Commissioner Benton – attended the Chamber event, COIC meeting and CCO retreat last week.

15  
RESOLUTION NO. 25-373

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, FOR PENDING OR  
IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Merrell, 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 Compensation of a Public Employee or a Public Official, for Pending or Imminent Litigation and for Collective Bargaining.

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

16  
RESOLUTION NO. 25-374

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                      Mrs. Lewis   Absent                      Mr. Merrell   Aye                      Mr. Benton   Aye

There being no further business, the meeting adjourned.

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

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

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