

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 28, 2025

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

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

10:00 A.M. Public Hearing for consideration of the Chancel Gate Watershed Drainage Improvement Project

1  
RESOLUTION NO. 25-542

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 21, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on July 21, 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 Aye Mr. Merrell Aye Mr. Benton Aye

2  
PUBLIC COMMENT

3  
RESOLUTION NO. 25-543

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0724:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0724 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2501044) Converge Psych	Childrens Services	22511607-5342	\$5,000.00
(P2501084) DTAC	System of Care	70161605-5342	\$6,624.00
(P2501079) Facilities	SRF Operations & Maintenance	66211900-5328	\$10,000.00
(P2501626) Enterprise	Land & Buildings	10011105-5335	\$20,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2503792	GEORGE J IGEL & CO INC	ASPHALT REPAIRS - BYXBE CAMPUS	40111402 - 5403	\$ 10,944.00
R2503805	KOMLINE SANDERSON ENGINEERING CORP	BELT PRESS REPAIR PARTS	66211900 - 5228	\$ 12,000.00
R2503817	PITNEY BOWES INC	MAIL CENTER 3000 - CONTRACT # RSI008354	42311453 - 5450	\$ 20,097.53
R2503826	EPTURA INC	SOFTWARE RENEWAL SUBSCRIPTION	10011106 - 5320	\$ 9,298.57
R2503825	FORENSIC FLUIDS LAB	DRUG SCREENING JOB AND FAMILY PROGRAM	22511607-5342	\$ 30,000.00

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

4  
RESOLUTION NO. 25-544

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY, AUGUST 7, 2025; THURSDAY, AUGUST 21, 2025 AND MONDAY, AUGUST 25, 2025:

It was moved by Mr. Merrell, seconded by Mr. Benton, to cancel the Delaware County Commissioners’

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sessions scheduled for Thursday, August 7, 2025; Thursday, August 21, 2025; and Monday, August 25, 2025.

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

5  
RESOLUTION NO. 25-545

**IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MOLLY GWIN, ATTORNEY AT LAW, REQUESTING ANNEXATION OF 1.443 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

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

WHEREAS, on June 26, 2025, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Molly Gwin, Attorney at Law, agent for the petitioner, requesting annexation of 1.443 acres, more or less, from Orange Township to the City of Columbus; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Columbus or the Township of Orange;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 1.443 acres, more or less, from Orange Township to the City of Columbus.

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

6  
RESOLUTION NO. 25-546

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

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

The Emergency Communications Department is requesting that Jeanette Adair attend the Beyond CTO 911 Training Program Management Under The Headset, in Salisbury, NC on August 26-27, 2025, at the cost of \$1,255.00.

The Emergency Medical Services Department is requesting that Joseph Farmer attend the International Trauma Conference, in Charlotte, NC on November 12-16, 2025, at the cost of \$1,525.00.

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

7  
RESOLUTION NO. 25-547

**IN THE MATTER OF APPOINTING A MEMBER TO TAX INCENTIVE REVIEW COUNCILS:**

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

WHEREAS, section 5709.85 of the Ohio Revised Code requires that, when a tax exemption is granted, the legislative authority shall create a tax incentive review council to annually review approved, tax-exempted projects for compliance; and

WHEREAS, for all tax incentive review councils to which the Delaware County Board of Commissioners (the “Board”) appoints members, the Board shall appoint three (3) citizen members to represent the interests of present and future residents of Delaware County; and

WHEREAS, tax incentive review councils have been created to review exemptions in Berkshire Township, Berlin Township, Berlin/Liberty Townships, Liberty Township, Orange Township, the Village of Ashley, the Village of Shawnee Hills, the City of Sunbury, and the City of Dublin; and

WHEREAS, the Board or legislative authorities of municipal corporations within Delaware County may create additional tax incentive review councils to which the Board appoints members; and

WHEREAS, with Resolution No. 23-677, the Board appointed three (3) citizen members to the Tax Incentive Review Councils to which the Board appoints members, pursuant to section 5709.85 of the Ohio Revised Code: Amy Gosiorowski, Monica Connors, and Justin Nahvi; and

WHEREAS, Ms. Gosiorowski and Ms. Connors are unable to serve out their terms;

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

Section 1. The Board hereby appoints the following member to the tax incentive review councils to which the Board appoints members, pursuant to section 5709.85 of the Ohio Revised Code: Tracie Davies. Ms. Davies shall serve the remainder of an unexpired term that expires on August 14, 2027.

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

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

8  
RESOLUTION NO. 25-548

A RESOLUTION OF NECESSITY TO LEVY A RENEWAL OF AN EXISTING TAX, WITH AN INCREASE, IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF THE ESTABLISHMENT AND OPERATION OF A 9-1-1 SYSTEM:

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

PREAMBLE

WHEREAS, the amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware County, Ohio, Countywide 9-1-1 System (the “System”); and

WHEREAS, it is necessary to levy a tax in excess of the ten-mill limitation; and

WHEREAS, the System serves the entire County of Delaware, except for the incorporated areas of the Cities of Columbus, Dublin, and Westerville within the County of Delaware (the “Service Area”), and the tax shall only be imposed in the Service Area; and

WHEREAS, the levy would be for the purpose of the establishment and operation of the System, said purpose being authorized by R.C. 5705.19(BB); and

WHEREAS, a resolution declaring the necessity of levying a renewal of an existing tax, with an increase, pursuant to R.C. 5705.19, outside the ten-mill limitation must be approved and certified to the Delaware County Auditor (“Auditor”) in order to permit the Delaware County Board of Commissioners (the “Board”) to consider the levy of such a tax and must request that the Auditor certify to the Board the following: (1) the total current tax valuation of the Service Area; (2) the number of mills for each one dollar of taxable value that is required to generate a specified amount of revenue; (3) the levy’s effective rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor’s appraised value; (4) the dollar amount of revenue, rounded to the nearest dollar, that would be generated by a specified number of mills for each one dollar of taxable value; and (5) an estimate of the levy’s annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list most recently certified by the Auditor under division (A) of section 319.28 of the Revised Code;

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

- 1. The amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the System.
- 2. It is necessary to levy a tax in excess of the ten-mill limitation.
- 3. Pursuant to R.C. 5705.03(B)(1):
  - A. The proposed rate of the tax is 0.73 mills, which constitutes a renewal levy at the rate of 0.68 mills for the existing tax levy, with an increase of 0.05 mills.
  - B. The purpose of the tax is for the establishment and operation of a 9-1-1 system, said purpose being authorized by R.C. 5705.19(BB);
  - C. The levy is a renewal of an existing tax, with an increase;
  - D. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(BB), 5705.191, and 5705.25;
  - E. The term of the tax is five (5) years;

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- F. The territory where the tax is to be levied is the Service Area, being the entire County of Delaware, except for the incorporated areas of the Cities of Columbus, Dublin, and Westerville within the County of Delaware;
  - G. The date of the election at which the question of the tax shall appear on the ballot is November 4, 2025;
  - H. The ballot measure shall be submitted upon the entire territory of the Service Area;
  - I. The tax will be first levied in tax year 2026 and first collected in calendar year 2027;
  - J. No territory outside Delaware County is subject to the tax.
4. Pursuant to R.C. 5705.03(B)(1), the Clerk of the Board is hereby directed to certify a copy of this Resolution to the Auditor. The Board hereby requests that the Auditor certify to this Board the following:
- a. The total current tax valuation of the Service Area;
  - b. The levy’s effective rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor’s appraised value;
  - c. The dollar amount of revenue, rounded to the nearest dollar, that would be generated by the levy of 0.73 mills for each one dollar of taxable value; and
  - d. An estimate of the levy’s annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list most recently certified by the Auditor under division (A) of section 319.28 of the Revised Code.
5. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.
6. This Resolution shall be in full force and effect immediately upon adoption.

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

9  
RESOLUTION NO. 25-549

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Transfer of Funds	
From	To
22511607-5801	22411604-4601                      \$694,725.35
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues
22311611-5801	22411601-4601                      \$97,358.58
Workforce Investment Act/Transfers	JFS Income Maintenance/Interfund Revenue

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

10  
RESOLUTION NO. 25-550

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT FOR THE PURCHASE OF SUPERVISED VISITATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MARION COUNTY (FAMILY COURT) DBA C.A.R.E.F.I.T. CENTER:

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

WHEREAS, the Director of Job & Family Services recommends approval of the second contract amendment with Marion County (Family Court) dba C.A.R.E.F.I.T. Center;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following second contract amendment with Marion County (Family Court) dba C.A.R.E.F.I.T. Center for Title IV-E Agencies and Providers for supervised visitation services:

Second Amendment  
To  
Contract for the Purchase of  
Supervised Visitation Services  
Between  
Delaware County Board of County Commissioners  
And  
Marion County (Family Court) dba C.A.R.E.F.I.T. Center

This Second Amendment of the Contract For The Provision of Supervised Visitation Services is entered into this 28<sup>th</sup> day of July, 2025 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Marion County (Family Court) dba C.A.R.E.F.I.T. Center (hereinafter “Provider”) whose address is 1440 Mt. Vernon Ave., Marion, Ohio 43302 (hereinafter collectively the “Parties”).

WHEREAS the Parties entered into the Contract for Supervised Visitation Services on July 1, 2023.

WHEREAS the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Contract to add the following Provisions:
  - A. The contract service period shall be extended through June 30, 2026.
- 2. Signatures
  - Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf.
- 3. Conflicts
  - In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.
- 4. Terms of Agreement Unchanged
  - All terms and conditions of the Contract, the First Amendment, not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

11  
RESOLUTION NO. 25-551

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENT, AND SECOND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER KIDS COUNT TOO, INC.:

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

WHEREAS, Delaware County contracts with Child Care Placement provider in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the contract, first amendment, and second amendment with Kids Count Too, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract, first amendment, and second amendment for Child Care Placement provider Kids Count Too, Inc.:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<u>Name:</u> <b>Kids Count Too, Inc.</b>	A. Maintenance
<u>Address:</u> <b>1616 E. Wooster St 3</b>	B. Administration
	C. Case Management
	D. Transportation
	E. Other Direct Services (e.g., special diets,

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<u>Bowling Green, Ohio 43402</u>	clothing, insurance, respite care)
<u>This Agreement in effect from</u>	F. Behavioral Healthcare
<u>07/01/2025 – 06/30/2026</u>	G. Other costs - (any other cost the Agency has agreed to participate in)

FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND  
KIDS COUNT TOO, INC.

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Kids Count Too, Inc. (“Provider”) (“First Amendment”) is entered into this July 28, 2025.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2025 through 06/30/2026 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

**Section 1 – Supplemental Terms and Conditions**

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement shall have an initial service period of 07/01/2025 through 06/30/2026.  
  
By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.  
  
Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (Q RTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists:  
- The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per

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diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto:Jenifer.wattenschaidt@jfs.ohio.gov). Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: [Delaware-invoices@jfs.ohio.gov](mailto:Delaware-invoices@jfs.ohio.gov).

J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS

Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature	Date
Printed Name	
Title	

K. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that

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he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.

- F. Auditor's Certification.** The Auditor's Certification attached to this First Amendment shall serve as the Auditor's Certification for the Agreement.

**SECOND AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND KIDS COUNT TOO, INC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("DCDJFS") and Kids Count Too, Inc. ("Provider") ("Second Amendment") is entered into this July 28, 2025. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2025 through 06/30/2026 ("Agreement"); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC's funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

**Section 1 – Changes in Terms and Conditions**

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

**Agreement**

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words "Schedule C" shall be substituted in all instances where "Schedule A" appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council  
145 N Union St  
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

**First Amendment**

Section 1(B) – The words "Children's Services Assistant Director" shall be replaced with "Family & Children First Council Coordinator."

Section 1(H) – The words "Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov)" shall be replaced with:

"Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is [rachel.layne@jfs.ohio.gov](mailto:rachel.layne@jfs.ohio.gov)."

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:



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“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

**Section 2 – Supplemental Terms and Conditions**

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment–** In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding –** Multiple System Youth
- D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

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

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**RESOLUTION NO. 25-552**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE DELAWARE COUNTY TRANSIT BOARD FOR THE PURCHASE OF TRANSPORTATION SERVICES:**

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

WHEREAS, the Director of Job & Family Services recommends approval of a contract with the Delaware County Transit Board for the purchase of Transportation Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract with the Delaware County Transit Board for the purchase of Transportation Services, as follows:

**CONTRACT FOR SERVICES OF TRANSPORTATION SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
DELAWARE COUNTY TRANSIT BOARD**

This Contract is entered into this 28<sup>th</sup> day of July, 2025 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), and Delaware County Transit Board (hereinafter, “PROVIDER”) whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter singly “Party,” collectively, “Parties”).

**PRELIMINARY STATEMENTS**

**WHEREAS,** PROVIDER provides transportation services to citizens in Ohio; and,

**WHEREAS,** DCDJFS has accepted federal funds to pay for transportation services using the following funding streams:

- Medicaid CFDA 93.778
- Temporary Assistance for Needy Families (TANF) 93.558
- TANF Purpose #1
- Title XX 93.667
- Food Assistance Employment and Training (FAET) 10.561 and,

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WHEREAS, PROVIDER is willing to provide such services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide clinical counseling services (hereinafter collectively “Services”) to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in:  
Delaware County Transit Board Proposal, dated April 1, 2025

2. TERM

This agreement shall have an initial service period of 07/01/2025 through 06/30/2026.

By mutual consent, the Agencies and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agencies, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agencies, with renegotiation to be initiated by the Agencies before the expiration of the existing service period.

3. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:  
Delaware County Transit Board Proposal, dated April 1, 2025

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS, depending on which Agency is utilizing the Services, proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. Provider shall submit monthly invoices to [Delaware-Invoices@jfs.ohio.gov](mailto:Delaware-Invoices@jfs.ohio.gov).

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board’s damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Three Hundred Thousand Dollars and No Cents (\$300,000.00).

5. AWARD INFORMATION

Medicaid CFDA 93.778  
Temporary Assistance for Needy Families (TANF) 93.558

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TANF Purpose #1  
Title XX 93.667  
Food Assistance Employment and Training (FAET) 10.561

**6. LIMITATION OF SOURCE OF FUNDS**

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

**7. DUPLICATE BILLING/OVERPAYMENT**

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

**8. INFORMATION REQUIREMENTS**

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

**9. AVAILABILITY AND RETENTION OF RECORDS**

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

**10. INDEPENDENT FINANCIAL RECORDS**

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the Certified Financial Services Auditor and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**11. SERVICE DELIVERY RECORDS**

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS**

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

**13. INDEPENDENT CONTRACTORS**

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS, and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

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DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER 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. PROVIDER also agrees that, as an independent contractor, PROVIDER 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.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER 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.

**14. INDEMNIFICATION**

PROVIDER shall provide indemnification as follows:

- A.** To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively “Indemnified parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B.** PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C.** To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees.
- D.** PROVIDER’S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER’S insurance coverage limits as provided to DCDJFS under the terms of Paragraph 14 (“INSURANCE”) below.

**15. INSURANCE**

PROVIDER shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all

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claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PROVIDER shall present to the Board, DCDJFS, current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board, DCDJFS, within seven (7) calendar days of change.

During the life of the Contract, the Board, DCDJFS, may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board, DCDJFS, shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

**16. CONFLICT OF INTEREST**

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, DCDJFS, or projects or programs funded by the Board, DCDJFS has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

**17. EVALUATION AND MONITORING**

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Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

**18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY**

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS, and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

**19. TERMINATION**

**A. TERMINATION FOR THE CONVENIENCE:**

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**B. BREACH OR DEFAULT:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**C. WAIVER:**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

**D. LOSS OF FUNDING:**

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

**20. SAFEGUARDING OF CLIENT**

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

**21. CIVIL RIGHTS**

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

**22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED**

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements

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imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract

**23. DRUG-FREE WORKPLACE**

Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**24. FINDINGS FOR RECOVERY**

PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**25. ASSURANCES AND CERTIFICATIONS**

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained. It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS or DCFCFC to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D.

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1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD, DCDJFS, or DCFCFC shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with “Rights to Inventions” clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

26. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

<b>PROVIDER:</b> Andy Volenik Executive Director	<b>Delaware County Job and Family Services</b> Robert A. Anderson Director
Delaware County Transit 119 Henderson Court Delaware, Ohio 43015	Delaware County Job and Family Services 145 N. Union St., 2 <sup>nd</sup> Floor Delaware, Ohio 43015

27. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this contract shall be filed in and heard before the courts of Delaware County, Ohio.

28. SEVERABILITY

If any item, condition, portion, or section of this contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

29. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

30. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal’s behalf.



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31. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

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

13  
RESOLUTION NO. 25-553

IN THE MATTER OF APPROVING THE FIFTH AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY TRANSIT BOARD FOR THE PURCHASE OF TRANSPORTATION SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of a fifth amendment to the contract with the Delaware County Transit Board for the purchase of transportation services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the fifth amendment to the contract between the Delaware County Department of Job and Family Services, the Delaware County Board of Commissioners, and the Delaware County Transit Board for the purchase of transportation services:

Fifth Amendment  
To  
Contract for the Purchase of  
Transportation Services  
Between  
Delaware County Board of County Commissioners  
And  
Delaware County Transit Board

This Fifth Amendment of the Contract For The Provision of Transportation Services is entered into this 28<sup>th</sup> day of July, 2025 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter “Provider”) whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the “Parties.”).

WHEREAS the Parties entered into the Contract for Transportation Services on July 1, 2022.

WHEREAS the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Contract to add the following Provisions:
  - A. The contract maximum for the service period July 1, 2024 through June 30, 2025 shall be increased to \$300,000.
- 2. Signatures
  - Any person executing this Fifth Amendment in a representative capacity hereby warrants that he/she has authority to sign this Fifth Amendment or has been duly authorized by his/her principal to execute this Fifth Amendment on such principal’s behalf.
- 3. Conflicts
  - In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment, the terms of this Fifth Amendment shall prevail.
- 4. Terms of Agreement Unchanged
  - All terms and conditions of the Contract and Amendments, not changed by this Fifth Amendment remain the same, unchanged, and in full force and effect.

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

14  
RESOLUTION NO. 25-554

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO PREPARE A DRAFT RESOLUTION AND SEND ALL NECESSARY NOTICES RELATED TO A PROPOSED COMMUNITY REINVESTMENT AREA AGREEMENT AND EXEMPTION TO BE CONSIDERED PURSUANT TO R.C. 3735.671:

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

WHEREAS, pursuant to section 3735.67 of the Revised Code, the legislative authority of a county may exempt the construction or remodeling of commercial or industrial property from taxation within a community reinvestment area, provided the legislative authority first enters into a written agreement with the owner of the property as required in section 3735.671 of the Revised Code; and

WHEREAS, pursuant to section 5709.83 of the Revised Code, prior to formally approving an agreement under section 3735.671 of the Revised Code, the legislative authority shall notify the board of education of each city, local, exempted village, or joint vocational school district in which the proposed tax-exempted property is located, not later than fourteen days prior to the day the legislative authority takes formal action to enter into the instrument;

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

Section 1. The County Administrator is hereby authorized to prepare a draft resolution and send all necessary notices related to a proposed community reinvestment area agreement with Cologix COL6, LLC, to the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center.

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

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

15  
RESOLUTION NO. 25-555

IN THE MATTER OF APPROVING A PROPOSAL AND LEASE AGREEMENT WITH IMET CORPORATION FOR A PUMP STATION ODOR AND GREASE TREATMENT SYSTEM FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, the Sanitary Engineer recommends approval of a proposal and lease agreement with IMET Corporation for a pump station odor and grease treatment system;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following proposal and lease agreement with IMET Corporation:

DELAWARE COUNTY, OHIO  
IMET System Proposal: Maxtown Lift Station

Dear Mr. McPeek,

We are pleased to provide our proposal for the IMET System to be installed in the Maxtown lift station for a 1 year lease for the significant reduction of Fats, Oils, and Grease (FOG) and H2S minimization.

Recommendation

Maxtown Lift Station

Installation of four 1440 IMET Lift Station Modules\* (LSMs) in the lift stations wet well.

\*The IMET system is modular in design, additional LSMs can be added if necessary.

IMET Expected Results and Strategy Maxtown Lift Station

1. **Reduction of FOG** – Successful reduction of fats oils and grease in the lift station shall be defined by a significant decrease in FOG floating on the surface of the lift station and attached to the walls as well.
2. **IMET strategy is to continually proliferate sulfur oxidizing aerobic microorganisms** within the Maxtown IMET modules and in the lift station wet well and will target maintaining dissolved oxygen levels over 3ppm. Therefore, the IMET strategy is to nearly eliminate all the sulfur, organic and inorganic compounds within the wet well before it reaches the force main.
3. **Near Elimination of Bad Odors (H2S)** – The aerobic nature of the IMET system paired with the large surface area of multi-media within the module delivers a high level of aerobic microbial growth that maintains an aerobic environment in the lift station wet well, eliminating the formation of H2S gas during peak flow and low flow in the lift station
4. **Improved Flow in Transit Pipes** – will be apparent in the pipes downstream of the IMET System. They will have less buildup of FOG, thereby improving the flow and reducing the necessity for cleaning out via pipe snake or waterjet.
5. **Less Lift Station Maintenance Required** – because the IMET System will partially biologically digest dissolved waste and FOG on a continuous basis, (without the constant addition of chemicals,

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or Enzymes) the need for maintenance of the lift station will be significantly reduced.

To assure proliferation of sulfur oxidizing microorganisms the pre-defined inoculum of blend of sulfur oxidizing microorganisms will be added to each IMET module twice daily.

Liquid Microbe Dosing

We are going to dose 1.2-gallons of IMET HSL Microbes into each of the 4 IMET modules per month for a total of 4.8 gallons/month at the Maxtown lift station for the course of the 1-year lease. The 4 IMET modules will share a dosing peristaltic pump with manifold and timer to automatically dose 75 ml twice daily\*\*.

The purpose of the microbe dosing is to ensure proliferation and significantly increase the utilization of sulfur compounds by sulfur oxidizing microbes in the IMET Systems.

\*\*IMET may increase or decrease daily dosing based on H2S testing results

IMET Maxtown Lift Station Modules (Monthly)

Maxtown Lift Station	Quantity	12-month Lease Price/Month	Monthly Total
IMET Large 1440 LSM with hanging kit	4	\$500	\$2,000
		Lease Total	\$24,000

Option: Purchase IMET modules during the lease to end the lease or at end of 12- Month lease	Discount	Price Per Module	Total Price for 4 Modules
Option 1: 3 Months	5%	\$9,975.00	\$39,900
Option 2: 6 Months	10%	\$9,450.00	\$37,800
Option 3: 9 Months	15%	\$8,925.00	\$35,700
Option 4: 12 Months	25%	\$7,875.00	\$31,500

Air Pumps, Dosing Pumps, Pump Housings and Dosing Microbes (Purchase)

Maxtown Lift Station	Quantity	Price	Total
16 CFM Air pump, airline	4	\$1,500	\$6,000
Liquid microbes Dosing Pump, manifold, and dosing line	1	\$1,400	\$1,400
Steel Air Compressor Housing with Dual Fan	2	\$1,300	\$2,600
IMET FOG Microbe 25lbs Bucket	1	\$650	\$650
Steel Dosing Pump Housing with Dual Fan	1	\$610	\$610
55-gallon drum of IMET HSL Microbes (a second 55-gallon drum will need to be purchased near 1 year of operation)	1	\$3,661	\$3,661
			\$14,921

Shipping and Installation Oversight	Quantity	Price	Discounted Price	Total
Prep and Shipping	1	\$1,300		\$1,300
Installation and start-up	1	\$800	\$0	\$0
			Total	\$1,300

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Summary Table

Purchase air pumps, microbes, etc.	\$14,921
Prep & shipping	\$1,300
12-month lease (\$2,000/month)	\$24,000
Option 4: Purchase modules at 12 months (\$7,875 each)	\$31,500
TOTAL	\$71,721

Terms of Rental/Purchase (see lease agreement Appendix B)

Payment Schedule	Timing
\$5,000 deposit - Air Pumps, Dosing Pumps, Pump Housings and Dosing Microbes	Due upon acceptance of proposal
\$9,921 Balance - Air Pumps, Dosing Pumps, Pump Housings and Dosing Microbes	Due upon receipt of materials
First \$2,000 monthly lease payment for 4 IMET modules	Due upon installation of 4 IMET Modules
Subsequent \$2,000 Monthly lease payment for 4 IMET modules	Due every 30 days from Installation Date
Packaging, prep and shipping	To be billed separately and payable upon receipt of invoice

Installation Logistics

- Delaware County will be responsible for installing conduit pipes on concrete pad from air pump housing and dosing pump housing to onsite Electrical box.
- Delaware County will prepare 1-inch airline piping at Maxtown lift station. 1- inch airlines will be connected from the air pump housing to the interior of the wet well from air pump housings. Quick disconnect will extend into wet well where airlines to the IMET Modules will be connected. Four 1- inch airlines are required for the Maxtown lift station. Delaware County is responsible for connecting airlines into the wet well. Quick disconnects will be provided by IMET
- Delaware County is recommended to place the 55-gallon microbe dosing drum in a temperature-controlled environment. Dosing lines should be in an environment that is not exposed to freezing or insulated to prevent freezing. Delaware County is responsible for connecting dosing lines into the wet well. Quick disconnects will be provided by IMET.
- Delaware County will provide watertight, secure, dedicated 110VAC connection(s) for the IMET air pump(s) and air pump housing fan. Approximately 500-watt power is required for each pump. Air pump housing fans will require 40 watts.
- Delaware County will provide watertight, secure, dedicated 110VAC connection(s) for the IMET dosing pump and dosing pump housing fan. Approximately 200-watt power is required for the dosing pump. Dosing pump housing fan will require 20 watts.
- Delaware County will provide onsite staff with confined entry qualifications and winch or tripod (400lb capacity) to lower the IMET Lift Station modules into the lift station water body.
- Delaware County will provide installation labor for any work to be done inside the lift station
- Delaware County will pump out and/or remove floating debris from lift station waterbody as determined by IMET prior to installation of the IMET technology.

Operation and Maintenance

- Delaware County will be responsible for any routine maintenance such as cleaning/changing air pump filters monthly and replacement of the air pump diaphragms as required (manufacture recommends annual replacement) as well as any additional maintenance associated with the new equipment as necessary, under the guidance of IMET Corporation.
- IMET uses stainless steel for all wetted parts. There is always the potential for metal corrosion over time in a wet well environment. At each maintenance site visit inspect all visible stainless steel including the eyebolt, carabiner(s), hanging chain, and hose clamps and replace in a timely manner.

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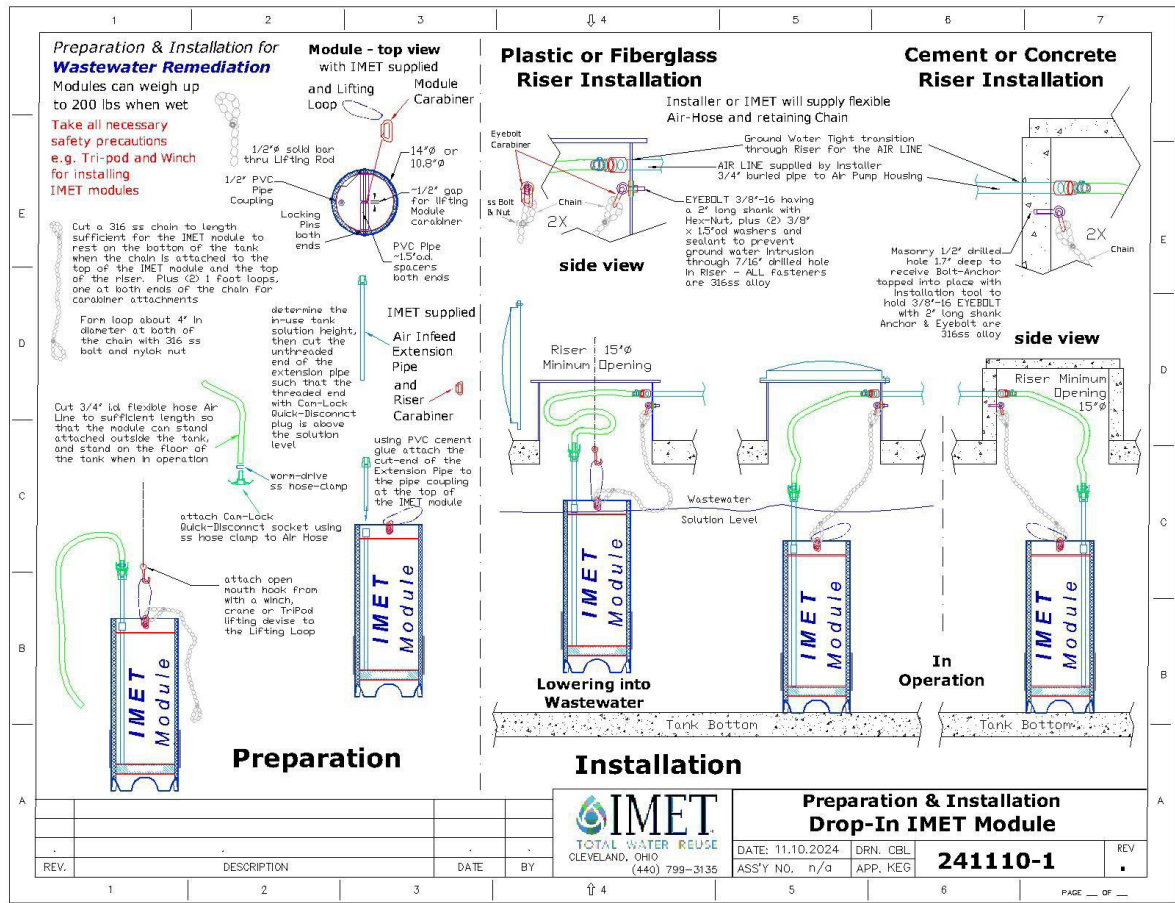
3. IMET modules require periodic daily dosing of liquid microbes at Maxtown. When IMET 55- gallon microbes drum is nearly empty, Delaware county to purchase replacement from IMET. IMET-55- gallon microbe drum is expected to last 10-12 months.
4. Delaware County to monitor dosing pumps for accurate pumping and perform any maintenance that may be required.
5. Delaware County will regularly monitor and inspect the systems once IMET installations have been completed sharing 10-15 second videos (horizontal format) with IMET.
6. IMET requests that Delaware County share all pertinent data related to the IMET installation as it is collected.

Thank you for taking the time to review our proposal. We firmly believe the IMET System will be of great benefit to Delaware County and we look forward to working with you on this project.

Sincerely,

Mehmet A. Gencer, PhD CEO, IMET Corporation

Appendix A  
IMET Lift Station Installation Drawing & Logistics



Appendix B

LEASE AGREEMENT

This agreement is hereby made this day of July 28, 2025 by and between the following parties:

Client  
Board of County Commissioners  
of Delaware County, Ohio  
91 North Sandusky Street  
Delaware, Ohio 43015

&

IMET  
IMET Corporation  
13400 Glenside Rd  
Cleveland, Ohio 44110

The parties to this agreement hereafter will be identified as Client and IMET. All dollars are U.S. dollars.

For good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

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1. **Lease of the IMET System**, consisting of the IMET Modules and hanging kits. All components of the IMET System subject to this lease agreement are identified in the proposal above
2. **Ownership of IMET System** shall remain with IMET Corporation, an Ohio corporation, unless the IMET System is purchased in full by the Client.
3. **Term.** The term of the Lease is 12-months. The functioning start-date of the lease shall be the earlier of the two following conditions: 30 days from receipt of the IMET System by the Client or the date the IMET System is commissioned into operation, as shall be defined: applying any part of the IMET System to the wastewater/waste stream. The Client first lease payment shall be due on the start-date. If the Client is 2 months or more delinquent paying IMET invoices, IMET may elect to suspend its obligations permanently or temporarily under the Lease. Should the Client choose to purchase the IMET System, the provisions of the Lease shall be considered ended/terminated upon receipt of payment in full for the IMET System.
4. **Communication.** During the Lease, communication will be given a high priority by both parties. Any possible changes to the IMET System or any perceived problems shall be shared in a timely manner. There shall always be a primary, secondary and emergency contact for both parties. The initial contacts are listed in the Exhibit that follows. Changes to the following initial contacts shall be communicated to the other party in a timely manner.
5. **Termination.** The Lease may be terminated/ended by either party showing cause without hope of remedy. Lease termination notification shall list cause and shall be accomplished by written notification via United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective party at its mailing address set forth below. If one of the parties is perceived as being delinquent in fulfilling its obligation, that party shall take immediate action and show significant progress in resolving the perceived issue within 60 days. Upon the Lease termination and not as result of purchase by the Client of the IMET System, the IMET System will be removed by the Client for return to IMET as IMET shall direct.
7. **Lease Payment.** The Client's first lease payment shall be due on the start- date, the commissioning of the IMET System into operation (as defined above in paragraph #3). Each subsequent lease payment shall be remitted by the Client to IMET as a check or ACH payment on consecutive monthly intervals from the start-date.
8. **Loss, Damage, and Repairs.** The Client will promptly notify IMET of any damage to, or loss, destruction, or theft of any of the component(s) of the IMET System, with full details of the occurrence and will bear the costs and expenses of repair or replacement, including prompt and reasonable reimbursement to IMET for costs IMET incurs to repair or replace the component(s). The Client will not make any unauthorized repairs or alterations to the IMET System. If such repairs or alterations are authorized by IMET, they must be under direct IMET supervision.
9. **Location and Use of the IMET System.** Client will at all times during the term of this Lease ensure that the IMET System equipment is in Client possession and control. Client will use the IMET System only for the agreed upon design for which it was leased. IMET may, on reasonable notice to Client, enter the premises where the IMET System is located. No third party is allowed access to the IMET System for analysis or other testing without IMET express written permission.
10. **Accessories.** During the term of this Lease, Client will provide and maintain an adequate electrical outlet/power source, a water source, conduit for airlines connecting air pumps, and a mounting site for each Unit, at Client sole cost and expense.
11. **Loss, Damage, and Repairs Upon Purchase.** All IMET manufactured components will carry a five-year limited warranty from the start-date to operate successfully when maintained properly and used under the conditions for which they were specified. All other non-IMET manufactured components will each carry the OEM warranty as a direct pass-through to the Client.
12. **Intellectual Property; Confidentiality Information:** The terms of this Agreement cover, but are not limited or restricted to, any and all non- public confidential and/or proprietary information, all analyses, compilations, data, studies, technical information, know-how, formulas, processes, designs, sketches, photographs, videos, specifications, samples, materials used in IMET wastewater units, reports, inventions or ideas, or other documents, plans, drawings, or writings, product formulation, production environmental

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information, and the like whether disclosed by IMET to the Client or by the Client to IMET (hereafter referred to as "Information"), furnished directly or indirectly, in any manner, including oral, written, or electronic, by either party to the other in connection with the Project including and without limitation any and all directors, officers, employees, engineers, contractors, subcontractors (including third parties retained for temporary legal, financial, consulting, administration, clerical, or programming support), agents, and representatives of either Client or IMET (hereafter referred to as "Representatives"). The disclosing party of Information shall designate or mark the proprietary nature of its confidential Information, so that "Recipient" is aware that its receipt is governed by the terms of this Agreement. If disclosed orally, the disclosing party will confirm the information as "Confidential" in writing within thirty (30) days. A suitable designation or mark is "*CONFIDENTIAL*". The information disclosed by inspection of facilities of the parties or information regarding product formulations or manufacturing techniques of the parties shall be considered confidential Information without the need for designation as such.

13. **Nondisclosure.** Client and IMET each agree on behalf of themselves and their employees, associates, subcontractors, installers and the like, that the Information will be kept confidential and will not be disclosed to any third party in any manner whatsoever except the Representatives, for any purpose, in whole or in part, and will not be used directly or indirectly for any purpose other than the Project. With respect to any Information which is disclosed to a person not a party to this Agreement, the disclosing party shall utilize its best efforts to prevent said third party from disclosing the Information. Both parties shall make only the number of copies of the confidential Information necessary to disseminate the information to those employees who are entitled to have access to it and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies. Nothing in this Paragraph #13 or preceding Paragraph #12 shall alter the Client’s obligations under section 149.43 of the Ohio Revised Code regarding public records. If the Client receives a public records request for any Information, the Client shall promptly notify IMET and provide IMET an opportunity to assert the confidentiality of the Information. Notwithstanding the foregoing, the Client shall not be liable for the release of Information as required by applicable law or court order.
14. **General Provisions.** *Applicable Law.* This Lease is governed by and must be interpreted under Ohio law, without regard to its choice-of-law provisions.
- a. *Expenses of Enforcement.* In the event of a dispute, controversy or claim, arising out of or related to any provision of this Agreement, the parties shall bear their own respective costs and expenses, including reasonable attorney’s fees.
  - b. *Severability.* If any part of this Lease is held to be indefinite, invalid, or otherwise unenforceable, the rest of the Lease will continue in full force.
  - c. *Joint Drafting.* The parties have jointly participated in negotiating and drafting this Lease, and if any question of intent or interpretation arises, it will be construed as if drafted by all parties.
  - d. *Waivers.* If IMET waives enforcement of any of this Lease’s terms or conditions, it will not constitute a waiver by IMET of any earlier, concurrent, or later breach or default by Client.
  - e. *Notices.* All notices and consents required or permitted under this Lease must be in writing and will be deemed to be delivered when hand-delivered, or three days after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective party at its mailing address set forth below. Either party may change its address for notices by giving the other party written notice of the change.
  - f. *Exhibit A and Exhibit B* are incorporated into this Lease.

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

16  
RESOLUTION 25-556

IN THE MATTER OF APPROVING A VACATION AND RELEASE OF SANITARY SEWER  
EASEMENT FOR CF ARCIS VIII, LLC IN DELAWARE COUNTY, OHIO (OFFICIAL RECORD  
2107, PAGES 271-278):

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

WHEREAS, the Sanitary Engineer has received a request to vacate an existing sanitary sewer easement located at 10377 Concord Road; and

WHEREAS, since the time of recording the easement on this parcel, the Sanitary Engineer has determined that a different sanitary sewer alignment is needed and that the existing easement is not necessary; and

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WHEREAS, the Sanitary Engineer recommends approving a Vacation and Release of Sanitary Sewer Easement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Vacation and Release of Easement:

VACATION AND RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT the undersigned BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby permanently surrenders, vacates, and releases the Sanitary Sewer Easement granted to it by CF ARCIS VIII LLC, of record in Official Record Book 2107, Pages 271-278 Recorder’s Office, Delaware County, Ohio, such surrendered, vacated, and released easement being described and depicted on Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned has caused this Vacation and Release of Easement to be executed on the date written below.

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

17  
RESOLUTION NO. 25-557

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR DEL WEBB EXPLORE NORTHSTAR:

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

WHEREAS, on July 28, 2025, a Ditch Maintenance Petition for Del Webb Explore Northstar (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Del Webb Explore Northstar, 344.11 acres in Kingston Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$ 5,420,553.22 and a detailed cost estimate is attached in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 570 (154 in Section 1 Phases A & B, 95 in Section 2, 37 in Section 3, 113 in Section 4, 54 in Section 5, & 117 in Section 6) lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 9,509.74 per lot. An annual maintenance fee equal to 2% of this basis (\$ 190.19 ) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the Section 1, Phases A & B lots in the amount of \$ 29,289.26 has been paid to Delaware County. Future assessments to be paid at time of platting for Sections 2, 3, 4, 5, & 6.

Section 2: \$18,068.05  
Section 3: \$7,037.03  
Section 4: \$21,491.47  
Section 5: \$10,270.26  
Section 6: \$22,252.23

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



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18  
RESOLUTION NO. 25-558

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR MERCEDES BENZ OF SUNBURY:

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

WHEREAS, on July 28, 2025, a Ditch Maintenance Petition for Mercedes Benz of Sunbury (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Mercedes Benz of Sunbury, 23.4 acres in Berkshire Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$89,475.36 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 23.4 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore, \$3,823.73 per acre. An annual maintenance fee equal to 2% of this basis (\$76.47) will be collected for each developed acre. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,789.40 has been paid to Delaware County.

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

19  
RESOLUTION NO. 25-559

IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE HYATTS ROAD AND SOUTH SECTION LINE ROAD ROUNDABOUT PROJECT:

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

WHEREAS, on October 21, 2024, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 24-839, authorizing the submission of an application for funding assistance to the Ohio Public Works Commission (“OPWC”) for the Hyatts Road and South Section Line Road Roundabout project; and

WHEREAS, OPWC approved the application for funding assistance, subject to the Board’s approval of a project grant agreement;

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

Section 1. The Board hereby approves the Project Grant Agreement with OPWC for the Hyatts Road and South Section Line Road Roundabout project, known as OPWC Project No. CQ12AC.

Section 2. The Board hereby authorizes Commissioner Gary Merrell to execute the Project Grant Agreement on behalf of the Board.

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

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20  
RESOLUTION NO. 25-560

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE  
BID DATE FOR THE PROJECT KNOWN AS THE FRANKLIN WATERSHED DRAINAGE  
IMPROVEMENT PROJECT:

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

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Franklin Watershed Drainage Improvement Project; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that:

Section 1. The Board hereby approves the plans, specifications and estimate for the project known as the Franklin Watershed Drainage Improvement Project.

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

Public Notice  
Advertisement for Bids

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 Tuesday August 19, 2025, at which time they will be publicly received and read aloud, for the project known as:

O.R.C. 6131 DRAINAGE IMPROVEMENT PROJECT  
Franklin Drainage Improvement Project

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

THE ENGINEER’S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$192,786.34 PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER’S CONSTRUCTION ESTIMATE.

PRE-BID MEETING  
Wednesday August 13, 2025, at 10:00  
5111 South Old 3C Highway Westerville Ohio 43082

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

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

The Owner requires that all work associated with the project be completed before December 19, 2026. The estimated commencement of work date is September 1, 2025.

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

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

21  
RESOLUTION NO 25-561

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE  
MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE  
ASSESSMENT COLLECTION PERCENTAGE FOR 2026 FOR THE GRIFFITH #391 DRAINAGE  
IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff recommend finalizing the schedule of maintenance base, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Griffith #391 Drainage Improvement Project; and

WHEREAS, for the request to finalize the schedule of maintenance base (final schedule of assessments

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available in the Commissioners’ Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2026, the following information may be used to initiate the account:

Name: Griffith #391  
Account: 2501  
Organization: 21911401  
Amount: \$41,878.95  
2026 Collection: 5.0%

**Maintenance Easement Description: (Map available at Engineer’s Office)**  
Beginning at Point A at the exit of a 30” Pipe at the southwest corner of Peachblow Road and North Road and extending to Point E at the junction with the Havens #1814 Drainage Maintenance Project

A to B:  
25 feet right of top of bank  
25 feet left of top of bank  
B to C:  
15 feet right of centerline  
15 feet left of centerline

C to D:  
20 feet right of subsurface drain  
20 feet left of subsurface drain

D to F:  
20 feet right of subsurface drain  
20 feet left of subsurface drain

D to E:  
25 feet right of top of bank  
25 feet left of top of bank

Access Easement:  
A1 to A2:  
30 feet left of top of bank

A3 to A4:  
30 feet right of top of bank

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the final schedule of maintenance base, establishes the Maintenance Account and approves the Maintenance Easements for the Griffith #391 Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2026;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment.

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

22  
RESOLUTION NO. 25-562

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Ribov #620 Watershed Drainage Improvement Project;

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

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

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0190	DEL-CO WATER	FANCHER ROAD	WATER LINE
UT2025-0191	CINCINNATI BELL	RUTHERFORD RD #3925	FIBER OPTIC CABLE
UT2025-0192	CINCINNATI BELL	GLENMORE & WILLOW WAY	FIBER OPTIC CABLE
UT2025-0193	DEL-CO WATER	VANS VALLEY	WATER MAIN

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

24  
RESOLUTION NO. 25-564

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMIT, ESTABLISH STOP CONDITIONS, AND RELEASING THE SURETY FOR BEECHWOOD ESTATES:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in Beechwood Estates (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

Beechwood Estates:

- An addition of 0.274 mile to Township Road Number 1902, Salt Well Run; and

WHEREAS, the Engineer recommends that the following stop conditions be established through the Subdivision:

- Establish a stop condition for Township Road 1902, Salt Well run at its intersection with State Route 521; and

WHEREAS, the Engineer recommends that a 25-mile-per-hour speed limit be established throughout the Subdivision; and

WHEREAS, the Engineer also requests approval to return the maintenance surety to the owners, State Route 521 Properties, Inc.;

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 the speed limit, establishes stop conditions, and releases the surety in accordance with the Engineer’s recommendations stated herein.

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

25  
RESOLUTION NO. 25-565

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

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 and Compensation of a Public Employee or a Public Official, for Pending or Imminent Litigation and for Collective Bargaining.

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

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26  
RESOLUTION NO. 25-566

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

27  
RESOLUTION NO. 25-567

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

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

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between AFSCME, Ohio Council 8 (Union) and the Delaware County Board of Commissioners/Environmental Services and reflects the parties’ agreement to implement wage increases effective the first full pay period in July 2025.

The parties agree that the wages set forth in the current collective bargaining agreement effective January 1, 2023 through December 31, 2025 as set forth in Article 21 and Appendix A of that agreement shall be modified as set forth in the wage scale contained in Appendix 1 attached to this MOU.

The actual wage rates to be paid to current bargaining unit employees upon the effective date of this MOU are set forth in Appendix 2 attached to this MOU.

To be eligible for such wage increases, employees must be employed within a bargaining unit position on the date this MOU is signed by the parties and on the date the retroactive pay is paid to bargaining unit employees.

Employees hired in a bargaining unit position after the effective date of this agreement shall be placed on the pay scale in accordance with the current County compensation plan.

This MOU does not effect or modify any other provision of the current collective bargaining agreement.

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

28  
RESOLUTION NO. 25-568

IN THE MATTER OF APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF, THE DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

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

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO  
COUNCIL 8 AFL-CIO  
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Director of Environmental Services (the “Director”), subject to the approval of the Delaware County Board of Commissioners (jointly referred to as "Employer"), and Local 2896 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subject.

ARTICLE 2 - RECOGNITION

**Section 2.1        Classifications.** To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: all full-time and regular part-time employees of the Sewer District in the following classifications: Chemist I,

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Chemist II, Collections Laborer, Collections Technician I, Collections Technician II, Collections Crew Chief I, Collections Crew Chief II, Lead Collections, Maintenance Technician I, Maintenance Technician II, Maintenance Technician III, Electronic Maintenance Technician I, Electronic Maintenance Technician II, Technician, Lead Maintenance Technician, , Relief Operator, Regional Wastewater Facility Operator, Lead Operator, Inspector I, Inspector II Lead Inspector, and Truck Driver.

Excluded from the bargaining unit are all Management Level Employees, Confidential Employees, and Supervisory Employees as defined in the Act including the Director, Sanitary Engineer, Deputy Director, Operations Superintendent, Operations Assistant Superintendent, Operations Manager, Operations Manager Class IV, Maintenance Manager, Collections Systems Manager, Collections Assistant Manager, Maintenance Assistant Manager, Administrative Coordinator, Construction Coordinator, Construction Permitting Specialist, Administrative Assistant I, Environmental Safety & Compliance Coordinator, Utility Billing Specialist I, Utility Billing Specialist II, Fiscal Utility Billing and Administrative Supervisor, Lab Program Manager, Fiscal Specialist, Construction Manager, Construction Administrator, Asset Control Specialist, Engineering Technician, Staff Engineer I, Staff Engineer II, and Staff Engineer III.

**Section 2.2 Exclusive Recognition.** Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

**Section 2.3 Employee Rights.** Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

**Section 2.4 Position Descriptions.** The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description and the inclusion of the new position in the bargaining unit. If the parties are unable to come to agreement on the inclusion of the position in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

**ARTICLE 3 - NON-DISCRIMINATION**

**Section 3.1 Uniform Application.** The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or handicapped status and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, religion, gender identity, military status, sexual orientation, creed, national origin, or handicapped status. The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any perceived discrimination or harassment must be reported to the Employer immediately.

**Section 3.2 Gender.** Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

**Section 3.3 Sexual Harassment.** Sexual harassment shall be considered a form of discrimination and shall not be tolerated.

**Section 3.4 Grievances.** Grievances alleging a violation of this Article may be appealed to Step 2 of the grievance procedure but are not subject to arbitration. This provision does not preclude an employee from filing a charge of discrimination with the EEOC or OCRC. \

**ARTICLE 4 - HEALTH & SAFETY**

**Section 4.1 Policy.** Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union shall cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

**Section 4.2 Employee Responsibility.** All employees shall promptly report unsafe conditions related to physical plant, tool, and equipment to their supervisor.

**Section 4.3 Dangerous Act.** An employee shall not be disciplined for a refusal to engage in an unsafe or dangerous act or practice. Such refusal shall be immediately reported to said designated supervisor. Employees who use this section to avoid unpleasant or customary job responsibilities shall be subject to disciplinary action.

**Section 4.4 Safety Issues.** Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraphs (a) and (b) below.

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An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

- a. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, or in the absence of their supervisor, the next level of supervision, within two work days of the occurrence of the alleged violation.
- b. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director, or his/her designee, within two work days after his conference with the immediate supervisor. The Director or designee will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Director or designee shall provide his written response to the alleged violation.

**ARTICLE 5 - NO STRIKE/LOCKOUT**

**Section 5.1 No Strike.** The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of, or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

**Section 5.2 Violations.** Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 5.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

**Section 5.3 No Lockout.** The Employer shall not lockout the employees during the term of this Agreement.

**ARTICLE 6 - MANAGEMENT RIGHTS/WORK RULES**

**Section 6.1 Recognition.** The Union recognizes the Director and Board of County Commissioners ("Management" or "Employer") together as the authorities vested with the right to manage and to fund the Delaware County Regional Sewer District.

**Section 6.2 Management Rights.** Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, management retains and reserves all powers vested in management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;

to manage and determine, and from time to time re-determine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;

to establish and change work hours, work schedules, and assignments;

to manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;

to determine the Employer's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;

to determine the size, composition and adequacy of the work force, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;



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to establish or amend job descriptions of personnel within the bargaining unit;

to promulgate and enforce work rules, department orders, policies and procedures, provided they are consistent with the provisions of this Agreement;

to require employees to use or refrain from using specified equipment, uniforms, or tools;

to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;

to determine overtime and the amount of overtime required;

to maintain the security of records and other pertinent information;

to determine conduct and performance expected of an employee in an emergency situation; and,

to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

**Section 6.3 Residual Responsibilities.** Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

**Section 6.4 Work Rules.** Management rights not limited in this Agreement are exclusively reserved by the Director and the Delaware County Board of Commissioners. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the Department ("work rule"), so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations designated by the Employer and notify the Union Chapter President or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with, any work rule.

Each employee shall receive a written copy of all work rules or the Employer shall have all work rules available on the County website or intranet. To the extent applicable, work rules shall be consistently applied and enforced.

**Section 6.5 ADA, EEOC.** Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Employer, it will indemnify and hold the Employer harmless for any legal liability and all costs and damages flowing therefrom, including attorneys' fees, incurred as a result of such opposition.

**ARTICLE 7 - ASSIGNMENT OF WORK/SUBCONTRACTING**

**Section 7.1 Work Assignment.** The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been so assigned in the past.

**Section 7.2 Subcontracting.** The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency, and in other circumstances in which work was subcontracted in the past.

**Section 7.3 Prior Discussions.** Except for emergencies involving the public health, welfare and safety, the Employer agrees that contracting work which will result in a reduction of the bargaining unit by termination or layoff or a permanent reduction of their work week, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

**ARTICLE 8 - UNION REPRESENTATION, LABOR MANAGEMENT MEETINGS**

**Section 8.1 Union Representatives.** The Union shall select and designate in writing to the Employer a local union representative (the steward or president) and Ohio Council 8 representative. Such representatives shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the union representative shall be deemed as notice to the Union. The Employer shall not be required to meet with any

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persons, other than the union representatives, on behalf of the Union for purposes of discussing the matters involving the terms and conditions of employment.

**Section 8.2 Bulletin Boards.** The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union to remove the materials.

**Section 8.3 Use of County Meeting Rooms.** The Employer agrees to allow the Union to use meeting rooms on the Employer's premises upon reasonable notice when such premises are available to conduct bargaining unit meetings. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

**Section 8.4 Union Matters.** Upon approval of the supervisor, the Union representatives shall have the right to conduct union business, including but not limited to: negotiations, fact finding, grievance meetings, disciplinary hearings and meetings, and LMC meetings.

**Section 8.5 Labor Management Meetings.** Regular L/M meetings may be held between the Employer and Union representatives to discuss matters of concern. Meetings will be held at the written request of either party no more than once quarterly or as the parties mutually agree. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than two (2) representatives of the Department and not more than two (2) representatives of the bargaining unit. A Union staff representative and a County Administrative representative may also attend and others as mutually agreed.

**Section 8.6 Seniority List.** Upon request, the employer shall supply a list of names, classifications, seniority dates, address, email, and telephone numbers of all employees in this bargaining unit to the union president and staff representative.

**ARTICLE 9 - DUES DEDUCTION**

**Section 9.1 Dues Authorization.** During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the Chapter Chairperson.

**Section 9.2 Dues Remittance.** The Union shall advise the County Auditor and County Administrative Services, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the County Auditor to deduct such monies out of future paychecks only upon the express written direction of the Chapter Chairperson.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to AFSCME Ohio Council #8, Local 2896, 6800 North High Street, Worthington, Ohio 43085, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, and addresses of those employees who had union dues deducted along with the amount of the deduction.

**Section 9.3 Good Standing.** There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing to both the Union and Employer of any previous authorization permitting deductions, in accordance with the Authorization Card signed by the Employee unless otherwise required by law.

**Section 9.4 Hold Harmless.** The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

**ARTICLE 10 - SENIORITY**

**Section 10.1 Definition.** Seniority is an employee's uninterrupted length of continuous service with the Employer compiled by time actually on the Employer's payroll, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

**Section 10.2 Loss of Seniority.** The following are examples when an employee shall lose all seniority rights upon an interruption of continuous service including, but not limited to, any one or more of the following reasons:

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1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
2. Voluntary resignation.
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
4. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff.
5. Layoff for a continuous period of longer than the recall right period.
6. Failure to report to work following the expiration of an approved leave of absence.
7. Reassignment to a non-union position.

**Section 10.3 Seniority List.** The Employer agrees to provide a seniority list on an annual basis upon request of the local union president.

**ARTICLE 11 - PROBATIONARY EMPLOYEES\**

**Section 11.1 New Hire Probationary Period.** Newly hired employees must complete a one year probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement nor appealable to the State Personal Board of Review.

**Section 11.2 Promotional Probationary Period.** Employees who have been selected, pursuant to Article 12, "Vacancy & Promotion," to be promoted into a higher paying position are subject to being reduced to their previous position prior to completion of a one hundred eighty (180) calendar day trial period. Such promoted employees may voluntarily revert back to their former position during this trial period if their former position is vacant and available. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

**Section 11.3 Voluntary Reductions in Classification, Review Period.** Employees who apply for and are awarded a voluntary reduction in classification shall not be required to complete a probation period however they shall be subject to a review process for a 180 calendar day period to evaluate and ensure fit with the new position. This process shall include a transitional review at three months from the date when the employee actually begins to perform the duties of the new position and a comprehensive evaluation at the end of the review period. The review period may be extended by mutual agreement

**Section 11.4 List of Employees.** The Employer will furnish the Union a list of new hires each instance showing name, address, date of hire, starting rate, and classification. The Employer shall also furnish this same information to the Union, each instance for employees who have completed this probationary period, been terminated, promoted, or transferred. The above-mentioned lists shall be furnished to the President of Local 2896 within seven (7) calendar days of each instance of said action.

**ARTICLE 12 - VACANCY, PROMOTION, TEMPORARY ASSIGNMENT**

**Section 12.1 Posting of Vacancies.** If the Employer decides, in its discretion, to fill a vacancy of a position in the bargaining unit, the Employer shall post a dated notice, indicating the position and other information. The notice shall be posted for at least ten (10) calendar days. Interested employees may have their applications considered by filing an application with the County Human Resources during the time of the posting. Applications filed after the posting has expired or been removed shall not be considered. Probationary employees shall be permitted to apply for any open vacancy.

It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Employer's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Employer, in his/her discretion, determines that no current employees who applied have the desired qualifications and experience.

The Employer shall select the applicant it deems best qualified for the position after considering an applicant's: seniority; qualifications, including education, certifications/licensure, and specialized training; active discipline; work record; attendance; experience in the same or similar positions with this or another employer; evaluations; and, demonstrated ability with the Employer.

**Section 12.2 Temporary Assignment.** All employees shall be required to perform any and all temporarily assigned duties of which they are capable regardless of their usual or customary duties or job assignments. When an employee is temporarily assigned to substitute in another job classification, he/she will receive the greater of his/her regular pay or the minimum of the wage chart for the position for which he/she is temporarily assigned. No temporary assignment shall extend past 180 calendar days. Temporary assignments may be utilized for reasons such as filling in for an absent employee or occupying a vacant position while the Employer determines whether or not and with whom to fill the position.

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**ARTICLE 13 - LAYOFF & RECALL**

**Section 13.1 Reasons for Layoff.** Employees may be laid off for one or more of the following reasons:

1. Lack of funds within the Sewer District operation and maintenance funds. A lack of funds means that the Sewer District has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.
2. Lack of work within the Sewer District. A lack of work means a current or projected temporary decrease in the work load, expected to last less than one year, which requires a reduction of current or projected staffing levels.
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the Sewer District due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

**Section 13.2 Order of Layoff.**

1. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then part-time, and then full-time employees within the classification shall be laid off. Full-time employees shall be laid off in the following order:
  - a. Newly hired employees in that classification who have not completed their probationary period;
  - b. In the event it becomes necessary to lay off full-time employees covered by this Agreement, the least senior employee in the classification shall be laid-off first except that an Operator who has attained a Class 3 certification shall not be laid-off before an Operator with a lower level of certification.
2. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by personal service or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.
3. Employees on lay-off shall be notified of openings in classifications other than the classification from which the employee was laid-off and shall have the right to submit a bid pursuant to Article 12. No new employee shall be hired into such classification provided that the laid-off employee has the skill and necessary licenses and/or certification to perform the duties of the position in question.

**Section 13.3 Displacement Rights.** An employee may displace (bump) another employee with less seniority pursuant to the following procedure:

1. Employees shall have five (5) calendar days from receipt of notice of layoff to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights.
2. Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision and the employee possesses the necessary certifications and licenses for the classification or position.
3. In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

**Section 13.4 Recall or Reinstatement Rights.**

1. An employee who has been laid-off shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.
2. An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire within fourteen (14) days of certified mailing.
3. An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violate any state or federal

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regulation of any Sanitary Engineer facility, which has been deemed to supersede this Agreement.

4. It is the responsibility of each employee on lay-off to notify the Director in writing of any change of address. Upon receipt of the notice of recall the employee must inform in writing whether he accepts or declines the offer of reinstatement or re-employment. If the Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or re-employment to the same classification from which the employee was laid-off shall be removed from the lay-off list.
5. Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period.

**Section 13.5 Vacation Leave Payout.** Laid-off employees will be paid all accrued unused vacation pay at time of layoff.

**Section 13.6 Right to Appeal.** An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed to Step 2 with Step 1 being waived.

**ARTICLE 14 - DISCIPLINARY ACTION**

**Section 14.1 Standards of Conduct.** Non-probationary employees may be disciplined or discharged for just cause including, but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect and including violation of the Ethics of County Employment and County Rules.

**Section 14.2 Discipline.** Disciplinary action shall normally be taken in progressive manner and shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay and/or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

**Section 14.3 Pre-disciplinary Process.** Before imposing a reduction in pay or position, suspension, or discharge, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The conference will be scheduled as promptly as practical by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority, and accruals for the suspension period.

**Section 14.4 Serious Offenses.** Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (a) theft of property of the Employer or fellow employee; (b) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (c) insubordination; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of records; (f) fighting; and (g) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public.

**Section 14.5 Appeal of Discipline.** When imposing a reduction in pay or position, suspension, or discharge, the Director shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of a written order. Grievances of termination discipline shall be filed at Step 2. Grievances concerning verbal and written reprimands may not be appealed to Step 3 of the grievance procedure, however, a third reprimand in a calendar year is subject to Step 3 of the grievance procedure.

**Section 14.6 Exclusive Appeal.** Ohio Revised Code section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 15.

**Section 14.7 Union Representation.** When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

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**ARTICLE 15 - GRIEVANCE PROCEDURE**

**Section 15.1 Definitions.** For the purposes of this Article, the below listed terms are defined as follows:

**Grievance.** A grievance is a dispute or controversy arising from the misapplication, misinterpretation or violation of an express term of this written Agreement.

A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant; (2), the identity of the provision(s) of this Agreement involved in the grievance; (3) the time and place where the alleged events or conditions giving rise to the grievance took place; (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

**Grievant.** A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, the Employer may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

**Section 15.2 Days, Timelines, Extensions.** The limits in days under each section shall be counted as calendar days unless otherwise specified. The time limits may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

**Section 15.3 Delivery/Service.** The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Service to the Employer shall be to the individuals and locations it designates. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate and shall be kept to the minimal time necessary.

**Section 15.4 Grievance Steps.** The following procedures shall apply to the administration of all grievances filed under this Article: (Note: Terminations may be appealed directly to Step 2 of this grievance procedure.)

1. **Step 1:** Immediate Supervisor. The grievant or union representative shall, within seven (7) calendar days after the alleged grievance has occurred, reduce the grievance to writing and serve the grievance on the Immediate Supervisor, or his designee. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

The Immediate Supervisor or designee shall give his or her answer in writing within seven (7) days of the filing of the grievance. If the Immediate Supervisor or his designee fails to respond within the established time limit, the grievant may pursue the grievance to the next step of the procedure.

2. **Step 2:** Director. If the grievance is not satisfactorily resolved in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the Director or his designee within seven (7) calendar days after the grievant's receipt of the Step 1 answer. The written appeal shall be served on the Director, or his designee in the Director's absence. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

The Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an Ohio Council 8 representative. The Union may request that other employees attend the meeting. The Director, or his designee, may also request that other persons be present at the Step 2 meeting. The Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting or within the agreed upon extension, if any, the Union may pursue the grievance to Step 3.

3. **Step 3:** Arbitration.

**Notice to arbitrate, selection of arbitrator.** If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by serving the Employer written notice of its desire to arbitrate. The written notice must be received by the Director or the Commissioner's office in the absence of the Director within thirty (30) days of receipt of the Step 2 answer. Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing of the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), American Mediation Services (AMS), or the State Employment Relations Board (SERB), to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method with the Union making the first strike, with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement.

**Issue for arbitrator.** The arbitrator shall hear and determine only one grievance except upon specific and written agreement of the Union and the Employer to do so unless two or more grievances which arose out of the

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same nucleus of operative facts, except discipline. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

**Authority of arbitrator.** The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

**Limits of authority of arbitrator.** The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement in arriving at a determination of any issue properly presented within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

**Exclusive procedure.** The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the spokesperson and the Employer, shall be final and binding upon the grievant, the Union, and the Employer.

**Costs.** The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the Arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

**Exchange of witness and document lists.** Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.

**Attendance at hearings.** Grievants or local union representatives attending step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

**Section 15.5 Voluntary Mediations.** The parties agree that they may utilize the services of a mediator to resolve pending grievances. The Union and the Employer shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

#### **ARTICLE 16 - HOURS OF WORK/OVERTIME**

**Section 16.1 Work Week.** The normal work week for all employees, except as provided herein, shall be forty (40) hours worked.

**Section 16.2 Continuous Operations.** The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall continue to total forty hours in the scheduled operator workweek.

**Section 16.3 Lunch Period and Breaks.** Employees shall be permitted, a thirty (30) minute paid meal during which they shall be required, at the Employer's discretion, to be on call and/or at the Employer's premises. All employees shall be granted two (2), fifteen (15) minute break periods, one each half (1/2) shift.

Meal periods and break periods for these employees engaged in continuous operations are to be taken at the facility as conditions permit while maintaining all monitoring responsibilities. Other employees may schedule meal and break periods with the approval of the Employer. and if meals are taken at a plant, such will be at the plant with the shortest travel time.

**Section 16.4 Overtime and Compensatory Time.** Employees shall be paid one and one-half (1½) times their applicable rate of pay for all hours in excess of forty (40) hours in any work week. For purposes of determining overtime eligibility, holidays, vacation leave, and personal leave are considered hours worked for any overtime.

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An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and one half (1-1/2) time basis at a time mutually convenient to the employee and Employer within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section. In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours as he determines that needs may require. Failure to report for overtime assignments may result in discipline.

The Employer shall first offer pre-scheduled overtime to all employees within the department who are qualified on a generally equal basis and then to other qualified employees. For distribution of prescheduled overtime the "department" shall mean the plants (each regional plant), package plants, maintenance, collections, and inspectors. The Employer shall distribute other overtime in his discretion. Overtime may be necessary and required. Overtime shall not be required until the Employer has determined that no qualified employee has volunteered to work overtime.

**Section 16.5 Minimum Call-in.** Any employee called in for trainings or meetings (whether in person or remotely) to work outside of his normal scheduled hours of work shall be paid a minimum of two (2) hours. Any employee called in to work outside of his normal work hours to address an emergency situation shall be paid a minimum of three (3) hours at 1.5 times the employee's regular hourly rate.

**Section 16.6** Pyramiding of Overtime. There shall be no pyramiding of overtime.

**ARTICLE 17 – SICK, PERSONAL AND UNPAID LEAVES**

**Section 17.1 Sick Leave.** Each fulltime employee shall earn four and six-tenths (4.6) hours sick leave upon completion of each eighty (80) hours of service. An employee may accrue sick leave credit only on the basis of his full-time continuous regular employment with the Employer. Sick leave shall be accrued without limit.

Sick leave shall only be used for the employee's personal sickness, injury, or pregnancy, or serious illness, injury, or death in the employee's immediate family defined as employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, great-grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children (for whom the employee is responsible), step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In instances in which paid sick leave is being used for a death in the employee's immediate family, such paid leave shall not exceed five (5) days without further written approval by the Employer.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The County may grant additional time off on a case by case basis not to exceed three (3) days.

An employee who is absent due to one of the above reasons must report his absence to the Employer, as required by Department policy. In order to qualify for use of paid sick leave, the employee must complete a sick leave request. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the Director or his designee may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

When sick leave is used it shall be deducted from the employee's credit on the basis of 15 minute increments. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

If an employee's illness or disability continues beyond the time covered by his earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence.

**Section 17.2 Sick Leave Conversion at Retirement or Death.** An employee may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of their accrued, but unused, sick leave balance accumulated with Delaware County. The total value of the sick leave paid, earned with Delaware County, as severance pay shall not exceed the value of 60 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement. An employee, who has a sick leave balance that has accumulated with the state of Ohio, or any other political subdivision of state, may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of the employee's accrued, but unused, sick leave. The total value of the sick leave paid, earned with another political subdivision, as severance pay shall not exceed the value of 30 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement. To qualify for this severance benefit, the employee must meet the requirements for a disability or service retirement and have at least



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10 years of service with the state, any political subdivision of the state, or any combination of such service. The total value of the sick leave paid under this policy, earned with Delaware County and another political subdivision combined, as severance pay shall not exceed the value of 60 days paid leave. Payment for sick leave will eliminate all sick leave credit accrued by the employee at that time.

Upon the death of an employee in the active service with Delaware County, unused accumulated sick leave shall be paid to the employee’s spouse, children, or parents, if any, in that order or to the employee’s estate. Payment for sick leave accumulated while in the employ of Delaware County shall be based on the employee’s straight- time hourly rate at the time of death and will be paid in cash for one-fourth of value of the employee’s accrued, but unused sick leave balance, with no limit.

**Section 17.3 Jury Duty Leave.** The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Personnel Manual in effect at that time.

**Section 17.4 Family and Medical Leave.** The County FMLA policy will be applied to employees.

**Section 17.5 Other Unpaid Leaves of Absence.** Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer. A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.

Educational leave may be granted for up to two years for purposes of education, training, or specialized experience which would benefit the Sewer District. Upon completion of the leave of absence, the employee will be returned to his former position or a similar position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall not be governed by the Article on Vacancy and Promotion but shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay, an employee does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. His anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence must pay the premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

**Section 17.6 Personal Leave.** Each bargaining unit member shall be entitled to, up to and including twenty-four (24) hours per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least 120-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in at least two (2) hour increments.

**ARTICLE 18 - HOLIDAYS**

**Section 18.1 Holidays.** All full-time employees shall receive the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Employees will also be given four (4) hours holiday pay on Little Brown Jug Day and Christmas Eve Day.

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**Section 18.2 Holiday Pay.** Holiday pay will be calculated at the employee’s straight-time hourly rate for eight (8) hours, (or 4 hours where applicable). Employees may not take comp time in lieu of holiday pay.

**Section 18.3 Observance.** In the event that a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If it falls on a Sunday, the following Monday will be considered the holiday. In a year in which December 25 falls on a weekend (Saturday or Sunday), the Employer, in its sole discretion, shall determine the scheduling of the holiday for December 25, as well as for the following January 1 holiday.

The Employer may require employees to work on a particular holiday.

**ARTICLE 19 - VACATIONS**

**Section 19.1 Vacation Earned.** Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

Years of Service	Vacation Accrual Annually
Less than 4 years	80 Hours – Accrual Rate: 3.1 hours
4 but less than 9 years	120 Hours – Accrual Rate: 4.6 hours
9 but less than 14 years	160 Hours – Accrual Rate: 6.2 hours
14 but less than 19 years	180 Hours – Accrual Rate: 6.9 hours
19 years or more	200 Hours – Accrual Rate: 7.7 hours

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

**Section 19.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death.** An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns or retires in good standing from County service. In case of an employee's death, earned but unused vacation leave shall be paid to the employee’s spouse, children, or parents, in that order, or to his estate.

**Section 19.3 Scheduling of Vacation Leave.** All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must receive approval from the Employer or a designee at least one business day in advance. A vacation request for less than a full day may be submitted the same day as the leave requested.

**Section 19.4 Use of Vacation Leave.** Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated.

**Section 19.5 Part Time Employees.** Part-time employees (regularly scheduled less than 35 hours per week) are not entitled to vacation.

**ARTICLE 20 - INSURANCE BENEFITS**

The Employee shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer’s share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to this bargaining unit.

If the County decides to change the health insurance benefits, they will inform the Union President 30 days prior to the effective date of the new benefits, and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

**ARTICLE 21 - WAGES**

**Section 21.1 Wage Schedule.** Beginning the first full pay period in January 2026, the wage schedule shall be as set forth in Appendix A. Wage increases for 2026 shall be effective in the first full pay period in January 2026 and are set forth in Appendix A. In addition, in 2026, bargaining unit employees will be entitled to wage adjustments as set forth in the County’s Compensation Management System, including any merit pay provision, approved by the Delaware County Board of Commissioners. For the years 2027 and 2028, the wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County’s Compensation Management System, including the merit pay component, as approved by the Delaware County Board of Commissioners. The County may adjust the wage schedule. In no case shall the schedule be reduced.

**Section 21.2 Promotions.** Employees who are selected for a position in a different classification which has a higher pay grade shall receive an increase equal to the difference between the skill levels of the wage chart, but in no event less than minimum or greater than maximum of the grade level.

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**Section 21.3 Probationary Employees.** Employees serving their probationary period at the time of wage increases made pursuant to the County Compensation Management System shall be treated the same as other non-bargaining unit employees under the jurisdiction of the Delaware County Board of Commissioners.

**ARTICLE 22 - CERTIFICATION REQUIREMENTS,  
TRAINING AND EDUCATION**

**Section 22.1 Certification Requirements.** If an employee in a position for which certifications are required by applicable state and/or federal statutes or regulations does not satisfy such requirements within the applicable time, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the applicable time.

If an employee is hired, or displaces into a classification in which certifications are required by the applicable job description and that employee has not made substantial effort to comply the certification requirements within the stated time, which shall at least mean having taken any applicable test at least once, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the stated time.

Relief Operators hired on or after 1/1/23 will be required to complete and pass their Ohio EPA Wastewater Class I certification test within 365 days of employment and obtain full Ohio EPA Wastewater Class I certification within 547 days of employment. Collections Laborers hired after January 1, 2026, will be required to complete and pass their Ohio EPA Class I Collections certification test within eighteen (18) months of their employment. Failure to pass the test and obtain the certification within the time frame may result in discharge or reduction in position at the sole discretion of the Employer. If the employee is reduced in position, they shall be paid commensurate with the pay level associated with the new position.

**Section 22.2 Reimbursement for Education and Training.** The Employer shall reimburse employees for pre-approved education and training that is required to maintain an employee's current certification or a higher level certification applicable to the employee's position. The Employer will also pay for the re-certification fee.

The Employer will not pay for a failed certification test.

**Section 22.3 Reimbursement by Employee for CDL.** The Employer agrees to pay for the cost associated with an employee obtaining or renewing their commercial driver's license (CDL) when required by the job description/classification. Employees for whom training costs are paid shall be required to reimburse the Employer for one hundred percent (100%) of the training costs if they do not remain with the Employer for at least two (2) years after completing training. If an employee receiving this training does not remain with the Employer for at least three (3) years after completing training, the employee shall reimburse the Employer fifty percent (50%) of the training costs.

The Employer may use any terminal pay for accrued but unused leave due to the employee as partial or full satisfaction of the amount due from the employee.

**Section 22.4 Pay Supplements** – Employees will receive semiannual pay supplements based on their classification and the license/certification level obtained. Employees will also receive semiannual pay supplements for obtaining or maintaining a CDL when it is not required by their job description/classification. Employees who receive a CDL pay supplement are required to perform CDL work as directed by the Employer with no additional compensation. Pay supplements will be paid on the first pay dates in February and August annually.

**ARTICLE 23 - UNIFORMS**

The Employer shall furnish and service uniforms, foul weather gear, necessary tools and equipment, and required safety equipment (including steel toe work boots).

**ARTICLE 24 - SCOPE, SEVERABILITY, CIVIL SERVICE LAW**

**Section 24.1 Prior Agreement.** This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

**Section 24.2 Full Opportunity/Waiver.** It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

**Section 24.3 Severability.** Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific

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Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

**Section 24.4 Hold Harmless.** It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department or agency.

**Section 24.5 Civil Service Law.** Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

**Section 24.6 Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties hereto.

**ARTICLE 25 - DURATION**

**Section 25.1 Termination.** The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

**Section 25.2 Negotiations.** Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement unless otherwise mutually agreed by the parties.

**Section 25.3 Duration.** This Agreement shall become effective January 1, 2026 and shall remain in full force and effect until December 31, 2028.

**Appendix**

**A**

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ID	2025 Rate	2026 Rate
00004041	\$27.31	\$27.62
00004932	\$23.51	\$23.59
00002661	\$37.51	\$38.66
00002491	\$26.70	\$27.57
00004530	\$28.12	\$28.64
00004388	\$24.18	\$24.42
00004865	\$27.20	\$27.48
00002880	\$29.26	\$30.05
00004792	\$27.64	\$28.03
00004972	\$27.27	\$27.57
00002876	\$32.89	\$33.79
00003606	\$30.44	\$31.14
00005031	\$23.54	\$23.62
00004991	\$30.26	\$30.91
00001981	\$34.76	\$36.13
00002436	\$31.91	\$32.98
00003548	\$25.01	\$25.46
00004868	\$28.19	\$28.33
00004984	\$26.73	\$26.90
00000505	\$37.24	\$39.22
00004826	\$23.47	\$23.53
00002191	\$34.30	\$35.55
00005042	\$23.25	\$23.27
00004508	\$26.77	\$26.94
00004726	\$28.70	\$28.97
00005004	\$23.30	\$23.33
00004221	\$27.05	\$27.29
00005066	\$23.22	\$23.22
00002528	\$33.62	\$34.71
00001845	\$37.05	\$38.55
00002792	\$31.27	\$32.18
00005032	\$23.27	\$23.28
00004861	\$23.42	\$23.48
00002710	\$26.38	\$27.18
00003068	\$28.86	\$29.55
00003650	\$30.75	\$31.53
00005015	\$23.28	\$23.30
00004714	\$27.37	\$28.06
00003610	\$27.98	\$28.46
00001422	\$30.05	\$31.41
00003749	\$24.22	\$24.47
00004751	\$23.54	\$23.63
00004654	\$29.86	\$30.41

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

29  
10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE CHANCEL GATE WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:28 A.M.  
  
The Board of Commissioners closed the hearing at 11:35 A.M.

30  
RESOLUTION NO. 25-569

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS  
ACKNOWLEDGING RECEIPT OF THE WRITTEN OBJECTION, EXCEPTION TO THE  
ASSESSMENT, AND CLAIM FOR COMPENSATION OR DAMAGES FILED BY SUBHAJIT  
DATTA IN THE PROCEEDINGS FOR THE CHANCEL GATE WATERSHED DRAINAGE  
IMPROVEMENT PROJECT AND DENYING THE EXCEPTION AND CLAIM:

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

WHEREAS, on November 20, 2020, a Drainage Improvement Petition for the Chancel Gate Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on September 30, 2021, the Board adopted Resolution No. 21-916, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Chancel Gate Watershed Drainage Improvement Project; and

WHEREAS, the Board scheduled a final hearing on the Chancel Gate Watershed Drainage Improvement Project for July 28, 2025; and

WHEREAS, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board not less than five days before the date fixed for the final hearing; and

WHEREAS, on July 3, 2025, more than five days before the start of the July 28, 2025, public hearing, Subhajit Datta submitted a written objection, exception to the assessment for the Chancel Gate Watershed Drainage Improvement Project;

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

Section 1. The Board hereby acknowledges the receipt of the written objection filed by Subhajit Datta, which shall be accepted as the owners’ comments on the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby acknowledges the timely receipt of the exception to the assessment and claim filed by Subhajit Datta, to the extent it is submitted as an exception to the county engineer’s schedules of assessments and claim for compensation or damages, pursuant to section 6131.17 of the Revised Code.

Section 3. The Board hereby denies the exception to the assessment filed by Subhajit Datta because the owner has not submitted evidence demonstrating that the owner does not benefit from the proposed improvement or that the assessment exceeds the benefit to the owner.

Section 4. The Board hereby denies the claim for compensation or damages filed by Subhajit Datta because the claim does not state an amount, as required in section 6131.17 of the Revised Code.

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

31  
**RESOLUTION NO. 25-570**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS  
ACKNOWLEDGING RECEIPT OF THE WRITTEN OBJECTION, EXCEPTION TO THE  
ASSESSMENT, AND CLAIM FOR COMPENSATION OR DAMAGES FILED BY PAUL PARSONS  
IN THE PROCEEDINGS FOR THE CHANCEL GATE WATERSHED DRAINAGE  
IMPROVEMENT PROJECT AND DENYING THE EXCEPTION AND CLAIM:**

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

WHEREAS, on November 20, 2020, a Drainage Improvement Petition for the Chancel Gate Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on September 30, 2021, the Board adopted Resolution No. 21-916, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Chancel Gate Watershed Drainage Improvement Project; and

WHEREAS, the Board scheduled a final hearing on the Chancel Gate Watershed Drainage Improvement Project for July 28, 2025; and

WHEREAS, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board not less than five days before the date fixed for the final hearing; and

WHEREAS, on July 23, 2025, more than five days before the start of the July 28, 2025, public hearing, Paul Parsons submitted a written objection, exception to the assessment for the Chancel Gate Watershed Drainage Improvement Project;

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

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Section 1. The Board hereby acknowledges the receipt of the written objection filed by Paul Parsons, which shall be accepted as the owners’ comments on the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby acknowledges the timely receipt of the exception to the assessment and claim filed by Paul Parsons, to the extent it is submitted as an exception to the county engineer’s schedules of assessments and claim for compensation or damages, pursuant to section 6131.17 of the Revised Code.

Section 3. The Board hereby denies the exception to the assessment filed by Paul Parsons because the owner has not submitted evidence demonstrating that the owner does not benefit from the proposed improvement or that the assessment exceeds the benefit to the owner.

Section 4. The Board hereby denies the claim for compensation or damages filed by Paul Parsons because the claim does not state an amount, as required in section 6131.17 of the Revised Code.

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

32  
**RESOLUTION NO. 25-571**

**IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE CHANCEL GATE WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, on November 20, 2020, a Drainage Improvement Petition for the Chancel Gate Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on September 30, 2021, the Board adopted Resolution No. 21-916, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Chancel Gate Watershed Drainage Improvement Petition Project; and

WHEREAS, on July 28, 2025, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Chancel Gate Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

33  
**RESOLUTION NO. 25-572**

**IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE CHANCEL GATE WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

WHEREAS, on July 28, 2025, the Delaware County Board of Commissioners (the “Board”) held the final public hearing and, in Resolution No. 25-571, affirmed its order for the Chancel Gate Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board

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is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Chancel Gate Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer’s estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes July 28, 2025, as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

**34**  
**ADMINISTRATOR REPORTS**

**CA Davies, DCA Huston and Attorney Hochstettler** – Nothing to report.

**35**  
**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Lewis, Commissioner Benton and Commissioner Merrell** – Nothing to report.

There being no further business, the meeting adjourned.

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

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

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

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