

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 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

1
RESOLUTION NO. 25-932

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 6, 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 November 6, 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. 25-933

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1107:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1107, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2504891	BRIGHTLY SOFTWARE INC	ENERGY MANAGER SOFTWARE	10011105-5320	\$7,953.44
R2504883	OHIO WATER DEVELOPMENT	OWDA LOAN 10045	66311901-5720	735,386.40
R2504883	OHIO WATER DEVELOPMENT	OWDA LOAN 10045	66311901-5725	634,022.78

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

4
RESOLUTION NO. 25-934

IN THE MATTER OF APPROVING A PROCLAMATION RECOGNIZING WORLD DAY OF REMEMBRANCE FOR TRAFFIC VICTIMS:

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

WHEREAS, the National Highway Traffic Safety Administration estimates that 39,345 people were killed in traffic crashes in the United States in 2024 and reports that Ohio ranked ninth in the nation for roadway deaths with 1,160 fatalities; and

WHEREAS, the Ohio State Highway Patrol reported 20 traffic fatalities in Delaware County in 2024, a 33.33% increase from the year before; and

WHEREAS, in 2024, 20% of traffic fatalities in Delaware County were OVI-related, and 25% of traffic fatalities were the result of someone not wearing a seatbelt when one was available; and

WHEREAS, the World Day of Remembrance for Road Traffic Victims is a high-profile global event and platform for victims and their families to remember the many millions who have been killed and seriously injured on the world’s roads, to acknowledge the crucial work of emergency services, and to acknowledge the suffering of all affected victims, families and communities; and

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2025

WHEREAS, on the World Day of Remembrance and in the weeks leading up to this day, communities will join together to remember those killed and seriously injured in crashes, to support those personally impacted, and to advocate for implementing evidence-based actions to end this crisis on our roadways; and

WHEREAS, the 2025 World Day of Remembrance will be observed by the Delaware County Coalition on Friday, November 14, to serve as a reminder of the need to increase safety measures.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby proclaims November 16, 2025, as World Day of Remembrance in Delaware County, Ohio.

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

5
RESOLUTION NO. 25-935

IN THE MATTER OF RECOGNIZING NOVEMBER 2025 AS ADOPTION RECOGNITION AND RECRUITMENT MONTH IN DELAWARE COUNTY:

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

WHEREAS, the theme for National Adoption Month - November 2025 is “Honoring Youth: Strengthening Pathways for Lasting Bonds”; and

WHEREAS, there are between 2,800 and 3,300 Ohio children living in out-of-home settings and awaiting adoption; and

WHEREAS, the Delaware County Department of Job and Family Services continues to recruit, train and license qualified applicants for the sole purpose of providing loving and stable foster and adoptive homes to children and youth; and

WHEREAS, in Delaware County, 15 children and youth in the temporary or permanent custody of the Department are residing in licensed foster homes or other out-of-home settings including group homes and residential centers; three are awaiting adoption and four adoptions have occurred already in 2025; and

WHEREAS, the Delaware County Department of Job and Family Services works closely with the Dave Thomas Foundation’s Wendy’s Wonderful Kids program to identify adoptive families for our waiting children; and

WHEREAS, children and youth fare best when placed in homes where they are loved and have all needs met consistently.

NOW THEREFORE, we, the Commissioners of Delaware County, Ohio, do hereby recognize November 2025 as Adoption Recognition and Recruitment Month, and affirm that adoption enriches the lives of children, families and communities.

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

6
RESOLUTION NO. 25-936

IN THE MATTER OF PERMITTING JEROME TOWNSHIP, UNION COUNTY, OHIO, TO PARTICIPATE IN DELAWARE COUNTY’S CONTRACT FOR THE PROVISION OF CARDIAC MONITORS AND MECHANICAL CPR DEVICES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for the provision of Cardiac Monitors and Mechanical CPR devices for patients treated by the Delaware County Emergency Medical Services, pursuant to section 307.862 of the Revised Code; and

WHEREAS, as a result of the request for competitive sealed proposals, on October 16, 2025, the Board adopted Resolution No. 25-837, entering into a contract with ZOLL Medical Corporation for the provision of cardiac monitors and mechanical CPR devices (the “Agreement”); and

WHEREAS, pursuant to section 9.48(B)(1) of the Revised Code, the Board may permit one or more other political subdivisions to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services, and may charge such participating political subdivisions a reasonable fee to cover any additional costs incurred as a result of their participation; and

WHEREAS, the Board has already permitted other political subdivisions located wholly within Delaware County that currently provide emergency medical services to participate in the Agreement upon certain

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2025

conditions and wishes to extend permission to Jerome Township, Union County, Ohio;

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

Section 1. The Board hereby permits Jerome Township, Union County, Ohio, to participate in the Agreement upon the following conditions: (1) participation shall be subject to approval by ZOLL Medical Corporation; (2) Jerome Township shall enter into a separate agreement with ZOLL Medical Corporation, upon terms and conditions substantially equivalent to the Agreement; and (3) Jerome Township’s participation shall be at no additional cost to the Board.

Section 2. The Clerk of the Board shall certify a copy of this Resolution to Jerome Township.

Section 3. This Resolution shall take immediate effect upon adoption.

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

7
RESOLUTION NO. 25-937

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC, FOR THE PROJECT KNOWN AS DEL-CR10-5.60 SOUTH OLD STATE ROAD AT HOLLENBACK ROAD:

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

WHEREAS, on December 29, 2022, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 22-1162, which, in part, declared the necessity for and approved the project known as DEL-CR10-5.60, South Old State at Hollenback Road (the “Improvements”); and

WHEREAS, it is necessary to acquire right-of-way for the Improvements; and

WHEREAS, the County Engineer recommends approval of a Right-of-Way Acquisition Services Agreement in furtherance and support of the Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Right-of-Way Acquisition Services Agreement with O.R. Colan Associates, LLC:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into on November 10, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and O.R. Colan Associates, LLC, 255 Taylor Station Road, Suite 100, Columbus, OH 43213 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide right-of-way acquisition services, consisting of project management, negotiations, closings, and acquisition fees, for the project known as South Old State Road at Hollenback Road, DEL-CR10-5.60 (the “Services”), in accordance with the Consultant’s Cost Proposals dated October 15, 2025 attached hereto and, by this reference, incorporated herein (the “Proposals”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF SERVICES

- 2.1 The County hereby designates the Delaware County Engineer (“County Engineer”) as the agent of the County for this Agreement.
- 2.2 The County Engineer or his designee shall have the authority to review and order changes, commencement, suspension, or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposals.

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2025**

- 4.2 Total compensation under this Agreement shall not exceed One Hundred Seventy-Two Thousand Dollars and Zero cents (\$172,000.00) without subsequent modification in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.
- 5 NOTICES; PARTIES REPRESENTATIVES**
- 5.1 “Notices” issued under this Agreement shall be served by U.S. certified mail in writing to the addresses stated in the preamble of this Agreement. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.
- 5.2 The County shall provide all criteria and full information as to County’s requirements for Consultant’s provision of the Services. The Parties shall each designate a person to act with authority on their behalf in the performance of this Agreement.
- 6 PAYMENT**
- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant for the Services performed to date in accordance with the Proposals, subject to approval by the County Engineer in accordance with Section 6.2.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County Engineer may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.
- 7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**
- 7.1 The Consultant shall commence Services upon written direction from the County Engineer and shall complete the Services in a timely manner in accordance with the County Engineer’s written direction, but not later than December 1, 2026.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 8 SUSPENSION OR TERMINATION OF AGREEMENT**
- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 9 CHANGE IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until it is approved by both Parties in writing.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2025**

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.
- 12.3 The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2025

- interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

8
RESOLUTION NO. 25-938

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0314	SPECTRUM	WILSON ROAD	OVERLASH FIBER
UT2025-0315	FRONTIER	LIBERTY ROAD	FIBER OPTIC CABLE
UT2025-0316	SPECTRUM	S OLD STATE RD	OVERLASH FIBER
UT2025-0317	SPECTRUM	AFRICA RD	OVERLASH FIBER
UT2025-0318	FRONTIER	VARIOUS	FIBER OPTIC CABLE
UT2025-0319	SPECTRUM	WORTHINGTON RD & FREEMAN RD	PLACE CABLE
UT2025-0320	CINCINNATI BELL	VARIOUS	FIBER OPTIC CABLE
UT2025-0321	SPECTRUM	WILSHIRE & S OLD STATE	BURY CABLE

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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2025

9

ADMINISTRATOR REPORTS

- CA Davies-Transportation Improvement District meeting is Wednesday at 9:30A.M.
- DCA Huston -none
- DCA Hochstettler

10

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- Attended MORPC Committee Meeting on Thursday
- Tuesday is the Agricultural Society Board members vote for those who are already registered
- The Veterans Day Breakfast is Tuesday at the Fair Grounds
- The Veterans Day Ceremony is later in the day at the Historic Court House
- Land Bank meeting on Wednesday
- DKMM Finance Meeting this Week

Commissioner Merrell

- attended the Homeport ground breaking on Friday
- attended the CORSA Board Meeting on Friday
- Tuesday is the Agricultural Society Board members vote for those who are already registered
- The Veterans Day Breakfast is Tuesday at the Fair Grounds
- The Veterans Day Ceremony is later in the day at the Historic Court House
- DKMM Meeting this Week

Commissioner Lewis

- The Veterans Day Breakfast is Tuesday at the Fair Grounds
- The Veterans Day Ceremony is later in the day at the Historic Court House

RESOLUTION NO. 25-939

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment Of Public Employee Or Public Official.

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

RESOLUTION NO. 25-940

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. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

RESOLUTION NO. 25-941

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

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

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

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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2025

Section 1. The Board hereby adjourns into executive session for consideration of Employment Of A Public Employee Or Public Official And For Pending Or Imminent Litigation.

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

RESOLUTION NO. 25-942

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. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners