

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2026**

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

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

**1
RESOLUTION NO. 26-111**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 12, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 12, 2026; 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 Absent

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 26-112**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0218 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR 0218:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0218, Procurement Card Payments in batch number PCAPR 0218, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2602145	DOOR GUYS INC,THE	REPLACE TWO GARAGE DOORS - EMS 4	40111402 - 5228	\$ 6,338.58
R2602145	DOOR GUYS INC,THE	REPLACE TWO GARAGE DOORS - EMS 4	40111402 - 5328	\$ 975.00
R2602147	K2M DESIGN INC	DESIGN SERVICES - EMS 3 & SHERIFF SOUTH SUBSTATION	42011438 - 5410	\$ 187,900.00
R2602153	HENRY P THOMPSON CO INC	SPARE PUMP AND SPARE MOTOR FOR FILTER MEDIA	66211900 - 5260	\$ 7,145.00
R2602161	MIELKE MECHANICAL INC	CHILLER REPAIR - WILLIS BUILDING	42011438 - 5410	\$ 21,756.00
R2602164	PROSECUTORS	IV-D CONTRACT SERVICES	23711630 - 5301	\$ 26,654.78
R2602201	STRYKER SALES CORP	2 POWER LOAD SYSTEMS - EMS	42311453 - 5450	\$ 141,103.80
R2602202	EVERBRIDGE INC	MASS NOTIFICATION SOFTWARE	10011102 - 5321	\$ 4,750.00
R2602202	EVERBRIDGE INC	MASS NOTIFICATION SOFTWARE	21411306 - 5321	\$ 20,610.50
R2602204	DOMESTIC RELATIONS COURT	IV-D CONTRACT SERVICES	23711630 - 5360	\$ 55,579.99

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

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**4
RESOLUTION NO. 26-113**

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM SKYBOX SPORTS BAR INC. TO SKYBOX SPORT BAR INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D5 license from Skybox Sports Bar Inc. to Skybox Sports Bar Inc. located at 1317 Camreron Avenue, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**5
RESOLUTION NO. 26-114**

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM EMKAE GROUP LLC TO KDLC OHIO LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D5 license from EMKAE Group LLC to KDLC Ohio LLC located at 6477 Pullman Drive, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**6
RESOLUTION NO. 26-115**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware County Commissioners' Office is requesting that Justin Nahvi attend the Ohio Public Finance Officer Annual Conference in Sandusky, Ohio, from June 1st to June 5th, 2026; at the cost of \$1,500.00.

The Delaware County Emergency Medical Services is requesting that Kyle Goodnight, Rob Glaze, Zach Wolfe, Scott Gano and Glen Keating attend the JEMS / FDIC International Conference in Indianapolis, IN, from April 19- 25th, 2026; at the cost of \$3,213.00.

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

**7
RESOLUTION NO. 26-116**

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, on May 29, 2025, the Delaware County Board of Commissioners (the "Board") passed Resolution No. 25-394, adopting a Delaware County Facility Use Policy (the "Policy"); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facility

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Use Permit Form; and

WHEREAS, the Policy requires approval from the Board for use of county facilities by groups of thirty or more participants;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants a facility use permit to Mid-Ohio Regional Planning Commission for the use of the large meeting room at the Byxbe Campus for MORPC Rural Forum for Local Governments on July 16, 2026; at a flat fee of \$25.00.

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

8

RESOLUTION NO. 26-117

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, on May 29, 2025, the Delaware County Board of Commissioners (the "Board") passed Resolution No. 25-394, adopting a Delaware County Facility Use Policy (the "Policy"); and WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facility Use Permit Form; and

WHEREAS, the Policy requires approval from the Board for use of county facilities by groups of thirty or more participants;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants a facility use permit to Ohio VOAD for the use of the large meeting room at the Byxbe Campus for Ohio VOA Spring Conference on March 20, 2026; at a flat fee of \$25.00.

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

9

RESOLUTION NO. 26-118

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH K2M DESIGN, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE DELAWARE COUNTY NEW EMS STATION 3 / SHERIFF'S SOUTH SUBSTATION:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with K2M Design, Inc. for professional design services for the Delaware County new EMS Station 3 / Sheriff's South Substation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with K2M Design, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into on February 19, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and K2M Design, Inc., 3121 Bridge Ave., Cleveland, Ohio 44113 (the "Consultant"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide professional design services for the Delaware County New EMS Station 3 / Sheriff's South Substation (the "Services").
- 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.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the Consultant's Architectural / Engineer Design Services as Architect-of-Record, dated February 9, 2026 and revised February 10, 2026 (the "Proposal"), which is attached hereto and, by this reference, incorporated herein.

2 SUPERVISION OF SERVICES

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- 2.1 The County hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.
- 3 AGREEMENT AND MODIFICATIONS**
- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the 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 Proposal.
- 4.2 Total compensation under this Agreement shall not exceed One Hundred Eighty Seven Thousand Nine Hundred Dollars and Zero Cents (\$187,900.00) without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.
- 5 NOTICES**
- 5.1 Notices issued under this Agreement shall be served on a Party in writing and delivered by U.S. Certified Mail at the Party’s address listed in the preamble of this Agreement, or another address the Party may provide by written notice to the other Party. The Parties may use electronic communication for the purposes of general communication regarding this Agreement and the Services, but a formal notice shall not be transmitted by electronic communication.
- 6 PAYMENT**
- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal, subject to the Director’s review and approval in accordance with Section 6.2.
- 6.2 The Consultant shall submit invoices to the Director on Consultant’s company letterhead, clearly listing the word “Invoice” with a sequential invoice number provided. The Director shall promptly review the invoice and may require the Consultant to submit additional documentation to substantiate an invoice.
- 6.3 The County shall pay approved invoices within thirty (30) days of receipt.
- 7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**
- 7.1 The Consultant shall commence Services upon written order from the Director and shall complete the Services in a timely, diligent, and workmanlike manner in accordance with the Proposal.
- 7.2 The Consultant shall not proceed with any additional services not specified in the Proposal without written authorization from the Director and, if necessary, a modification of this Agreement in accordance with Section 3.1.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Director may grant such an extension, provided that all other terms of the Agreement are adhered to.
- 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/ADDITIONS IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the scope of the 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 only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.
- 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.

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- 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.
- 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 proportionate extent caused 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.
- 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 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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.
- 13.6 Proof of Insurance: Prior to the commencement of any Services 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 Services 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.**

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- 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 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, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Services 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. Consultant 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. Consultant further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

10**ADMINISTRATOR REPORTS**

DCA Huston and Attorney Hochstettler – Nothing to report.

11**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis – will be traveling to Washington D.C. for the Public Safety annual meeting.

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Commissioner Merrell – attended the swearing-in ceremony for new Developmental Disabilities Board Member Kimberly Mann. He will also be attending a COIC meeting today and a CCAO Board meeting tomorrow.

**12
RESOLUTION NO. 26-119**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

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

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

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Pending or Imminent Litigation.

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

**13
RESOLUTION NO. 26-120**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell