

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2026

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

**Present:**  
**Jeff Benton, President**  
**Barb Lewis, Commissioner**

**Absent:**  
**Gary Merrell, Vice President**

**1**  
**RESOLUTION NO. 26-378**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 1, 2026:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 1, 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                      Absent                      Mr. Benton                      Aye

**2**  
**PUBLIC COMMENT/(listed with item #8)**

**3**  
**RESOLUTION NO. 26-379**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0601:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0601, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2602137) CTL Engineering	Regional Sewer Services	66211900-5301	\$25,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2603350	BYERS MINTON & ASSOCIATES LLC	GOVERNMENT AFFAIRS CONSULTING	10011102 - 5301	\$ 66,000.00
R2603423	DITCH MAINTENANCE	SLATE LICK LATERAL #1 START UP FEES	40311487 - 5328	\$ 9,967.41
R2603431	DELAWARE AUTO SALES LLC	5-18-26 CRUISER HIT DEER	60111901 - 5370	\$ 10,695.45
R2603433	OWENS ELECTRIC COMPANY	CAM LOCK INSTALLATION AT PRIME SITE	21411306 - 5301	\$ 28,672.00
R2603434	ARCADIS ENGINEERING SERVICES USA INC	NFPA 8420 ANALYSIS OF SEWER DISTRICT FACILITIES	66211900 - 5301	\$231,840.00
R2603435	M TECH COMPANY	SUPPORT SERVICES FOR CAMERA TRUCK SOFTWARE	66211900 - 5320	\$ 7,143.00
R2603435	M TECH COMPANY	CAMERA TRUCK SOFTWARE 6 26 26-6 25 27	66211900 - 5321	\$ 10,000.00

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

**4**  
**RESOLUTION NO. 26-380**

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2026

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, LAURA MACGREGOR COMEK, ESQ., REQUESTING ANNEXATION OF 43.362 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to acknowledge that on May 28, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 43.362 acres of land from Delaware Township to the City of Delaware.

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

**5**

**RESOLUTION NO. 26-381**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, LAURA MACGREGOR COMEK, ESQ., REQUESTING ANNEXATION OF 58.558 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to acknowledge that on May 28, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 58.558 acres of land from Delaware Township to the City of Delaware.

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

**6**

**RESOLUTION NO. 26-382**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF SUCH PROPERTY VIA INTERNET AUCTION OR THE DISPOSAL OF PROPERTY OF NO VALUE:**

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

WHEREAS, Delaware County has personal property that is not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, section 307.12(E) of the Revised Code allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

Asset #	Type	Make	Model	VIN/Serial Number	Mileage/ Note
719	SUV	FORD	2019 POLICE INTERCEPTOR	1FM5K8ARXKGB28148	118,886
393	SUV	FORD	2017 POLICE INTERCEPTOR	1FM5K8AR3HGB93304	164,991
425	SUV	FORD	2014 POLICE INTERCEPTOR	1FM5K8AR1EGC02528	186,944
191	SEDAN	CHEVY	213 IMPALA	2G1WD5E30D1219039	78,969
178	SUV	FORD	2013 ESCAPE SE	1FMCU9GXXDUB40771	59,863
376	PICKUP	FORD	2016 F250 4X2 SUPERCAB	1FT7X2A6XGEC85893	49,475
176	SQUAD	FORD	2008 E450 HORTON	1FDXE45P48DB29047	116,210
153	SQUAD	FORD	2006 E450 HORTON	1FDXE45P36DB13368	129,222

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

**7**

**RESOLUTION NO. 26-383**

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2026**

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**IN THE MATTER OF APPROVING A CASH LEASE WITH DAWSON FARMS, INC., FOR COUNTY FARMLAND LOCATED AT BYXBE PARKWAY AND BOWTOWN ROAD:**

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

WHEREAS, the Director of Facilities recommends approval of a Cash Lease with Dawson Farms, Inc., for county farmland located at Byxbe Parkway and Bowtown Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Cash Lease:

**CASH LEASE**

**SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY**

1. This lease is made this 4<sup>th</sup> day of June, 2026, by and between the Board of Commissioners of Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015, landlord, and Dawson Farms, Inc., 2831 Bowtown Road, Delaware Ohio 43015, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: ±18.405 acres located in Section 18, Town 5, Range 3, Farm Lot 19 of Brown Township and further described as those parcels bearing the following parcel identification numbers in the records of the Delaware County Auditor: 518-300-01-066-000 and 518-300-01-066-002.

**SECTION II. LENGTH OF LEASE**

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2026 crop year beginning upon approval of this lease by landlord and ending on December 31, 2026, or ten days after the crops are removed, whichever comes first.

The tenant acknowledges and agrees that the landlord anticipates seeking competitive bids for a longer term lease of the property for agricultural purposes at a later date this calendar year, and this lease shall provide the tenant no preference in the bidding process.

**SECTION III. PAYMENT OF RENT**

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$4,601.25, being computed at \$250.00 per acre.

The rent shall be due and payable in full at the Delaware County Commissioners' Office, 91 N. Sandusky Street, Delaware, Ohio 43015 within ten (10) calendar days after execution of this lease.

Failure to pay rent on time will automatically result in termination of the lease.

**SECTION IV. LANDLORD CONTRIBUTION**

The landlord will furnish the above described real estate.

**SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY**

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

**SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE**

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation of soybeans, winter wheat and corn is encouraged to be used.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

**SECTION VII. RIGHT OF ENTRY**

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2026

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant’s use of the property.

SECTION XII. MISCELLANEOUS TERMS

1. Indemnity: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.
2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.  
  
The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. 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:
  - a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
  - b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.
3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.
4. Governing Law: This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2026

**8**

**DELAWARE COUNTY COMMISSIONERS**

**ADMINISTRATIVE REVIEW OF THE CONDITIONS STATED IN SECTION 709.023(E) OF THE REVISED CODE FOR ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, ELIZABETH SEEDORF, ESQ., REQUESTING ANNEXATION OF 175.00 ACRES OF LAND IN TROY TOWNSHIP TO THE CITY OF DELAWARE**

**Public Comment**

**For The Annexation:**

- 1) Mikael R. Shade, Shade and Shade; attorney for Paul and Phyllis Price Trust
- 2) Jill Tangeman, Attorney Vorys Law Firm (with Elizabeth Seedorf the agent for the petitioners)
- 3) Bill Keethler, Developer

**Against The Annexation:**

- 1) Doug Price, Troy Township

**RESOLUTION NO. 26-384**

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 175.00 ACRES OF LAND IN TROY TOWNSHIP TO THE CITY OF DELAWARE:**

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

WHEREAS, on May 4, 2026, the Clerk to the Board of the Delaware County Commissioners (the "Board") received an annexation petition filed by Elizabeth Seedorf, Esq., agent for the petitioners, requesting annexation of 175.00 acres, more or less, from Troy Township to the City of Delaware (the "Petition"); and

WHEREAS, the Petition was filed pursuant to section 709.023 of the Revised Code; and

WHEREAS, on May 29, 2026, Troy Township filed with the Board an objection (Troy Township Resolution 2026-020) to the Petition pursuant to section 709.023(D) of the Revised Code, which states, in pertinent part, that the Petition does not comply with section 709.023(E)(6) of the Revised Code; and

WHEREAS, pursuant to section 709.023(E) of the Revised Code, the Board reviewed the Petition to determine if the conditions stated therein have been met;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds, upon review of the Petition, that the Petition meets each of the conditions specified in section 709.023(E) of the Revised Code;

BE IT FURTHER RESOLVED that the Board hereby grants the annexation of 175.00 acres, more or less, in Troy Township to the City of Delaware, as prayed for in the Petition.

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

**9**

**ADMINISTRATOR REPORTS**

**-No Reports**

**10**

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Lewis**

**-No Reports**

**Commissioner Benton**

- Attended The Olentangy Schools Ground Breaking For Their 5<sup>th</sup> Highschool/29<sup>th</sup> Building
- MORPC Later Today
- The Memorial Golf Tournament Is Taking Place This Week
- Attended A Black Wing Ribbon Cutting This Morning

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2026

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Jeff Benton

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Barb Lewis

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Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners