

COMMISSIONERS JOURNAL NO. 85 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 29, 2026

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

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

Pledge of Allegiance:
Marty Mieras, retired Command Sergeant for the 454th Rebuild Transportation Company

1
RESOLUTION NO. 26-815

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 26, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on October 26, 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 Mr. Merrell aye Mrs. Lewis aye Mr. Benton aye

2
PUBLIC COMMENT

Mr. Andy Mitchell is inquiring about the 2 failures that allowed \$13.75 million in bonds to be purchased outside of policy.

3
RESOLUTION NO. 26-816

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1028, *MEMO TRANSFERS IN BATCH NUMBERS MTAPR1028*:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1028, memo transfers in batch numbers MTAPR1028, and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase				
P2602541 (Storage Systems cap)		PATTERSON POPE	42011438-5410	\$100,000.00
P2601178 (911)		AMERICAN ELECTRIC	21411306-5338	\$8,000.00
P2600664 (Facilities services)		GRANITE	10011105-5330	\$8,000.00
PR				
Number	Vendor Name	Line Desc	Line Account	Line Amount
R2604077	Trane Company Inc	Replace Air Handling Units	40111402 - 5410	\$914,182.00
		- Hayes Building		
R2604141	Otis Elevator Co Inc	Repair Elevator 1 - Hayes	40111402 - 5410	\$58,500.00
		Building		
R2604896	MSA Safety Sales LLC	(2) Gas Monitoring Sensors	66211900 - 5228	\$5,334.00
R2604914	City Of Delaware	Inspection Fees Shared	42411477 - 5410	\$10,581.60
		Services Building		
R2604923	G & G Enterprises	Chancel Gate Drainage	40311488 - 5301	\$83,129.17
R2604924	Ditch Maintenance	Improvement Project	40311450 - 5319	\$14,639.10
		Ribov 620 Petition		
R2604924	Ditch Maintenance	Reimbursement	40311450 - 5319	\$14,639.10
		Norris Run Petition		
R2604924	Ditch Maintenance	Reimbursement	40311460 - 5319	\$19,332.74
		Crabill #589 Petition		
R2604924	Ditch Maintenance	Reimbursement	40311475 - 5301	\$11,357.29
R2604924	Ditch Maintenance	Watson Ford #25 Petition	40311477 - 5319	\$1,381.95

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		Reimbursement			
		Davis #420 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311480 - 5319		\$336.15
		Zerbe O'Keefe #265			
R2604924	Ditch Maintenance	Petition Reimbursement	40311482 - 5319		\$3,814.20
		McNamara #582 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311483 - 5319		\$3,493.35
		Slate Lick #1 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311487 - 5319		\$6,497.75
R2604924	Ditch Maintenance	Chancel Gate #	40311488 - 5319		\$810.98
R2604924	Ditch Maintenance	Buell #542	40311489 - 5319		\$328.68
R2604924	Ditch Maintenance	Harsh #480	40311491 - 5319		\$672.30
R2604924	Ditch Maintenance	Lawrence #22	40311492 - 5319		\$6,443.10
		Vienot #23 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311493 - 5319		\$862.79
		Daventry Park Petition			
R2604924	Ditch Maintenance	Reimbursement	40311494 - 5319		\$3,749.13
		Jones #60 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311496 - 5319		\$2,388.44
		Moore No 1 #361 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311499 - 5319		\$1,122.39
		Felkner #302 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311500 - 5319		\$373.08
R2604924	Ditch Maintenance	Reimbursement	40311505 - 5319		\$2,079.50
		Wortz #459 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311506 - 5319		\$1,526.95
		Evergreen Cemetery			
R2604924	Ditch Maintenance	Petition Reimbursement	40311509 - 5319		\$1,396.89
		Warren #129 Petition			
R2604924	Ditch Maintenance	Reimbursement	40311510 - 5319		\$131.43
		Homestead Lane North			
R2604924	Ditch Maintenance	Petition Reimbursement	40311512 - 5319		\$249.49
		Franklin North Petition			
R2604924	Ditch Maintenance	Reimbursement	40311514 - 5319		\$9,440.71
		Franklin South Petition			
R2604924	Ditch Maintenance	Reimbursement	40311515 - 5319		\$11,599.42
	Harris & Heavener	County Home Road Fiber			
R2604928	Excavating Inc	Installation	42311453 - 5437		\$5,810.00
Vote on Motion	Mrs. Lewis	aye	Mr. Benton	aye	Mr. Merrell aye

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RESOLUTION NO. 26-817

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S
OFFICE TRANSPORT REPORTS FOR THE MONTHS OF JUNE 2026, AUGUST 2026, AND
SEPTEMBER 2026:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted monthly reports for June 2026, August 2026, and September 2026;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Reports for June 2026, August 2026, and September 2026.

Section 2. The Board hereby allows the expenses contained in the monthly reports.

(Copies available for review at the Commissioners' Office until no longer of administrative value.)

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

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RESOLUTION NO. 26-818

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IN THE MATTER OF APPROVING A PROCLAMATION TO HONOR OUR VETERANS BY
TAKING PART IN THE 2026 DELAWARE VETERANS PARADE AND CELEBRATION

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

WHEREAS, the Delaware County Board of Commissioners and the City of Delaware wish to extend their deepest appreciation to the Delaware Veterans Parade organization on the occasion of its 2026 parade; and

WHEREAS, the Delaware Veterans Parade has become an integral part of our community’s recognition of the sacrifices made by our veterans and their families; and

WHEREAS, the Parade has grown in size to become among the largest in the region, thanks to the hard work of volunteers and partner organizations; and

WHEREAS, the 2026 Parade takes on added significance as it occurs during a year when our nation is celebrating 250 years since its declaration of independence and establishment as the United States of America.

NOW, THEREFORE, BE IT RESOLVED that, with this proclamation, the Delaware County Board of Commissioners and the City of Delaware hereby recognize the Delaware Veterans Parade and celebrate its role in the history of this great county.

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

6
RESOLUTION NO. 26-819

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 SAFE HOUSE MINISTRIES, INC., DBA
SAFE HOUSE RESIDENTIAL SERVICES:

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

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

WHEREAS, the Director of Job & Family Services recommends approval of the contract, first amendment, and second amendment with Safe House Ministries, Inc., dba Safe House Residential Services;

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 Safe House Ministries, Inc., dba Safe House Residential Services:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> Safe House Ministries, Inc., dba Safe House Residential Services</p> <p><u>Address:</u> 3164 Eastview Dr Youngstown, OH 44505</p> <p><u>This Agreement in effect from</u> 09/25/2026 through 06/30/2027</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

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 SAFE HOUSE MINISTRIES, INC., dba SAFE HOUSE RESIDENTIAL SERVICES

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 Safe House Ministries, Inc., dba Safe House Residential Services (“Provider”) (“First Amendment”) is entered into this October 29, 2026.

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 09/25/2026 through 06/30/2027 (“Agreement”); and

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

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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 09/25/2026 through 06/30/2027.

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 (20th) 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 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 and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is 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.
- 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

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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 is 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 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 SAFE HOUSE MINISTRIES, INC., dba SAFE HOUSE RESIDENTIAL SERVICES

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 Safe House Ministries, Inc., dba Safe House Residential Services (“Provider”) (“Second Amendment”) is entered into this October 29, 2026. This Second Amendment adds the Delaware County Family and Children First

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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 09/25/2026 through 06/30/2027 (“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” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

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

“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

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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.

Schedule A Rate Information
Per Diem Rates
September 25, 2026 – June 30, 2027
Safe House Residential Services

Service Description	Maintenance Per Diem	Administration Per Diem	Total Per Diem	Begin Date	End Date
CRC Boys	\$308.00	\$39.00	\$347.00	09/25/2026	06/30/2027
CRC Girls	\$308.00	\$39.00	\$347.00	09/25/2026	06/30/2027
Group Home Boys	\$292.00	\$27.00	\$319.00	09/25/2026	06/30/2027
Group Home Girls	\$292.00	\$27.00	\$319.00	09/25/2026	06/30/2027

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

7
RESOLUTION NO. 26-820

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY AND SUPPLEMENTAL APPROPRIATIONS:

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

New Organization Key

70161619 OneOhio Grant

Supplemental Appropriations

70161619-5001	OneOhio Grant/Compensation	11,000.00
70161619-5101	OneOhio Grant/Health Insurance	7,700.00
70161619-5102	OneOhio Grant/Workers Comp	99.00
70161619-5120	OneOhio Grant/County Share/OPERS	1,540.00
70161619-5131	OneOhio Grant/County Share/Medicare	159.50
70161619-5201	OneOhio Grant/Gen Supplies & Equip <1,000	1,800.00
70161619-5260	OneOhio Grant/Inv Tool, Equip, Furn 1000-4999	1,400.00
70161619-5309	OneOhio Grant/Travel Mileage Reimbursement	25.00
70161619-5330	OneOhio Grant/Communication Services	66.00

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

8
RESOLUTION NO. 26-821

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

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

Transfer of Funds

From	To
22311611-5801	22411601-4601 \$36,540.90
Workforce Investment Act/Transfers	JFS Income Maintenance/Interfund Revenue

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22511607-5801	22411604-4601	\$648,906.49
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues	
22511616-5801	22411604-4601	\$6,362.07
Fellowship Project Subgrant/Transfers	JFS Child Protection/Interfund Revenues	
77361610-5801	70161603-4601	\$4,390.88
Family Centered Svs & Support/Transfers	FCFC General/Interfund Revenue	
77361612-5801	70161603-4601	\$19,359.79
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue	

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

9
RESOLUTION NO. 26-822

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Brad Jolliff (RZC-1) will expire on December 31, 2026, and Mr. Jolliff has expressed a desire to be re-appointed to the RZC-1 seat; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a member to the RZC;

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

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

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the RZC and for the term specified herein:

Position	Appointee	Term Commences	Term Ends
RZC-1	Brad Jolliff	January 1, 2027	December 31, 2031

Section 3. The re-appointment approved in this Resolution shall take effect on January 1, 2027.

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

10
RESOLUTION NO. 26-823

IN THE MATTER OF TERMINATING THE DELAWARE COUNTY VOLUNTEER PEACE OFFICERS’ DEPENDENTS FUND BOARD:

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

WHEREAS, Senate Bill 11 of the 131st General Assembly (the “Bill”), effective on March 23, 2016, enacted section 143.02 of the Revised Code, which establishes the Volunteer Peace Officers’ Dependents Fund (the “Fund”) for the State of Ohio and requires that each county, municipal corporation, township, township police district, and joint police district with a police or sheriff’s department that employs volunteer peace officers

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shall be a member of the volunteer peace officers' dependents fund and shall establish a volunteer peace officers' dependents fund board; and

WHEREAS, on April 7, 2016, the Delaware County Board of Commissioners adopted Resolution No. 16-324, establishing the Delaware County Volunteer Peace Officers' Dependents Fund Board, pursuant to section 143.02 of the Ohio Revised Code, and has elected members to the Delaware County Volunteer Peace Officers' Dependents Fund Board as required; and

WHEREAS, the Delaware County Sheriff's Office no longer employs volunteer peace officers as defined in section 143.01 of the Revised Code, meaning Delaware County is no longer a required member of the Fund and is no longer required to maintain the Delaware County Volunteer Peace Officers' Dependents Fund Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby terminates the Delaware County Volunteer Peace Officers' Dependents Fund Board, effectively immediately upon adoption of this Resolution.

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

11
JANE HAWES, DIRECTOR OF COMMUNICATIONS
DISCUSSION ON STRATFORD ECOLOGICAL CENTER'S
2025 COMMUNITY ENHANCEMENT GRANT

12
RESOLUTION NO. 26-824

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND AN ADVANCE OF FUNDS:

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

Supplemental Appropriation		
22111502-5365	Litter Grant/Grant Related Services	400.00
10011102-5801	Commissioners General/Miscellaneous Cash Transfers	34,106.60
Advance of Funds		
From:	To:	
10011102-8500	50411121-8400	40,000.00
Commissioners	BR Rd Imp US 23 Lewis Center Rd/Advance In	
General/Advance Out		

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

13
OTHER BUSINESS

RESOLUTION NO. 26-825

IN THE MATTER OF SELLING PERSONAL PROPERTY TO MORGAN COUNTY, OHIO FOR USE BY THE MORGAN COUNTY ENGINEER'S OFFICE:

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

WHEREAS, Delaware County currently owns certain personal property, specifically a single axel dump truck:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
ENG 1005	2011 International 7400 SFA	1HTWDAZR0BJ345311

(the "Property"), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Delaware County Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, on October 19, 2026, a catastrophic fire occurred at the Morgan County highway garage, resulting in the total loss of multiple trucks; and

WHEREAS, as a result of the fire, the Morgan County Engineer's Office has expressed a need for and can utilize the Property; and

WHEREAS, the Delaware County Engineer recommends selling the Property to Morgan County;

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

Section 1. The Board hereby approves the sale of the Property to Morgan County, Ohio for use by the Morgan County Engineer’s Office, at the cost of \$4,500.00 (*fair market value*).

Section 2. The Property shall be sold upon the condition that the Property is accepted “as is.”

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Delaware County Engineer, the Morgan County Engineer, and the Morgan County Board of Commissioners.

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

14
ADMINISTRATOR REPORTS

- CA Davies – No reports
- Deputy Administrator and Counsel Hochstettler – No reports
- Deputy Administrator Huston – No reports

15
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- DCRPC tonight

Commissioner Lewis

- Recognition to Chris Bauserman’s department and Lee Bodner along with Rob Riley taking care of various needs for the community and they’ve done a great job.
- DCRPC tonight
- Veteran Day Parade Sunday
 - Riding in parade and help present proclamation
- Riding along with Delaware County Sheriff’s Office Friday

Commissioner Benton

- Budget Hearings start Monday
- CEBCO Board meeting tomorrow
- County Domain Change January 1, 2027
 - @co.delaware.oh.us will change to @delawarecountyohio.gov
- Visited Amazon Data Center
 - 10 units
 - Uses less water than a golf course daily
 - 97% air cooling
 - AI needs along with local skills
 - Investing \$5 billion to this site
 - 250 employees
 - \$21 million in payroll
- Halloween Saturday
- OWU basketball star Barry Clements passed away this past week

16
RESOLUTION NO. 26-826

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis, 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

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 promotion, compensation of a public employee or public official and for pending or imminent litigation, and for collective bargaining.

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

17
RESOLUTION NO. 26-827

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners