

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2024**

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

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

**9:45A.M. Viewing for Consideration of a Petition from the Lake-Of-The-Woods V Homeowners Association Requesting Dedication of Ferndale Place as a Public Right-Of-Way**

**10:00A.M. Public Hearing for the Consideration of Costs and Fees Assessed against the Owner, Keeper, or Harbored of any Dog Seized and Impounded under Chapter 955 of the Revised Code**

**1  
RESOLUTION NO. 24-675**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 26, 2024:**

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 August 26, 2024; 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                      Mr. Benton   Aye                      Mrs. Lewis   Aye

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 24-676**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0828, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0828:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0828, memo transfers in batch numbers MTAPR 0828 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2401264) Tidewater	SRF Operations & Maintenance	66211900-5290	\$25,000.00
(P2400929) Bonded Chemicals	SRF Operations & Maintenance	66211900-5290	\$45,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2404328	KERBLER FARMS LLC	2ND HALF SETTLEMENT SLATE RIDGE II TIF	45111446 - 5715	\$ 118,655.13
R2404329	APGN INC	REPLACEMENT FILTERS	66211900 - 5201	\$ 7,000.00
R2404363	SEDGWICK CLAIMS MANAGEMENT	WORKERS' COMP TPA SERVICE FEE	61311923 - 5301	\$ 10,000.00
R2404403	OHIO FALLEN HEROES	2024 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 5,222.60
R2404414	ZIEBART OF OHIO INC	TRUCK TOOL BOX	10011106 - 5260	\$ 8,700.00

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

**4  
RESOLUTION NO. 24-677**

**IN THE MATTER OF GRANTING ANNEXATION PETITION FROM POWELL COMMUNITY IMPROVEMENT CORPORATION, REQUESTING ANNEXATION OF 2.052 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:**

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

WHEREAS, on July 31, 2024, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Yazan S. Ashrawi, Attorney-at-Law, agent for the petitioner, Powell Community Improvement Corporation, requesting annexation of 2.052 acres, more or less, from Liberty Township to the City of Powell; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 2.052 acres, more or less, from Liberty Township to the City of Powell.

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

**5  
RESOLUTION NO. 24-678**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENTS FOR THE PETITIONER, AARON UNDERHILL, ESQ., DAVID HODGE ESQ., AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 93.1 ACRES OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to acknowledge that on August 21, 2024, the Clerk to the Board of Commissioners received a petition requesting annexation of 93.1 acres of land from Trenton Township to the City of Sunbury.

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

**6  
RESOLUTION NO. 24-679**

**IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM DARNER ENTERPRISES LLC DBA HAMMER & NAILS LEWIS CENTER TO ODA A ENTERPRISES LLC DBA HAMMER & NAILS GROOMING SHOP FOR GUYS 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. Benton, 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 D1, D2, D3 and D6 license from Darner Enterprises LLC dba Hammer & Nails Lewis Center to ODA A Enterprises LLC dba Hammer & Nails Grooming Shop for Guys located at 6547 Artesian Run Ste 220, Orange Township, 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. Benton Aye                      Mrs. Lewis Aye                      Mr. Merrell Aye

**7  
RESOLUTION NO. 24-680**

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

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

The Commissioners' Office is requesting that Justin Nahvi attend the Ohio Government Finance Officers Annual Conference on September 24-27, 2024 in Cincinnati, Ohio; at the cost of \$1,050.00.

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

**8  
RESOLUTION NO. 24-681**

**IN THE MATTER OF SCHEDULING A SPECIAL SESSION ON MONDAY SEPTEMBER 9, 2024 AT 8:30A.M. FOR ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF**

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**EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to schedule a special session on Monday September 9, 2024 at 8:30A.M. for adjourning into Executive Session for consideration of employment and compensation of a public employee or public official and for collective bargaining.

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

**9  
RESOLUTION NO. 24-682**

**IN THE MATTER OF SCHEDULING A SPECIAL SESSION ON MONDAY SEPTEMBER 16, 2024 AT 8:30A.M., AT THE DELAWARE COUNTY FAIRGROUNDS, FOR ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to schedule a special session on Monday September 16, 2024 at 8:30A.M., at the Delaware County Fairgrounds, for adjourning into Executive Session for consideration of employment and compensation of a public employee or public official and for collective bargaining.

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

**10  
RESOLUTION NO. 24-683**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS RECOGNIZING GERTIE TROWBRIDGE ON HER 100TH BIRTHDAY:**

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

WHEREAS, the Delaware County Board of Commissioners wishes to celebrate Gertrude “Gertie” Trowbridge, a Powell resident since 1968, on the occasion of her 100th birthday; and

WHEREAS, Trowbridge, a skilled beautician who retired in 1984 and later opened a bakery, is well known in Delaware County and beyond for her creative spirit and generous heart, exemplified by the undertaking of hundreds of sewing projects to benefit those in need; and

WHEREAS, having learned to quilt when she was merely 8 years old, Trowbridge has turned her lifelong passion for this art form into a source of comfort and joy to many through the creation of blankets and stuffed bears for children around the world and the donation of more than 800 patriotic quilts to the Ohio Veterans Home in Sandusky, where her late husband resided for almost five years until his death in 2012;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners recognizes Gertie Trowbridge on her 100th birthday and celebrates her enduring spirit, demonstrated by a lifetime of kindness, creativity and tireless generosity.

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

**11  
RESOLUTION NO. 24-684**

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

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

**Transfer of Funds**

<b>From</b>	<b>To</b>	<b>Amount</b>
22511607-5801	22411604-4601	\$443,522.11
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues	
22311611-5801	22411601-4601	\$123,585.24
Workforce Investment Act/Transfers	JFS Income Maintenance/Interfund Revenue	

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

**12  
RESOLUTION NO. 24-685**

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**IN THE MATTER OF RE-APPOINTING A MEMBER TO THE WEST CENTRAL COMMUNITY FACILITY GOVERNING BOARD:**

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

WHEREAS, the Judicial Advisory Board of the West Central Community Facility created a Facility Governing Board to function as a “board of directors” for the West Central Community Correctional Facility; and

WHEREAS, the Judicial Advisory Board is vested with the responsibility and authority to establish the process for appointment of members of the Facility Governing Board in accordance with statutory limitations; and

WHEREAS, the Boards of County Commissioners of Delaware and Morrow counties shall jointly appoint one (1) member to the Facility Governing Board; and

WHEREAS, the members of the Facility Governing Board appointed by the Boards of County Commissioners of the member counties shall be appointed for three (3) year terms; and

WHEREAS, the Morrow County Commissioners and the Delaware County Commissioners have discussed the re-appointment of Kathy Nicolosi to serve on the Governing Board, and the Morrow County Commissioners have agreed to the re-appointment; 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 current member of the Facility Governing Board of the West Central Community Facility;

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

Section 1. The Board 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 West Central Community Correctional Facility Judicial Advisory Board for the term specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
Member	Kathy Nicolosi	November 13, 2027

Section 3. The re-appointment approved in this Resolution shall take effect on November 13, 2024.

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

**13  
RESOLUTION NO. 24-686**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:**

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

<b>Supplemental Appropriations</b>		
42011438-5410	Capital Improvements Reserve/Building and Improvements	270,000.00
44311437-5375	Slate Ridge Redev Tax Equiv Fd/Election and Settlement Services	391.76
44911445-5375	Evans Farm Redev Tax Equiv Fd/Election and Settlement Services	162.20
50411121-5375	BR Rd Imp US 23 Lewis Center/Election and Settlement Services	223.92
52511144-5375	BR DI Winding Creek/Election and Settlement Services	0.71
52811147-5375	BR DI Fancher Rd/Election and Settlement Services	41.94
52911148-5375	BR DI Ruder East/Election and Settlement Services	19.86
53011149-5375	BR DI Ruder West/Election and Settlement Services	1.21
53111150-5375	BR DI Thomas #9/Election and Settlement Services	10.15
53211151-5375	BR DI Kingston #2017-1/Election and Settlement Services	1.74
44511441-5715	Creekside Redev Tax Equiv Fd/Principal Payments-Note/Loan	101,252.19

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20511334-5601	OneOhio Opioid Settlement/Grants In Aid	5,000.00
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Vote on Motion                      Mr. Benton   Aye                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

**14  
RESOLUTION NO. 24-687**

**IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR DELAWARE COUNTY’S WORKERS COMPENSATION SELF-INSURED PROGRAM:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals for workers’ compensation third party administration services; and

WHEREAS, the Board ranked the proposals received, determining that the proposal submitted by Sedgwick Claims Management Services, Inc., is the most advantageous to Delaware County and authorizing contract negotiations with the firm; and

WHEREAS, the Deputy County Administrator recommends approving the service agreement with Sedgwick Claims Management Services, Inc., to provide claims administration services for Delaware County’s Workers Compensation Self-Insured Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Service Agreement for Administration of Claims Program with Sedgwick Claims Management Services, Inc.:

**SERVICE AGREEMENT FOR ADMINISTRATION OF  
A CLAIMS PROGRAM**

This Agreement is entered into effective the 1st day of September, 2024, by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”) and Delaware County Board of County Commissioners (“Client”).

**RECITALS**

1. Client self-insures its claims administration program for workers’ compensation risks and desires to have Sedgwick provide the specific services set forth below in connection with such self- insured program (the “Program,” as defined on Exhibit A, attached hereto).
2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

**AGREEMENT**

1. **Services to Be Performed by Sedgwick**: Sedgwick agrees to perform the following services:

A. With regard to Claims Administration, Sedgwick shall:

- (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a “Qualified Claim”), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
- (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
- (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
- (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
- (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by Client or Insurer during normal business hours upon three (3) days prior written notice;
- (6) Notify Client’s first layer of insurance coverage for each Qualified Claim where the values may exceed Client's retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation

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by Client pursuant to paragraph 2A;

- (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
  - (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
  - (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
  - (10) Annually report federal, state and local 1099 information under Sedgwick's tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and managed by Sedgwick on behalf of Client, but not for payment authorizations when Sedgwick does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, Client shall pay the additional bank account fees due.
- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.
  - C. Sedgwick will provide the call center services as set forth in the attached Call Center Service Schedule.
  - D. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
  - E. Sedgwick will provide the Ohio Hearing Representative services as set forth in the attached Ohio Hearing Representative Service Schedule.
  - F. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.
  - G. Sedgwick will provide the clinical consultation services as set forth in the Clinical Consultation Services Schedule attached hereto.
- 2. Obligations of Client:**
- A. Client shall provide Sedgwick in a timely manner with its first layer of insurance coverage for the policy years necessary for proper notification of applicable Qualified Claims to such first layer insurers by Sedgwick. Should Client fail to provide this information, Sedgwick shall be relieved of any such reporting obligations.
  - B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any.
  - C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, Medicare reporting and compliance services fees and costs, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request. Sedgwick may, but need not, elect to utilize its own staff or affiliated entities to perform these services. Associated fees and costs will be charged as allocated loss adjustment expenses.
  - D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim

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Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:

- (1) There is a substantial increase or decrease in claims payment activity;
  - (2) Client fails to fund the Claim Account within the agreed upon time period;
  - (3) There is a change in funding cycle;
  - (4) The escrow is recalculated at Client's request; or
  - (5) The escrow amount is automatically recalculated on an annual basis.
- E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of Client [or Insurer, in cases where Insurer funds claim account], Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.
- F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$25,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick shall have no discretion to redeem, compromise or settle any Qualified Claim without the Client's approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services or terminate this Agreement. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible, and may collect such fees from any loss fund that may be in Sedgwick's care, custody and control.
- I. Upon receipt of any form of notice advising of facts which are or may be a Qualified Claim, Client shall promptly assign the Qualified Claim to Sedgwick for management. Client shall promptly provide Sedgwick with such information as Sedgwick may require, including, but not limited to, any copy of documents describing its Program, including but not limited to documents submitted to any legal, administrative or regulatory authority for approval of the Program, as well as incident reports and related information in Client's possession and otherwise cooperate with Sedgwick in carrying out Sedgwick's tasks hereunder.
3. **Discontinuance of Operations:**  
Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick's option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.
4. **Covered Jurisdictions:**  
This Agreement shall cover all operations of Client in the state of Ohio.
5. **Term of Agreement and Termination:**
- A. The term of this Agreement shall be for the period commencing on September 1, 2024 and ending on August 31, 2027.
  - B. This Agreement may be terminated by either party at any time, provided that at least sixty

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(60) days prior written notice of the effective date of termination is given to the other party.

- C. Sedgwick is providing services to Client on a life of contract basis. If requested by Client, Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology fees, fees for encrypted data files, program management fees, and any other applicable fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
  - D. If Sedgwick is required by Insurer to adjust Client's insured Qualified Claims after expiration or termination of this Agreement, Client shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and Client shall pay Sedgwick a mutually agreed upon fee, plus the prevailing fee for any information technology or encrypted data files required by Insurer.
  - E. If Insurer fails to pay Sedgwick service fees which it is obligated to pay, then Sedgwick may present all unpaid invoices to Client and Client shall pay such service fees within thirty (30) days of presentment. If Insurer is responsible for funding the Claim Account and fails to adequately do so, then Client shall immediately and adequately fund the Claim Account upon notice from Sedgwick of the deficiency.
  - F. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them.
  - G. Should Client terminate the Agreement for convenience within the first twelve months of the Agreement, the Client shall pay Sedgwick fees equal to three months of the service fees. Should Client terminate for convenience within the second twelve months of the Agreement, the Client shall pay Sedgwick fees equal to two months of the service fees. Termination fees are payable within thirty (30) days of the date of notice of such termination.
6. **Professional Advice:**  
Nothing in this Agreement is intended to require Sedgwick to engage in the practice of law, and services provided shall not be considered legal, tax or accounting advice, and Sedgwick shall in no event give, or be required to give, any legal opinion or provide any legal, tax or accounting representation to Client. Client acknowledges that Sedgwick has been engaged to provide certain services and that it is not the intent of the parties that Sedgwick assume any insurance risk. Sedgwick shall not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy; it being understood that Sedgwick is in no event financially responsible for payment or satisfaction of Client's claims, lawsuits, or any form of cause of action against Client from Sedgwick funds.
7. **Indemnification:**
- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Client agrees that Sedgwick, its officers, directors, employees and agents are not responsible for any and all losses, damages, claims causes of action, costs, judgments and expenses (including attorneys' fees and costs) arising from, in connection with, or pertaining in any way to this Agreement unless and until a finding is entered to the effect that Sedgwick failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its elected officials, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or adjustment of its claims. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and approve any settlements of same.
  - B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client retains administration of a claim, Sedgwick, its officers, directors, employees and agents are not liable for the losses, damages, costs, judgments and expenses (including attorneys' fees and costs) as a result of any litigation or proceeding, fines,

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penalties, revocation or license, or any other state regulatory investigation or action arising from Client's acts or omissions in administering such claims.

- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client.
  - D. The parties agree that in no event shall either party's liability under this Agreement exceed the service fees paid to Sedgwick for the six (6) months immediately prior to the event from which the claim or matter arises. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE, SYSTEM, SITE, OR DELIVERABLE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.**
  - E. Notwithstanding the foregoing, Sedgwick will not settle a claim without the Client's written consent, unless such settlement results in (i) a full release of all parties, (ii) no liability to the Client or future obligation of the Client, and (iii) no admission of wrongdoing by Client or Sedgwick.
  - F. The provisions of this section shall survive the expiration or termination of the Agreement.
8. **Network Security/Confidentiality:**
- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
  - B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
    - (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
    - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
  - C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
  - D. The provisions of this section shall survive the expiration or termination of the Agreement.
9. **Notices:**  
Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel - Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way, Memphis, TN 38125, in the case of Sedgwick, and to Workers' Compensation / HR Coordinator, Delaware County Board of County Commissioners, 91 N. Sandusky Street, 3rd Floor, Delaware, OH 43015, in the case of Client.
10. **Assignment:**

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The Client may not assign its rights or obligations under this Agreement. Sedgwick may assign or subcontract part of the services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve Sedgwick of any of its obligations hereunder.

11. **Entire Agreement and Modification or Amendment:**  
This Agreement and its attached exhibits and schedules represent the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.
12. **Applicable Law:**  
The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of law principles. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be filed in and heard before a court of competent jurisdiction in Delaware County, Ohio, and the parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding. In the event of a dispute between the parties resulting in litigation, each party shall bear its own court costs and attorney's fees.
13. **Force Majeure:**  
Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "force majeure"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.
14. **Headings:**  
Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
15. **Relationship of Parties; Expenses:**  
Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.
16. **Waiver of Breach:**  
Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.
17. **Subcontractor Disclosure:**  
Through contractual arrangements with subcontractors, Sedgwick provides a full range of medical management and investigative services to its clients, as well as structured settlements, claim indexing services, imaging, auto-bill adjudication, and extra-territorial claims administration services. Medical management services include, but are not limited to, bill review, network access, pharmacy benefits management, peer review, field case management, electro-medical devices, bone growth stimulators, orthotics, prosthetics, translation and interpretation, transportation, medical supplies, IV and respiratory therapy, home health, and durable medical equipment. Client recognizes and agrees that delivery of some of these services are being provided pursuant to separate agreements between subcontractors and Sedgwick. Invoices for these services will be paid as allocated loss adjustment expenses on individual claims, unless otherwise agreed between Client and Sedgwick. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick, for any money due for subcontracted services which have been provided under this Agreement. Client

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acknowledges that Sedgwick receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

18. **Equitable Adjustment:**

This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise. In the event of a change in a service standard, Sedgwick shall be entitled to an equitable adjustment in its compensation if such change increases Sedgwick’s cost of providing the services under this Agreement or reduces its profitability.

19. **Non-Solicitation:**

Each party acknowledges and agrees that the other party’s personnel are a valuable asset and difficult to replace. Accordingly, each party agrees that, during the term of the Agreement, and for twelve months thereafter, it will not solicit, contract or hire the other party’s personnel or encourage them to seek employment or any other contractual arrangements. The parties further agree that in the event of a breach of the provision of this Section, the breaching party shall pay the other party liquidated damages in the amount of two times the annual compensation to be paid to such person for each such breach, which is the parties’ good faith estimate of the amount of damages from such breach. This Section shall survive the termination of this Agreement.

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

15  
**RESOLUTION NO. 24-688**

**IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR CLARKSHAW CROSSING SECTIONS 1A, 2A, 3A, 4, 5 & 6:**

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

WHEREAS, on August 26, 2024, a Ditch Maintenance Petition for Clarkshaw Crossing Sections 1A, 2A, 3A, 4, 5 & 6 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Clarkshaw Crossing Sections 1A, 2A, 3A, 4, 5 & 6, consisting of 117.6 acres in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$1,661,257.32 and a detailed cost estimate is attached in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 254 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$6,540.38 per lot. An annual maintenance fee equal to 2% of this basis (\$130.81) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in Section 1A (47 lots) the amount of \$6,148.07 has been paid to Delaware County.

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

16  
**RESOLUTION NO. 24-689**

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**IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR CLARKSHAW CROSSING SECTIONS 1B, 2B & 3B:**

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

WHEREAS, on August 26, 2024, a Ditch Maintenance Petition for Clarkshaw Crossing Sections 1B, 2B, and 3B (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Clarkshaw Crossing Sections 1B, 2B, and 3B, consisting of 16.2 acres in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$226,535.09 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 136 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore, \$1,665.70 per unit. An annual maintenance fee equal to 2% of this basis (\$33.31) will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the units in Section 1B (28 units) the amount of \$932.68 has been paid to Delaware County.

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

**17  
RESOLUTION NO. 24-690**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton, 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	LOCATIONS	TYPE OF WORK
UT2024-0170	COLUMBIA GAS	S OLD 3 C, BIG WALNUT & TUSSIC ST	ROAD BORE
UT2024-0171	BRIGHT ENERGY	CARTERS CORNER RD	RELOCATE GAS LINE

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

**18  
RESOLUTION NO. 24-691**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR BERLIN FARM WEST PIATT-ROLOSON ROAD; WOODCREST CROSSING SECTION 6; NELSON FARMS NORTH; CLARKSHAW CROSSING SECTION 1; AND HASTILOW SUBDIVISION LOT 298, DIVISION 1:**

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

WHEREAS, M/I Homes of Central Ohio, LLC has submitted the plats of subdivision for Berlin Farm West



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**IN THE MATTER OF REDUCING THE SOLID WASTE TIPPING FEES FOR 2024 DELAWARE COUNTY FAIR TRASH:**

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

WHEREAS, the Board of County Commissioners of Delaware County has an Agreement with Rumpke Waste, Inc., for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste; and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees; and

WHEREAS, Rumpke Waste, Inc., has agreed to assist the Fair by reducing its base portion of the tip fee by 50%, excluding additional mandatory fees; and

WHEREAS, the Board of County Commissioners wishes to waive the \$3.50/per ton county surcharge for 2024 Delaware County Fair trash;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County does hereby reduce the solid waste tip fee rates by waiving the \$3.50 /per ton county surcharge for 2024 Delaware County Fair trash.

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

**21  
RESOLUTION NO. 24-694**

**IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES ON BEHALF OF THE OHIO STATE UNIVERSITY:**

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

WHEREAS, Sanitary Easements are required for the construction of The OSU WMC Outpatient Care Powell sanitary sewer; and

WHEREAS, The State of Ohio Department of Administrative Services has provided the easement for sanitary sewer as shown on the attached Exhibit; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by The State of Ohio Department of Administrative Services:

**STATE OF OHIO EASEMENT**

This Agreement (hereinafter referred to as "Agreement"), dated as of August 29, 2024, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of The Ohio State University (hereinafter referred to as "Agency"), and the Board of County Commissioners of Delaware County, Ohio, a government entity, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 91 North Sandusky Street, Delaware, Ohio 43015, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

**RECITALS**

**WHEREAS**, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 8953 on file with the State; and

**WHEREAS**, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain sanitary sewer line, upon the Easement Area; and

**WHEREAS**, Agency requested the State prepare this Agreement; and

**WHEREAS**, Section 123.01(A)(5) of the Ohio Revised Code limits the authority of the State to grant easements for a maximum of twenty-five (25) years without an enactment of separate specific legislation from the Ohio General Assembly; and

**WHEREAS**, provided State's statutory authority remains the same, Grantee's need for the Improvement remains, and provided Agency requests State to prepare a replacement Agreement, State has every intention of granting a replacement Agreement, upon the expiration of this easement.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and for other good

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and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**I. USE OF PREMISES.**

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a sanitary sewer line (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated by Grantee pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

**II. TERM.**

The term of this Agreement shall be for Twenty Five (25) years, commencing on October 1, 2024 (hereinafter referred to as "Commencement Date"), and expiring on September 30, 2049 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

**III. CONSIDERATION.**

Grantee shall pay to Agency the total sum of One and 00/100 Dollar (\$1.00) in consideration of State's granting an easement Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

**IV. CONSTRUCTION/MAINTENANCE.**

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time by Grantee, or Grantee's employees, agents, or contractors, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State within a reasonable period of time when any installation belonging to a party other than Grantee, or any unusual condition, is encountered by Grantee in the Easement Area.
- (D) Grantee shall prior to Grantee's commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

**V. LIABILITY.**

Each party agrees, provided that it is not otherwise immune from liability, that it will accept responsibility for any personal injury or property damage liability to a third party resulting from its own negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree. Each party also agrees to be responsible for civil damages or fines resulting from its own acts or omissions. Each party understands that it has no right to seek indemnification from the other.

The provisions of this Paragraph shall survive the expiration or termination of this Easement.

**VI. INSURANCE.**

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area.

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At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a default of this Agreement.

**VII. MECHANIC'S LIENS.**

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

**VIII. TAXES/ASSESSMENTS.**

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

**IX. ASSIGNMENT.**

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

**X. TERMINATION.**

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. If State terminates, Grantee is not responsible for removing, or causing the removal of all component parts of the Improvement and restoring the Easement Area to its original condition. at its own cost and expense. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement by Grantee, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

**XI. DEFAULT.**

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.
- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not

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be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

**XII. RECORDATION.**

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

**XIII. RIGHTS CUMULATIVE.**

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

**XIV. WAIVER.**

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

**XV. NOTICES, DEMANDS OR INSTRUMENTS.**

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

- (a) with respect to State, addressed to:  
Ohio Department of Administrative Services  
General Services Division  
Office of Real Estate and Planning  
4200 Surface Road  
Columbus, Ohio 43228-1395  
Attention: Administrator
- (b) with respect to Agency, addressed to:  
The Ohio State University  
Planning, Architecture and Real Estate  
1534 North High Street  
Gateway D, 2<sup>nd</sup> Floor  
Columbus, Ohio 43201  
Attention: Real Estate Administrator
- and,
- (c) with respect to Grantee, addressed to:  
Board of County Commissioners of Delaware County  
91 North Sandusky Street  
Delaware, Ohio 43015  
Attention: County Administrator

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

**XVI. MODIFICATIONS.**

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

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**XVII. GOVERNING LAW.**

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

**XVIII. HEADINGS.**

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

**XIX. ETHICS COMPLIANCE.**

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

**XX. INDEPENDENT CONTRACTOR STATUS.**

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits based on this agreement.

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

22

**TIFFANY MAAG,  
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT  
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

23

**ROB RILEY, DEPUTY ENGINEER  
9:45A.M. VIEWING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-  
WOODS V HOMEOWNERS ASSOCIATION REQUESTING DEDICATION OF FERNDALE  
PLACE AS A PUBLIC RIGHT-OF-WAY**

24

**RESOLUTION NO. 24-695**

**IN THE MATTER OF INSTRUCTING THE COUNTY ENGINEER TO PREPARE AND SUBMIT  
THE NECESSARY SURVEYS, PLATS, DESCRIPTIONS, AND REPORTS FOR THE PROPOSED  
DEDICATION AND ESTABLISHMENT OF FERNDALE PLACE AS A PUBLIC RIGHT-OF-WAY:**

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

WHEREAS, on May 17, 2024, the Delaware County Board of Commissioners (the "Board") received a petition filed by the Lake-Of-The-Woods V Homeowners Association ("LOWVHOA"), pursuant to section 5553.04 of the Revised Code, requesting the Board adopt a resolution dedicating a 1.742-acre private road owned exclusively by LOWVHOA, known as Ferndale Place, as a public right-of-way, in Genoa Township, Delaware County, Ohio (the "Petition"); and

WHEREAS, after publication of notice thereof in accordance with applicable law, the Board conducted a view of the proposed improvement on Thursday, August 29, 2024, at 9:45 A.M., at the Commissioners' Hearing Room located at 91 North Sandusky Street Delaware, Ohio 43015, through the use of drone videography and photography; and

WHEREAS, pursuant to section 5553.06 of the Revised Code, if the Board, after viewing the proposed improvement, considers such improvement of sufficient public importance, it shall instruct the County Engineer to make an accurate survey and plat of such improvement, furnish an accurate and detailed description describing therein the center line and right of way lines, set stakes at the termini of each right of way line, at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of such improvement are discernible to property owners and other interested persons, and make a report in writing to the Board on or before the date fixed for the final hearing setting forth the opinion of the County Engineer for or against such improvement and stating the width to which the improvement shall be opened;

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

Section 1. The Board, having viewed the proposed dedication and establishment of Ferndale Place as a public road, hereby finds that it considers the proposed improvement of sufficient public importance and hereby instructs the County Engineer to proceed as set forth in section 5553.06 of the Revised Code and submit all necessary materials to the Board for consideration at the final hearing scheduled for October 21, 2024, at 9:45

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A.M.

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

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

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

**GEORGE KAITSA, COUNTY AUDITOR  
DAWN HUSTON, DEPUTY COUNTY ADMINISTRATOR**

**25  
10:00A.M. PUBLIC HEARING FOR THE CONSIDERATION OF COSTS AND FEES ASSESSED  
AGAINST THE OWNER, KEEPER, OR HARBORER OF ANY DOG SEIZED AND IMPOUNDED  
UNDER CHAPTER 955 OF THE REVISED CODE**

The Board of Commissioners opened the hearing at 10:01 A.M.

The Board of Commissioners closed the hearing at 10:27 A.M.

**26  
RESOLUTION NO. 24-696**

**IN THE MATTER OF ESTABLISHING DOG REGISTRATION AND KENNEL FEES FOR  
DELAWARE COUNTY:**

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

WHEREAS, on July 29, 2013, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 13-784, establishing dog registration and kennel fees for Delaware County; and

WHEREAS, increases in the current dog registration and kennel fees are necessary to pay all expenses of the Delaware County Dog Shelter and other expenses for the administration of Chapter 955 of the Revised Code;

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

Section 1. The Board, having estimated that the fees established in this Resolution are needed to pay all expenses for the administration of Chapter 955, hereby establishes the following dog registration and kennel fees for Delaware County:

<b>Registration Period</b>	<b>Fee</b>
One year registration	\$15.00
Three year registration	\$45.00
Permanent registration	\$150.00
Kennel Fee	\$75.00

Section 2. The dog registration and kennel fees established herein shall be effective for the registration period commencing on December 1, 2024, superseding the fees established in Resolution No. 13-784, and shall continue in full force and effect for subsequent registration periods until modified by further action of this Board by resolution.

Section 3. The Clerk of the Board is hereby directed to certify copies of this Resolution to the Delaware County Auditor and the Delaware County Dog Warden.

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

**Other Business  
RESOLUTION NO. 24-697**

**IN THE MATTER OF APPROVING A LETTER CONCERNING CERTAIN COUNTY  
INVESTMENT ISSUES:**

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

To our Delaware County Partners:

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We are writing to share information about a public financing program that the Delaware County Treasurer is currently marketing to public entities. The Delaware County Board of Commissioners is committed to assisting our community partners finance their projects whenever possible, but we are also committed to ensuring that the public monies entrusted to the representatives of Delaware County government are invested prudently, transparently, and in strict accordance with applicable law and policy.

The Delaware County Investment Advisory Committee (“IAC”) is statutorily charged with overseeing the County’s investments. It is also, by statute, composed of three members: two county commissioners appointed by the Board of Commissioners and the county treasurer. The county treasurer serves as the investing authority, subject to the policies the IAC establishes. The public financing program that the Delaware County Treasurer is currently marketing consists of private-placement purchases of securities issued by public entities, including bonds issued through the Delaware County Finance Authority Bond Fund. The IAC unanimously adopted a policy specifically concerning these types of investments, requiring unanimous approval by the full IAC membership prior to the investment being purchased. This policy allows the IAC to assess any private-placement purchase of public securities and determine whether the investment provides a fair and safe return on the county’s public funds. The process includes a credit assessment and consideration of the interest rates charged. The underlying purpose of the policy is to preserve county funds and protect Delaware County’s excellent AAA credit rating.

Despite voting in favor of establishing the policy, the Delaware County Treasurer has raised questions about the policy, prompting the IAC to request a legal opinion from the Delaware County Prosecuting Attorney about the policy’s enforceability. In a written opinion, the Delaware County Prosecuting Attorney affirmed that the policy was lawfully adopted and is legally enforceable. (The IAC has voted to release the opinion publicly, and a copy is included for your review.) This opinion is consistent with past opinions of the Ohio Attorney General, including OAG 2018-008, OAG 2014-039, and OAG 92-025. In the event future investments are considered without strict adherence to the IAC policy, the IAC may take action to enforce the policy. The Board of Commissioners also has authority to issue findings that the investing authority has violated the policy, pursuant to R.C. 135.34.

We want to help fund your important projects while ensuring that county investments provide a fair and safe return for taxpayer funds. Please contact the Delaware County Finance Authority to learn more about its Bond Fund and how it can partner with you and Delaware County to help fund your projects, including any necessary IAC review in accordance with IAC policy. If you have any questions about this process or the applicable laws and policies governing it, please do not hesitate to contact us.

Sincerely,

Jeff Benton  
Commissioner

Barb Lewis  
Commissioner

Gary Merrell  
Commissioner

cc: Aric Hochstettler, General Counsel, Delaware County Board of Commissioners

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

**27  
ADMINISTRATOR REPORTS**

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

**28  
COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Benton** – Attended One Ohio presentation and will be attending the Regional Planning meeting today.

**Commissioner Lewis** – Attended the Opioid Grant Meeting for Region 18 yesterday.

**Commissioner Benton** – Attended One Ohio presentation and will be attending the Regional Planning meeting today.

**29  
RESOLUTION NO. 24-698**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING, FOR PENDING OR IMMINENT LITIGATION, FOR COLLECTIVE BARGAINING AND FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:**

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

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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 Employment and Compensation of a Public Employee or a Public Official, to consider the Purchase of Property for Public Purposes, to consider the Sale of Property at Competitive Bidding, for Pending or Imminent Litigation, for Collective Bargaining and for Security Arrangements and Emergency Response Protocols.

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

**30  
RESOLUTION NO. 24-699**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

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

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

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

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