

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 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

**1
RESOLUTION NO. 24-1053**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 19, 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 December 19, 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. 24-1054**

IN THE MATTER OF APPROVING PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1220 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 1220:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1220 and memo transfers in batch numbers MTAPR 1220.

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

**4
RESOLUTION NO. 24-1055**

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2025:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following list of carry-over purchase orders:

PR Number	Vendor Name	Line Description	Account	Amount
R2450006	SHERIFF'S OFFICE	2024 CSEA CONTRACT	10011102 - 5360	\$ 10,880.00
R2450009	TERRACON CONSULTANTS INC	SERVICE STATION FUEL TANK REMOVAL	10011102 - 5403	\$ 46,800.00
R2450011	MANAGEMENT ADVISORY GROUP LLC	ECONOMIC DEVELOPMENT CONSULTING SERVICES	21011113 - 5301	\$ 7,000.00
R2450013	HEALTH DEPARTMENT	2024 LITTER GRANT	22111502 - 5365	\$ 35,148.45
R2450014	G & G ENTERPRISES COMPLETE	GRIFFITH #391 DRAINAGE IMPROVEMENT PROJECT	40311484 - 5301	\$ 158,365.40
R2450017	SELLERS ELECTRIC CO INC	GENERATORS - EMS 8 & 9	40111402 - 5410	\$ 49,000.00
R2450018	PARALLEL TECHNOLOGIES INC	DATA CABLING - 149 BUILDING	40111402 - 5410	\$ 10,156.05
R2450022	OFFICE CITY EXPRESS INC	GLASS WALL - HISTORIC COURTHOUSE - 5TH DISTRICT	40111402 - 5228	\$ 12,433.62
R2450024	DLZ OHIO INC	DESIGN SERVICES - 109 N SANDUSKY ST	42011438 - 5410	\$ 10,500.00

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

R2450026	2K GENERAL COMPANY	RENOVATIONS - 109 N SANDUSKY ST	42011438 - 5410	\$ 203,838.42
R2450027	DOMESTIC RELATIONS COURT	IV-D CONTRACT SERVICES NOV DEC 2024	23711630 - 5360	\$ 7,600.00
R2450030	OFFICE CITY EXPRESS INC	FURNITURE - 109 N SANDUSKY ST	42011438 - 5410	\$ 88,545.63
R2450031	GILBANE BUILDING COMPANY	BYXBE CAMPUS RENOVATIONS	42011440 - 5410	\$ 25,420.67
R2450034	NORTHWOODS CONSULTING PARTNERS INC	NORTHWOODS- EDMS MIGRATION	23711630 - 5301	\$ 31,000.00
R2450035	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211900 - 5338	\$ 127,000.00
R2450036	EPS	BYXBE TIPS PURCHASE - CONTRACT 230202 - CELLULAR	42011440 - 5410	\$ 68,295.20
R2450038	MCGRATH RENTCORP & SUBSIDIARIES	MODULAR BUILDING - DOG SHELTER	42311453 - 5410	\$ 145,677.00
R2450039	PATH MASTER INC	PRIORITY VEHICLE KITS - EMS	42311453 - 5450	\$ 47,628.00
R2450041	OHIO EDISON CO	ELECTRIC SERVICE	66211900 - 5338	\$ 21,000.00
R2450044	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE	66211900 - 5338	\$ 8,000.00
R2450049	CAPITAL FIRE PROTECTION CO INC	FIRE ALARM SYSTEM	66211900 - 5410	\$ 26,482.00
R2450050	FYDA FREIGHTLINER COLUMBUS INC	24-155	66211900 - 5450	\$ 179,084.00
R2450051	RUMPKE CONSOLIDATED COMPANIES	SLUDGE DISPOSAL SERVICE	66211900 - 5380	\$ 60,000.00
R2450052	BEAR ENVIRONMENTAL LLC	LIQUID SLUDGE HAULING - RESOLUTION 23-457	66211900 - 5380	\$ 7,500.00
R2450053	BONDED CHEMICALS INC	CHEMICALS	66211900 - 5290	\$ 11,000.00
R2450054	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS - BIOXIDE	66211900 - 5290	\$ 9,950.00
R2450056	BEEMS BP DIST INC	FUEL FO VEHICLES	10011106 - 5228	\$ 20,000.00
R2450059	FLEETCOR TECHNOLOGIES INC	VEHICLE FUEL	10011106 - 5228	\$ 6,000.00
R2450070	BRIGHTLY SOFTWARE INC	CAPITAL FORECAST	10011105 - 5320	\$ 7,899.00
R2450072	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINT. AGREEMENT	10011105 - 5325	\$ 10,370.66
R2450074	OTIS ELEVATOR CO INC	ELEVATOR MAINT. AGREEMENT	10011105 - 5325	\$ 7,528.08
R2450077	SELLERS ELECTRIC CO INC	FUSES,FUSE HOLDER,WIRING LUG	10011105 - 5201	\$ 1,400.00
R2450077	SELLERS ELECTRIC CO INC	GENERATOR REPAIRS	10011105 - 5328	\$ 5,900.00
R2450078	PNC BANK	MATERIAL & SUPPLES	10011105 - 5200	\$ 10,000.00
R2450088	COMPUTATIONAL HYDRAULICS INTL	PCSWMM MODELING SOFTWARE LICENSE RENEWAL - 3 USERS	66211900 - 5320	\$ 6,200.00
R2450092	PRIME CONSTRUCTION MANAGEMENT & SURVEY INC	UPGRADE PROJECT 8 29 24-11 1 24	66611900 - 5410	\$ 28,210.50
R2450093	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL STATE FEES	10011301 - 5380	\$ 7,000.00
R2450098	VISU-SEWER OF OHIO LLC	SCIOTO HILLS REHAB PROJECT - RESOLUTION 23-917 -	66611900 - 5403	\$ 232,681.80
R2450099	TREASURER,DELAWARE COUNTY	RETAINAGE - SCIOTO HILLS SEWER REHAB PROJECT -	66611900 - 5403	\$ 20,233.20
R2450107	OHIOHEALTH CORPORATION	EP EXERCISE PHYSIO DIETITIAN	10011303 - 5301	\$ 8,925.00
R2450109	LIBERTY TWP FIRE DEPT	2024 EMS RUNS	10011303 - 5345	\$ 110,070.33
R2450119	MOTOROLA SOLUTIONS INC	RIVERVIEW SHELTER REPLACEMENT	21411306 - 5410	\$ 126,000.00
R2450122	VASU COMMUNICATIONS INC	ACCESSORIES	21411306 - 5260	\$ 270,380.00
R2450123	VASU COMMUNICATIONS INC	P25 COMPLIANT MOBILES FOR PUBLIC SAFETY VEHICLES	21411306 - 5260	\$ 76,714.64
R2450124	TRI COUNTY TOWER SERVICE INC	TOWER INSPECTIONS FOR ELEVEN TOWER SITES	21411306 - 5328	\$ 20,510.00

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

R2450125	CARDIOTRONIX LLC	ANNU REPR SVCS	10011303 - 5328	\$ 9,231.00
R2450127	QUICK MED CLAIMS LLC	EMS BILLING FEES	10011303 - 5301	\$ 6,000.00
R2450128	VARIOUS JFS CCMEP	VARIOUS CCMEP WIOA CARRYOVER	22311611 - 5348	\$ 16,110.00
R2450129	DELAWARE COUNTY TRANSIT	TRANSPORTATION SERVICES	22411601 - 5355	\$ 48,955.00
R2450130	LIBERTY TWP FIRE DEPT	2024 EMS RUNS	10011303 - 5345	\$ 110,070.33
R2450131	INTRADO LIFE & SAFETY SOLUTIONS CORP	TEXT TO 911 FEB 24 - FEB 25	21711326 - 5330	\$ 15,000.00
R2450132	CHILDRENS HOSPITAL MEDICAL CENTER	MSY PLACEMENT	70161605 - 5348	\$ 57,120.00
R2450133	HOME REMEDY LLC	IN HOME HEALTH CARE MS AS	70161605 - 5348	\$ 14,590.00
R2450134	VARIOUS JFS RESIDENTIAL TREATMENT	VAR PLACEMENT	22511607 - 5350	\$ 41,920.69
R2450136	BOARD OF DEVELOPMENTAL DISABILITIES	HPC TRANSPORTATION DP	22511607 - 5350	\$ 6,500.00
R2450137	SAFE LIFE DEFENSE	MULTI THREAT VEST REPLC	10011303 - 5225	\$ 54,917.00
R2450152	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARK SHAW SURCHARGE REIMBURSEMENTS PER IGA	66811900 - 5710	\$ 203,875.00
R2450166	BURGESS AND NIPLE INC	SERVICES	66211900 - 5301	\$ 11,605.93
R2450169	HAZEN AND SAWYER PC	ENGINEERING SERVICES FOR UV DISINFECTION SYSTEM	66211900 - 5301	\$ 25,000.00
R2450181	PITNEY BOWES INC	POSTAGE	10011105 - 5331	\$ 10,000.00
R2450183	ARCADIS ENGINEERING SERVICES USA INC	ARC FLASH TRAINING - RESOLUTION 24-26	66211900 - 5305	\$ 22,500.00
R2450040	SPEER MECHANICAL INC	REPAIR FOR JAIL LEAK	60111901 - 5370	\$ 21,000.00
R2450209	HUMAN RESOURCES	WORKERS COMP CLAIM	61311923 - 5370	\$ 30,00.00
R2450216	OHIO DEPT. JOB & FAM.	JFS UNEMPLOYMENT CLAIMS	10011108 - 5370	\$ 25,500.00

FURTHER BE IT RESOLVED, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

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

**5
RESOLUTION NO. 24-1056**

IN THE MATTER OF HONORING THE OLENTANGY LIBERTY HIGH SCHOOL FOOTBALL TEAM:

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

WHEREAS, the Delaware County Commissioners have the responsibility to recognize occasions of outstanding significance and the exemplary achievements of residents; and

WHEREAS, the Olentangy Liberty High School football team brought honor and distinction to the community with their exceptional performance and sportsmanship throughout the 2024 season and during the Ohio High School Athletic Association state-championship tournament; and

WHEREAS, the Delaware County community united in rallying behind the team, whose dedication, skill and perseverance allowed them to claim a three-way share of their Ohio Capital Conference division before going on to defeat three-time defending state champion Lakewood St. Edward in the playoffs; and

WHEREAS, following an exciting, season-long journey, the Patriots—ranked fourth in the final Associated Press state poll—claimed the Division I title in the team’s first-ever appearance in the state championship game. They defeated second-ranked and nine-time title winners Cincinnati Archbishop Moeller before a crowd of 4,814 at Tom Benson Hall of Fame Stadium in Canton.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby recognize and celebrate the Olentangy Liberty football team for their extraordinary season and for exemplifying the best of our community's spirit and values at the state tournament.

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

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024

6
RESOLUTION NO. 24-1057

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Commissioner Benton, that in the matter of re-organization of the Board of Commissioners that as President of the Board of Commissioners for the year 2025 we appoint Commissioner Lewis. Motion seconded by Commissioner Merrell.

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

7
RESOLUTION NO. 24-1058

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Commissioner Lewis, that in the matter of re-organization of the Board of Commissioners that as Vice-President of the Board of Commissioners for the year 2025 we appoint Commissioner Benton. Motion seconded by Commissioner.

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

8
RESOLUTION NO. 24-1059

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2025:

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners’ Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate, only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW, THEREFORE, BE IT RESOLVED that Gary Merrell, Delaware County Commissioner, is designated as the Official Voting Representative of Delaware County;

BE IT FURTHER RESOLVED that Barb Lewis, Delaware County Commissioner, is designated as the Alternate Voting Representative of Delaware County.

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

9
RESOLUTION NO. 24-1060

IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to appoint the following to the following boards and commissions:

Greater Ohio Workforce Board Inc. (GOWBI) (Formerly Area 7 Board) -Gary Merrell

Board of Revision -Jeff Benton

County Commissioners Association of Ohio (CCAO) -All 3 Commissioners
CCAO -Gary Merrell Voting Member /Voting Alternate -Barb Lewis

CCAO/County Employee Benefits Consortium of Ohio (CEBCO) -All 3 Commissioners
CCAO/(CEBCO) -Jeff Benton Board Member

CCAO/County Risk Sharing Authority (CORSAs) -All 3 Commissioners
CCAO/CORSAs -Gary Merrell representative /board member

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

CEBCO and CORSA Additional Alternate -Deputy County Administrator Dawn Huston

Central Ohio Youth Center Board (Joint Detention Center) -All 3 Commissioners

Central Ohio Youth Center Board (Joint Detention Center) -Trustee- Jeff Benton, Trustee-Gary Merrell

Community Corrections Planning Board -Barb Lewis

Data Processing Board -Gary Merrell

Delaware Entrepreneurial Center at OWU -Gary Merrell

Delaware County Job and Family Services Community Planning Committee -All 3 Commissioners

DKMM Solid Waste District -All 3 Commissioners

DKMM Solid Waste District Executive Committee -Gary Merrell

DKMM Policy Board -Barb Lewis

DKMM Budget/Audit Committee -Jeff Benton

EMA/LEPC -Barb Lewis

Alternate -Tracie Davies County Administrator

Investment Committee -Barb Lewis and Jeff Benton

MORPC -All 3 Commissioners

911 Board -Gary Merrell

911 Board alternate -Jeff Benton

Regional Planning -All 3 Commissioners

Regional Planning Executive Committee -Gary Merrell

Regional Planning Executive Alternate -Jeff Benton

Records Commission -Jeff Benton

The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

Reference only/FCFC Appointment Remains in Force

From June 10, 2024

RESOLUTION NO. 24-458

IN THE MATTER OF AMENDING RESOLUTION NO. 23-1092 (APPOINTMENT OF THE BOARD'S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS):

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

WHEREAS, pursuant to section 121.37(B)(1) of the Revised Code, the Delaware County Board of Commissioners (the "Board") has established a county family and children first council, which includes among its members the President of the Board or an individual designated by the Board; and

WHEREAS, the Board has previously appointed Commissioner Barb Lewis as a representative to the Family and Children First Council, pursuant to Resolution No. 23-1092, but now wishes to amend Resolution No. 23-1092 to designate Ali Glusich as the Board's representative to the Family and Children First Council;

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

Section 1. The Board hereby amends Resolution No. 23-1092 (Appointment of the Board's Representative to Various Boards and Commissions) by designating Ali Glusich as the Board's representative to the Family and Children First Council.

Section 2. The designation approved herein shall take effect immediately upon adoption of this Resolution.

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Family and Children First Council.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

<i>Vote on Motion</i>	<i>Mrs. Lewis Aye</i>	<i>Mr. Merrell Aye</i>	<i>Mr. Benton Aye</i>
Vote on Motion	Mr. Benton Aye	Mrs. Lewis Aye	Mr. Merrell Aye

**10
RESOLUTION NO. 24-1061**

IN THE MATTER OF SELF-CERTIFYING AN INCREASED MICRO-PURCHASE THRESHOLD FOR PROCUREMENTS INVOLVING THE USE OF FEDERAL FUNDS:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) is, from time to time, the recipient of grant funding from the government of the United States and its federal agencies (“Federal Funds”), which the Board utilizes to procure goods and services in accordance with grant requirements; and

WHEREAS, when utilizing Federal Funds, the Board is required to comply with the procurement requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), including the procurement methods set forth in 2 CFR 200.320; and

WHEREAS, pursuant to 2 CFR 200.320(a)(1)(ii), the Board may make “micro-purchases,” defined as a purchase of supplies or services, the aggregate amount of which does not exceed the “micro-purchase threshold,” without soliciting competitive price or rate quotations if the Board considers the price to be reasonable based on research, experience, purchase history or other information and documents the purchase accordingly; and

WHEREAS, pursuant to 2 CFR 200.320(a)(1)(iii) and (iv), the Board may self-certify a micro-purchase threshold up to \$50,000 on an annual basis, subject to documentation in accordance with the rule; and

WHEREAS, pursuant to section 307.86 of the Revised Code, the Board is not required to engage in competitive bidding for any purchase not exceeding the amount specified in section 9.17 of the Revised Code, which is \$75,000 in 2024 and will be \$77,250 in 2025;

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

Section 1. The Board hereby establishes a micro-purchase threshold of \$50,000 for any procurement utilizing Federal Funds, in accordance with the Uniform Guidance.

Section 2. The Board hereby self-certifies the \$50,000 micro-purchase threshold for any expenditure of Federal Funds in the current fiscal year, in accordance with 2 CFR 200.320(a)(1)(iii) and (iv).

Section 3. The Board hereby finds and determines that the increased micro-purchase threshold is justified because it more closely aligns with procurement requirements for state and local funds, promoting consistent and efficient procurement administration, and because Delaware County meets the risk assessment criteria set forth in 2 CFR 200.320(a)(1)(iv).

Section 4. The Board hereby directs the Clerk to provide a copy of this Resolution to the Delaware County Auditor. The Board shall maintain documentation supporting this self-certification, and documentation of all micro-purchases made in accordance with this self-certification, to be made available to Federal awarding agencies and auditors, in accordance with 2 CFR 200.320(a)(1)(iv) and 2 CFR 200.334.

Section 5. This Resolution shall be effective January 1, 2025.

Vote on Motion	Mrs. Lewis Aye	Mr. Merrell Aye	Mr. Benton Aye
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**11
RESOLUTION NO. 24-1062**

IN THE MATTER OF DELEGATING AUTHORITY TO THE DIRECTOR OF THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county’s funding stream; and

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such request a resolution authorizing such from that county's board of county commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time; and

WHEREAS, the Delaware County Department of Job and Family Services provides services and supports daily operations through various contracts, agreements, and memoranda of understanding; and

WHEREAS, these various contracts, agreements, and memoranda of understanding include Workforce Investment contracts and agreements; On the Job Training and other Training and work subsidies to employers; Individual Training Accounts; PRC contracts and agreements for work related activities and employer subsidies; Children Services Individual Child Care Agreements and Memoranda of Understanding to document responsibilities for referral processes and core services with various community partners; and

WHEREAS, the Ohio Attorney General, in Opinion No. 2004-031, dated August 25, 2004, affirmed that "a Board of County Commissioners may, by resolution pursuant to R.C. 329.04(A)(7) and (B) or R.C. 329.05, assign to the County Department of Job and Family Services authority for the County Director of Job and Family Services to enter into contracts and agreements necessary to perform these powers and duties.";

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

Section 1. The Director of the Delaware County Department of Job and Family Services is hereby authorized to serve as the Delaware County Board of Commissioners' designee with authority to sign inter-county adjustment agreements on behalf of Delaware County until December 31, 2025.

Section 2. The Director of the Delaware County Department of Job and Family Services is hereby authorized to develop and enter into service plans, contracts, agreements, and memoranda of understanding for the following: workforce investment activities, on the job training and other training and work subsidies to employers, individual training accounts, PRC plan, agreements for work related activities and employer subsidies, children services individual child care, and referral process and core services with community partners.

Section 3. In the absence of the Director of the Delaware County Department of Job and Family Services the Director may authorize a designee of the Delaware County Department of Job and Family Services to exercise the authority delegated in Sections 1 and 2 of this Resolution.

Section 4. This Resolution shall take immediate effect upon adoption and shall supersede any prior resolutions delegating authority as set forth herein.

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

12

RESOLUTION NO. 24-1063

IN THE MATTER OF CONTINUING THE EMPLOYMENT OF LEGAL COUNSEL AND FIXING THE COMPENSATION TO BE PAID FOR LEGAL SERVICES PURSUANT TO R.C. 309.09(C):

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

WHEREAS, pursuant to section 309.09(C) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may employ an attorney, without the authorization of the court of common pleas as provided in section 305.14 of the Revised Code, either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters; and

WHEREAS, prior to employing an attorney, the Board shall enter upon its journal an order of the Board in which the compensation to be paid for the legal services shall be fixed, which shall be paid from the county general fund, provided the total compensation paid, in any year, by the Board for legal services under section 309.09(C) of the Revised Code shall not exceed the total annual compensation of the prosecuting attorney;

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

Section 1. The Board hereby authorizes continuing the employment of legal counsel for 2025, to represent the

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

Board in its official capacity and to advise it on legal matters.

Section 2. The Board hereby fixes the compensation to be paid for the legal services provided by the Board’s General Counsel for 2025 at \$108,666.67.

Section 3. The County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

Section 4. This Resolution shall take effect immediately upon adoption.

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

**13
RESOLUTION NO. 24-1064**

IN THE MATTER OF FIXING THE COMPENSATION FOR THE COUNTY ADMINISTRATOR FOR 2025:

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

WHEREAS, pursuant to section 305.29 of the Revised Code, the Board of Commissioners (the “Board”) shall fix the compensation of the county administrator;

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

Section 1. The Board hereby fixes the compensation of the county administrator for 2025 at \$223,756.54, payable in twenty-six equal biweekly payments, plus all fringe benefits in accordance with Board policies.

Section 2. The Board hereby continues the additional compensation for the county administrator in the form of a telephone allowance at the rate of Eighty Dollars (\$80.00) per calendar month, as approved in Resolution No. 21-1023.

Section 3. The Deputy County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

Section 4. This Resolution shall take effect immediately upon adoption.

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

**14
TIM WILSON, DELAWARE COUNTY VISITORS BUREAU
- 2024 Year End Update**

**15
RESOLUTION NO. 24-1065**

IN THE MATTER OF DESIGNATING SHANAHAN ROAD, A PORTION OF PIATT ROAD AND A PORTION OF HOLLENBACK ROAD AS PART OF THE COUNTY HIGHWAY SYSTEM:

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

WHEREAS, pursuant to sections 5541.01 and 5541.02 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall select and designate the system of county highways, and may make changes in or additions to the county system; and

WHEREAS, the boards of township trustees for Berlin and Orange Townships, Delaware County, Ohio have requested the Board designate the following township roadways as county highways and add the roadways to the county system:

Shanahan Road (Twp Rd 100) from U.S. 23 to Piatt Road (entire length)	1.319 miles
Piatt Road (Twp Rd 99) from Shanahan Road to Hollenback Road	0.300 miles
Hollenback Road (Twp Rd 274) from Piatt Road to South Old State Road	1.215 miles

WHEREAS, based on increased traffic with new developments, the condition of these roadways, and the importance of the cross-county connection from US 23 to South Old State Road provided by the three designated roadways, the Board has determined that the importance and value for traffic of these roadways warrant inclusion in the system of county highways;

WHEREAS, per section 5541.02 of the Revised Code, the Board shall transmit these designations to the director of transportation for approval and certification;

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

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

Section 1. The Board hereby designates the following township roadways as county highways:

Shanahan Road (Twp Rd 100) from U.S. 23 to Piatt Road (entire length)	1.319 miles
Piatt Road (Twp Rd 99) from Shanahan Road to Hollenback Road	0.300 miles
Hollenback Road (Twp Rd 274) from Piatt Road to South Old State Road	1.215 miles

Section 2. The Board hereby instructs the Delaware County Engineer to prepare a map with the mileage of the selected roads indicated and submit the map, together with a copy of this Resolution, to the Director of the Ohio Department of Transportation for approval and certification.

Section 3. This Resolution shall be in full force and effect immediately upon adoption.

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

**16
RESOLUTION NO. 24-1066**

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

WHEREAS, section 5577.07 of the Ohio Revised Code provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic; and

WHEREAS, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Ohio Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby reduces the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Ohio Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles:

2025 POSTED ROADS				
COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	107	BALE KENYON	POWELL	EAST ORANGE
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	152	CALHOUN		
TOWNSHIP	166	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	33	CLARK		
TOWNSHIP	139	CLARK SHAW	SAWMILL PKWY	LIBERTY
TOWNSHIP	132	COOK		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	174	HODGES		
TOWNSHIP	171	HOUSEMAN		
TOWNSHIP	156	JACKTOWN		

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

TOWNSHIP	73	JOE WALKER	SR 37	DEAD END
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	62	KENNEY		
TOWNSHIP	149	KLONDIKE		
TOWNSHIP	61	LANE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	59	MOODY	OLIVE GREEN	JUSTAMERE
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	256	OLMSTEAD		
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	12	PORTER CENTRAL	STATE ROUTE 656	COUNTY LINE
TOWNSHIP	69	ROSECRANS		
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	OLIVE GREEN	PORTER CENTRAL
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON	CARTERS CORNER	SR 61

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

17

RESOLUTION NO. 24-1067

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR BERLIN FARM WEST SECTION 5:

It was moved by _____, seconded by _____ to approve the following:

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Berlin Farm West Section 5;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Berlin Farm West Section 5 as follows:

Berlin Farm West Section 5:

**OWNER’S
AGREEMENT**

PROJECT NUMBER: 24052

THIS AGREEMENT, executed on this 23rd day of December, 2024, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm West Sec 5 further identified as Project Number 24052 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit “A” attached hereto.
2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Twenty Seven Thousand Seven Hundred Dollars and No Cents (\$27,700.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$345,700.00
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**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

CONSTRUCTION BOND AMOUNT	\$345,700.00
MAINTENANCE BOND AMOUNT	\$34,600.00
INSPECTION FEE DEPOSIT	\$27,700.00

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

**18
RESOLUTION NO. 24-1068**

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:

<u>PERMIT #</u>	<u>APPLICANT</u>	<u>LOCATION</u>	<u>TYPE OF WORK</u>
UT2024-0247	AEP	HOME RD	ROAD BORE
UT2024-0248	CINCINNATI BELL	GLICK RD	FIBER OPTIC CABLES

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

**19
RESOLUTION NO. 24-1069**

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS HYATTS MEADOWS SECTION 1 AND 2- HYATTS ROAD WIDENING AND RELEASING CONSTRUCTION BOND:

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

WHEREAS, on April 4, 2022, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with OMF, Ltd., (the "Owner") for the project known as Hyatts Meadows Section 1 & 2- Hyatts Road Widening (the "Improvements"); and

WHEREAS, the County Engineer has inspected the Improvements and finds them to be constructed in accordance with approved plans; and

WHEREAS, the County Engineer recommends the Board accept the Improvements in accordance with the Owner's Agreement and release the bond being held to secure construction of the Improvements to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvements made for Hyatts Meadows Section 1 & 2- Hyatts Road Widening in accordance with the Owner's Agreement and releases the bond to the Owner.

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

**20
RESOLUTION NO. 24-1070**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR DEL-CR125-1.46 STEITZ ROAD IMPROVEMENTS:

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

DEL-CR125-1.46 Steitz Road Improvements, Bid Opening: November 23, 2024:

WHEREAS, as the result of the above-referenced bid opening, the County Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Double Z Construction Company;

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Double Z Construction Company.

CONTRACT

THIS AGREEMENT is made this 23rd day of December, 2024, by and between Double Z Construction Company, 2550 Harrison Road Columbus, Ohio 43204, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR125-1.46 Steitz Road Improvements”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Two Million Six Hundred Fifty-Nine Thousand Six Hundred Forty-Seven Dollars and Twenty- Eight Cents (\$2,659,647.28) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

**21
RESOLUTION NO. 24-1071**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A
TRANSFER OF FUNDS:**

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

Supplemental Appropriations		
36714109-5801	Escrow Administration/Miscellaneous Cash Transfers	38,523.48
74214103-5801	Unclaimed Re Taxes Treasurer/ Miscellaneous Cash Transfer	260,080.42
75214106-5801	Sheriff Property Tax Proration/ Miscellaneous Cash Transfer	24,184.77
Transfer of Funds		
From:	To:	
36714109-5801	76114901-4601	38,523.48
Escrow Administration/ Miscellaneous Cash Transfer	REA Escrow Fund/Interfund Revenues	
74214103-5801	10011102-4601	260,080.42
Unclaimed Re Taxes Treasurer/	Commissioners General/Interfund Revenues	

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

Miscellaneous Cash Transfer		
75214106-5801	10011102-4601	24,184.77
Sheriff Property Tax Proration/ Miscellaneous Cash Transfer	Commissioners General/Interfund Revenues	

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

**22
RESOLUTION NO. 24-1072**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS:

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

Transfer of Appropriations		
From:	To:	
10013101-5001	10013101-5101	6,100.00
Recorder/Compensation	Recorder/Health Insurance	
10020201-5101	10020201-5001	5,000.00
Clerk of Courts/Health Insurance	Clerk of Courts/Compensation	
20110105-5101	20110105-5001	20,000.00
REA/Health Insurance	REA/Compensation	
24113102-5001	24113102-5120	1,500.00
County Recorder Equipment/Compensation	County Recorder Equipment/OPERS	
24820102-5101	24820102-5001	15,000.00
Northpointe Satellite Office/Health Insurance	Northpointe Satellite Office/Compensation	
70161603-5201	70161603-5101	1,500.00
FCFC General/General Supplies & Equip <1,000	FCFC General/Health Insurance	

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

**23
RESOLUTION NO. 24-1073**

**IN THE MATTER OF OBJECTING TO THE VILLAGE OF GALENA’S PROPOSED TAX
INCREMENT FINANCING INCENTIVE DISTRICTS EXEMPTIONS FOR THE DEVELOPMENT
KNOWN AS MILLER FARMS:**

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

WHEREAS, on December 17, 2024, the Delaware County Board of Commissioners (the “Board”) received notice from the Village of Galena, pursuant to section 5709.40(E)(1) of the Revised Code, of its intention to adopt an ordinance creating new tax increment financing incentive districts for a development known as Miller Farms, providing exemptions for up to thirty years at one hundred percent (the “Exemptions”); and

WHEREAS, pursuant to section 5709.40(E)(2) of the Revised Code, the Board may object to the Exemptions for the number of years in excess of ten, may object to the Exemptions for the percentage of the improvement to be exempted in excess of seventy-five per cent, or both;

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

Section 1. The Board hereby objects to the Exemptions for the number of years in excess of ten.

Section 2. The Board hereby authorizes and directs the County Administrator, and her designees, to enter into negotiations with the Village of Galena for a mutually acceptable compensation agreement, in accordance with section 5709.40(E)(2) of the Revised Code.

Section 3. The Board hereby directs the Clerk of the Board to certify this Resolution to the Council of the Village of Galena on or before January 16, 2025.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

Section 4. 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 5. This Resolution shall take effect immediately upon adoption.

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

24

RESOLUTION NO. 24-1074

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND EXECUTE BROADBAND INFRASTRUCTURE PUBLIC-PRIVATE AGREEMENTS WITH CONNECT HOLDING II, LLC (D/B/A BRIGHTSPEED) AND CONSOLIDATED COOPERATIVE, INC.:

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

WHEREAS, pursuant to Resolution No. 24-526, the Delaware County Board of Commissioners (the “Board”) requested proposals for strategic broadband network engineering and deployment; and

WHEREAS, the Board received proposals from respondents and, pursuant to Resolution No. 24-928, ranked the proposals and authorized negotiations with Consolidated Cooperative and Brightspeed; and

WHEREAS, the Board has received, on behalf of Delaware County, an allocation of State and Local Fiscal Recovery Funds under the America Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, under ARPA, recipients may use funds to make necessary investments in broadband infrastructure designed to provide service to households and businesses with an identified need, as determined by the recipient, for such infrastructure; and

WHEREAS, the Deputy County Administrator recommends that the Board approve, in substantial form, the broadband infrastructure public-private agreements and authorize the County Administrator to approve and execute the final agreements, with such revisions the County Administrator deems necessary and proper;

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

Section 1. The Board hereby approves broadband infrastructure public-private agreements with Connect Holding II, LLC d/b/a Brightspeed and Consolidated Cooperative, Inc., in substantial form as set forth herein and hereby authorizes the County Administrator to approve and execute the final agreements with such revisions the County Administrator deems necessary and proper.

Section 2. The Board hereby determines that it is necessary to make investments in broadband infrastructure designed to provide service to households and businesses with an identified need for such infrastructure and authorizes the use of ARPA funds for the agreements approved in accordance with this Resolution.

BROADBAND INFRASTRUCTURE PUBLIC-PRIVATE AGREEMENT

THIS BROADBAND INFRASTRUCTURE PUBLIC-PRIVATE AGREEMENT (“Agreement”) is made and entered into in Delaware County, Ohio, as of the ____ day of _____, 2024 (“**Effective Date**”), by and between _____ (“_____”) a/an _____, with a place of business located at _____ and DELAWARE COUNTY, OHIO, an Ohio County Government, with a place of business located at 91 N. Sandusky Street, Delaware, Ohio 43015, and its successors and assigns (“**County**”), (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, County determined that the provisioning of High-Speed Broadband Services within Delaware County (the “**Project**”), as defined below, to residents and businesses is a critical public utility need that directly impacts the vitality and quality of life within Delaware County; and

WHEREAS, the COVID-19 pandemic has manifested the importance of High-Speed Broadband Services for employment, education, consumerism, telemedicine and other resident needs to successfully function and compete in today’s society; and

WHEREAS, local governments across the country have recognized that the provision and delivery of High-Speed Broadband Services will require the intervention and partnership of local governments with private

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

providers to achieve delivery of high speed broadband service and ensure that no portion of the community is underserved or left behind; and

WHEREAS, County issued a request for proposals (“**RFP**”), attached hereto and incorporated by reference herein as **Exhibit A** from service providers to deploy, operate, and maintain a broadband network to currently unserved and underserved addresses within the County; and

WHEREAS, _____ submitted a response to the RFP (“_____ **Response**”), attached hereto and incorporated by reference as **Exhibit B** and proposed to extend its all-fiber optic network solution approximately _____ miles connecting _____ within Delaware County to _____’s current infrastructure and will be available to provide High Speed Broadband Services to County residents and will use best efforts to facilitate High Speed Broadband Services to businesses who currently lack a minimum of fully symmetrical 100Mbps service (collectively, “**Consumers**” or “**Unserved Consumers**”) to a minimum of _____ unfunded, unserved, or underserved Addressable Locations within Delaware County (“**Service Area**”), attached hereto and incorporated by reference herein as **Exhibit C**;

WHEREAS, an RFP review committee carefully reviewed all submitted proposals and ranked _____ as a most responsive and responsible proposer, and County accepted the _____ Response and identified _____ as a strategic County partner with which to conduct negotiations given that _____ possesses the requisite experience, expertise and financial strength to acquire, plan, design, develop, construct, repair, maintain, or finance the Project; and

WHEREAS, the Parties have negotiated in good faith to develop acceptable terms and wish to enter into a binding Agreement defining the objectives, duties, roles, and responsibilities of each Party with respect to extending _____’s network to provide High Speed Broadband Services to the Consumers within Delaware County

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Network Extension Work. _____ agrees to undertake, with County input, the necessary design, construction, installation, and maintenance of equipment and infrastructure to extend its existing fiber optic network to Consumers within Delaware County (“**Network Extension Work**”). The proposed fiber network will provide Consumers with a minimum of fully symmetrical 300Mbps and a minimum available maximum of at least fully symmetrical 1 Gbps (“**High-Speed Broadband Services**”), subject to Consumer preferences. The Network Extension Work shall be built in zones as geographically depicted in **Exhibit C** and in the order outlined in **Exhibit C** and shall be referred to as the project area (“**Project Area**”). _____ shall utilize GPON technology to deliver its High-Speed Broadband Services. _____ shall utilize underground and overhead construction, shall use commercially reasonable construction standards when constructing the Network Extension Work, and shall utilize conduit where reasonably required. No wireless backhaul service shall be utilized for the system.

2. Term. Unless this Agreement is terminated in accordance with the provisions contained herein, or extended by mutual agreement of the Parties, their successors, or their assigns, the term of this Agreement shall begin on the Effective Date and continue until thirty (30) years after the Effective Date (“**Term**”). _____ commits to providing the resulting service for the Term starting from activation of the entire Project Area and consistent with Section 18. No provision of this Agreement shall survive the termination of this Agreement subject to Sections 17, 20, 22, 23, 24, 25, 26, and 27 of this Agreement and as otherwise expressly stated herein. After any termination of this Agreement, _____ shall retain exclusive ownership of all Project infrastructure.

3. Completion Date. _____ will complete the Network Extension Work for a minimum _____ Consumers within twenty-four (24) months of the Effective Date of this Agreement, but in no case later than December 31, 2026. A proposed timeline (“**Timeline**”) of the Network Extension Work and agreed upon by the Parties is attached hereto and incorporated by reference herein as **Exhibit E**.

4. Project Performance and Metrics. _____ will develop, with County input, high-level designs, construction drawings, timelines, performance goals, and other project implementation information (collectively, “**Project Information**”). _____ will provide Project Information to County prior to the Network Extension Work. Once Network Extension Work has commenced, _____ shall provide County with quarterly performance updates and metrics related to Project Information (“**Metrics**”) as they relate to _____’s adherence to the Timeline and until completion of the Project. Metrics shall be reported in writing and shall include, but are not limited to, a summary of the tasks detailed in the Timeline (**Exhibit E**) and shall indicate the status (“ahead of schedule”, “on schedule”, or “behind schedule”) for each task. For each task that is behind schedule according to the Timeline, _____ shall indicate the extent to which the task is behind schedule and its recovery plan to remedy the delay, subject to Section 27 of this Agreement. _____ shall make itself available on a frequency no less than weekly to discuss the status of remedying the delay.

5. Contribution Amounts. In consideration of the Network Extension Work, County shall pay _____ an amount not to exceed _____ (“**County’s Contribution Amount**”). It is anticipated that up to _____ of County’s Contribution Amount will come from available American Rescue Plan Act

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

(“ARPA”) funds. The use of the awarded ARPA funds requires _____ to ensure the Project meets ARPA requirements which are in effect as of the Effective Date of this Agreement, thereafter, and in accordance with County’s contract provisions for non-federal entity contracts under federal awards, attached hereto and incorporated by reference as **Exhibit G**. Subject to _____’s performance, County shall pay _____ milestone payments in accordance with the payment schedule attached hereto and incorporated by referenced herein as **Exhibit D** (the “**Payment Schedule**”). The County’s Contribution Amount shall constitute an all-inclusive, total sum for Network Extension Work provided by _____ under the terms of this Agreement, subject to customary availability and deployment in the market, as well as applicable legal and regulatory requirements. Payments of County’s Contribution Amount shall be calculated based upon the payment milestones achieved to the reasonable satisfaction of County and conforming to the Project as approved, during the period set forth in **Exhibit D**. After completion of each milestone, _____ shall prepare a written invoice and submit same to County together with supporting documentation set forth in **Exhibit D** (collectively, the “**Payment Application(s)**”). Within thirty (30) calendar days after County’s receipt of each Payment Application, County will pay portions of the County’s Contribution Amount then due with immediately available funds by wire transfer to an account specified by _____ as listed in **Exhibit D**. In the event that County disputes any amount set forth on a Payment Application, County shall notify _____ in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. _____ shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of County’s Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

If _____ completes the Network Extension Work as described for less than the County’s Contribution Amount, _____ shall engage with the County in good faith to identify, reallocate, and spend any remaining balance of the County’s Contribution Amount toward additional Network Extension Work, other eligible broadband infrastructure, or related initiatives within the County, subject to mutual agreement among the Parties and compliance with applicable laws and funding regulations. Further, if _____ receives funding from the Broadband Equity Access and Deployment (“BEAD”) Program or any other federal, state, or local funding sources that directly impact the Project Area, _____ shall (1) notify the County promptly upon receipt of such funds, (2) collaborate with the County to assess the impact of the additional funding on the Project Area, (3) work in good faith with the County to identify other areas within the County that meet eligibility criteria for funding under the terms of the original agreement or the requirements of the additional funding source, and (4) reallocate any cost savings or excess funding, as applicable, to eligible projects within the County as mutually agreed upon by both parties. _____ shall ensure all reallocations and use of funds comply with applicable legal, regulatory, and contractual obligations and provide periodic reports to the County detailing the status of the funding and reallocation efforts.

6. Responsibilities of _____. _____ represents and warrants that it shall:

(a) develop, with County input, a proposed fiber service route to maximize coverage of unserved, underserved, and key growth areas in Delaware County and identified in **Exhibit C**;

(b) collaborate with County regarding the installation method, route, location priority schedule, and final design of the Project;

(c) perform the Network Extension Work to ensure that all the priority zones and addressable locations identified by _____ in **Exhibit C** have access to _____ services in accordance with the Project Information. As _____ completes engineering for each priority zone, _____ shall provide County with a final list of all addressable locations for each priority zone;

(d) provide an experienced and able management team to design, build, operate, and maintain the proposed Network Extension Work and resulting fiber network;

(e) perform the Network Extension Work in a safe and professional workman-like manner and in accordance with all applicable federal, state, county, and local laws, ordinances, orders, rules, and regulations in effect on the Effective Date;

(f) take reasonable precautions to protect the persons and property of others on or adjacent to Network Extension Work sites from damages, loss, injury, interference, or nuisance resulting from the Network Extension Work and to restore any property areas to a condition materially consistent with the condition immediately prior to the Network Extension Work and/or in compliance with any applicable laws, ordinances, rules, and regulations. In case of any disturbance of pavement (whether concrete, asphalt, or other surface material), curb, sidewalk, driveway, apron, or other surfacing, _____ shall, at its own cost and expense, and in a timely manner, replace and restore all paving, sidewalk, driveway, landscaping, or surface of any area disturbed, in as good condition as before said work was commenced and in accordance with generally applicable standards for such work. In case of any disturbance of grass or topsoil, _____ shall, at its own cost and expense, and in a timely manner, provide seed and straw to all areas disturbed to reasonably restore the grass or topsoil to as good condition as before said work was commenced and in accordance with generally applicable standards for such work. However, unless otherwise negligent and/or failing to follow all laws, ordinances, rules and regulations, _____ shall not be responsible for damages caused to unmarked underground infrastructure, whether it be public or private, or be held responsible for related or incidental damages;

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

(g) obtain all necessary federal, state, county, and municipal permits, licenses, and approvals prior to the commencement of the Network Extension Work and subsequent upgrade work;

(h) pay for all services, labor, materials, and other costs and expenses incurred in connection with the Network Extension Work;

(i) make financial investments to maintain and upgrade the fiber network consistent with industry standards throughout the Term of this Agreement to provide services and service quality standards that are equal to or better than what _____ or its affiliated entities provide to its customers in other jurisdictions in Ohio throughout the duration of the Term without further cost to the County beyond those funds committed pursuant to this Agreement;

(j) develop performance goals and metrics for completion of Network Extension Work. _____ shall provide to County confidential, on-line reports detailing Network Extension Work progress and accomplishment of performance goals on a quarterly basis consistent with Section 4;

(k) cause all of its contractors, subcontractors, representatives, and agents performing the Network Extension Work to comply with all requirements of this Section 6, as applicable;

(l) provide Project closeout documentation, including, but not limited to the Notice of Completion, upon completion of Network Extension Work as set forth herein and in **Exhibits C and E**;

(m) reasonably pursue and participate (when economically feasible and operationally practicable) in federal, state, local, and private grant funding opportunities, at the reasonable request of and in conjunction with County;

(n) provide rates comparable to what _____ or its subsidiaries currently offer to any of its other customers and subscribers and offer rates for High-Speed Broadband Services to Consumers that are the same non-promotional residential retail rates in the Project Area that _____ or its subsidiary entities offer to any of its other customers or subscribers for the same tiers of service or better during the Term of this Agreement subject to Section 11 below;

(o) provide open access network at commercially reasonable rates to allow third party providers to utilize available space on the _____ network to provide services;

(p) host public meetings, sponsor, or engage in other events in the proposed Project Area to inform residents about the Project, address inquiries, and outline service options. Additionally, _____ shall consult with the Delaware County Economic Development Department to host two (2) vendor fairs to solicit participation from Delaware County-based businesses;

(q) be solely responsible for providing High-Speed Broadband Services to consumers under its own brands and has exclusive authority and responsibility for fielding customer inquiries, addressing customer concerns, or otherwise with respect to _____ customers within the County;

(r) ensure that all required contractors register with County, and provide a responsible person with direct contact information to be maintained on file with County Engineer and Commissioner's office.

7. Responsibilities of County. County represents and warrants that it shall:

(a) provide County's Contribution Amount described in Section 5 of this Agreement to assist with _____'s Network Extension Work;

(b) assist to expedite the permitting process, where possible and consistent with state and federal law, for use of public right of ways and zoning permits for the Network Extension Work and assist _____ in acquiring such permits;

(c) identify and consult with all applicable County stakeholders including, when applicable, the County Engineer, prior to execution of this Agreement;

(d) provide _____ with all County-specific ordinances, rules, and regulations;

(e) provide County-specific geospatial datasets (where available), including parcel and address data to _____ free of charge;

(f) permit _____'s permitting and construction management and review at costs or fees that shall not exceed County's actual and direct expenses (inclusive of the actual costs of any reasonable and necessary outside engineering or legal consultant expenses) related to permitting, reviewing construction drawings, field inspection, construction management work, and any necessary public safety expense; and

(g) reasonably pursue and participate when economically feasible and operationally practicable in federal, state, and private grant funding opportunities, at the reasonable request of and in conjunction with

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

_____.

8. Pre-Construction Notices. _____ shall provide County an opportunity to review and comment on any notices sent to Consumers prior to the start or concerning construction of the network.

9. Installation and Service Activation. _____ shall not charge to bring service to any Consumer location contiguous to the Network Extension Work when such actual and direct installation costs are less than One Thousand Five Hundred Dollars and No Cents (US\$1,500.00) (“Installation Allowance”). The Consumer shall be responsible for installation costs (actual and direct) that are over the Installation Allowance. The Consumer shall be responsible for _____’s service activation fee which is a one-time fee of One Hundred and Fifty Dollars And No Cents (US\$150.00) (“Service Activation Fee”) to activate service. Nothing in this provision precludes _____ from offering Consumers a more favorable Installation Allowance and Service Activation Fee.

10. Rate Cap Period. _____ shall not charge Consumers in the Project Area shall higher rates than those charged to _____ members or any other consumers within the service territory for comparable services. Further, _____ shall equally and simultaneously apply any rate reductions applied to _____ members to Consumers in the Project Area. _____ shall apply the same reconnection fees and disconnection fees to all Consumers as it does for other customers and subscribers. _____ shall provide County with a general notice regarding any changes in rates for service prior to the rate change. This provision ensures equitable treatment and prohibits any Consumer within the Project Area from bearing rates or charges exceeding those of other _____ members, maintaining fairness, and uniformity in all rate adjustments. The tiers of High-Speed Broadband Services for 2025 that apply to _____ members and Consumers in the Project Area include:

- 300 Mbps upload x 300 Mbps download for US\$79.95 per month*
- 500 Mbps upload x 500 Mbps download for US\$99.95 per month*
- 1000 Mbps upload x 1000 Mbps download for US\$119.50 per month*

Nothing in this provision precludes _____ from offering packages with more favorable rates and/or speeds to Consumers.

11. Consumer Service Standards. _____ shall design the network to ensure reliable service with ninety-nine-point nine (99.9) percent uptime with consideration of environmental factors and damage caused by parties other than _____ or its subcontractors. _____ shall monitor and administer the Internet assets twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. _____ will be solely responsible for providing High-Speed Broadband Services to Consumers under its own brand. County will have no authority or responsibility for fielding Consumer inquiries, addressing customer concerns, or otherwise with respect to _____ Consumers within Delaware County. County will have no responsibility for network upgrade costs or other costs to maintain or enhance the provision of services to such residential and/or business Consumers, beyond those defined in this Agreement under Network Extension Work.

12. Coordination with NTIA. Following NTIA approval of the Ohio map documenting unserved and underserved locations, _____ and County will use the current address data to verify the percentage of served vs. unserved/underserved residents and businesses in the County served by _____, and, meet and confer as to whether a modification of the number of unserved/underserved addresses that _____ will actually be able to serve with its proposed solution subsequent to system completion and activation.

13. Digital Equity Commitment. _____ shall, in earnest, work with County to identify and engage with a local County not-for-profit to sponsor a digital equity program to promote digital equity and skill-building programs for under resourced communities.

14. FCC Affordable Connectivity Program. _____ shall participate and offer the Federal Communication Commission’s (“FCC”) Affordable Connectivity Program (“ACP”) or any successor or similar program, if available and subject to the FCC accepting _____’s application, enrolling _____, and ability to award program funding. _____ will collaborate with the County to endeavor to offer an affordable service product, when appropriate, to qualifying residents within Delaware County as well as other assistance programs including but not limited to the FCC’s Lifeline Program.

15. Future Expansion of Broadband Services. County and _____ shall agree to mechanisms that enable the expansion of broadband services in Delaware County. _____ shall actively work to identify and write grants that further expand _____’s broadband deployment in Delaware County. When County identifies potential opportunities for broadband expansion, County shall send _____ a brief summary of the opportunity, and _____ shall endeavor to respond within twenty (20) business days regarding _____’s initial assessment of the grant opportunity and its interest in pursuing the opportunity identified by County. County may receive competitive offers and provide _____ with the right of first refusal to match said offer. As part of a joint effort for future expansion of broadband services in Delaware County, County and _____ shall meet as needed to assess expansion opportunities and necessary resources to achieve expansions.

16. Other Services. _____ shall not unreasonably withhold access to its fiber infrastructure

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

and services in Delaware County. For services _____ does not already provide across its footprint but are necessary to improve, expand, and/or enhance connectivity in Delaware County, _____ shall provide such services consistent with the pricing terms outlined in Section 10 herein.

17. Ownership. Exclusive of any rights granted to the County as may be described in this Agreement, _____ shall retain sole ownership and rights in its existing fiber network and any additions to the fiber network as contemplated by the Network Extension Work and this Agreement, including all materials, equipment, supplies, and facilities constructed and deployed in connection with the Network Extension Work. The entire fiber network will remain with _____, and County shall, other than the conditions described in this Agreement, have no interest therein. If _____ undergoes a change in control, substantial sale of assets, acquisition, material change in management, or dissolution, it must provide prior notice, in writing, to County.

18. Confidentiality. Subject to the requirements of the Ohio Public Records Act, and as may be lawfully required, County and _____ agree to keep confidential and protect against disclosure (specifically excluding this Agreement) any and all valuable or potentially valuable information that is marked confidential, whether communicated in written, electronic, or other form prior to or after execution of this Agreement, including, but not limited to, Consumer information and financial, commercial, marketing, sales, technical, or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names, trade dress, and applications relating to same, trade secrets, software, code, inventions, know-how, and similar information), and any and all other material, documents, and data related to the business activities of the other party (collectively, “**Confidential Information**”). Notwithstanding the foregoing, the Parties may disclose Confidential Information to their lawyers, accountants, other professional advisors, and lenders on a confidential basis, and as required by law, regulation, or other legal rule or order. County hereby covenants and agrees not to duplicate, use, or disclose, in whole or in part, any Confidential Information provided by _____ without prior written consent from _____. Notwithstanding, County may disclose _____ data related to the Network Extension Work to private or public entities for the sole purpose of applying for and/or securing funding or grants, provided that _____ consents in writing, which consent shall not be unreasonably withheld or delayed.

19. Indemnification. _____ covenants and agrees at its expense to pay and to indemnify, protect, defend, and save County, its elected officials, and its officers, agents, and employees (the “**Indemnitees**”) harmless of, from, and against, any and all claims, damages, demands, expenses (including, without limitation, reasonable attorneys’ fees), and liabilities relating to bodily injury or property damage resulting directly or indirectly from _____’s (and/or any affiliate’s thereof) negligent performance pursuant to this Agreement or negligent failure to perform pursuant to this Agreement unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of County, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between County and _____ or any affiliate thereof.

20. Insurance. _____ shall maintain insurance in accordance with the insurance requirements attached hereto and incorporated by reference herein as **Exhibit F**. Prior to performing any Network Extension Work, and at any time upon the request of County, _____ shall provide County with certificates evidencing compliance with all such insurance requirements.

21. Performance Bond. _____ shall obtain and deliver to County evidence that it has obtained a performance bond in the amount of _____ and No Cents (US\$ _____,000.00) for the construction of the Project and Network Extension Work in form and substance acceptable to County’s legal advisor, such approval to not be unreasonably withheld, conditioned, or denied.

22. Use of Either Party’s Name; Joint Marketing. County acknowledges that all goodwill associated with _____’s name and logo are, and shall remain, the sole property of _____ and no rights are conferred upon County to use the same without the prior written consent of _____, which consent shall not be unreasonably withheld or delayed. _____ acknowledges that all goodwill associated with County’s name and logo are, and shall remain, the sole property of County and no rights are conferred upon _____ to use the same without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties shall cooperate in joint marketing efforts utilizing the marketing resources and goodwill of each party to promote the High-Speed Broadband Services made available to Consumers as a result of the Network Extension Work. Except as otherwise mutually agreed to by the Parties, each Party shall bear its own expenses without contribution in connection with such joint marketing efforts.

23. Authority. County and _____ represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each Party has obtained any necessary approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each Party are authorized to execute and deliver this Agreement on behalf of such Party.

24. Event of Default; Remedies. Unless otherwise required by law, in the event that either Party breaches a material provision of this Agreement, which shall constitute an “**Event of Default**” under this Agreement, the non-defaulting Party shall give written notice to the defaulting Party setting forth the nature of the

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024

default (“**Notice of Default**”). The defaulting Party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting Party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such thirty (30) day period), the non-defaulting Party may terminate this Agreement for cause under this Section by written notice to the other Party and may exercise its legal rights and remedies as a result of such Event of Default. During the term of this Agreement, each Party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such Party may have at law or in equity for breach of this Agreement. Project is deemed completed when cable splicing has been completed at the final priority zone, as determined by County. If Project is not completed by December 31, 2026, _____ waives any defenses, and no County funding will be made available after December 31, 2026.

25. Attorneys’ Fees. In the event legal action is instituted by the County to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the County in such legal action will be entitled to receive from _____, should the County prevail, reasonable attorneys’ fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The right to attorneys’ fees shall survive the termination of this Agreement.

26. _____’s Covenants.

(a) County shall not be liable to _____ for, and _____ shall defend and hold harmless County from and pay all costs related to, any and all claims, demands, losses, injuries, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys’ fees) suffered or incurred by _____, or any party acting by, through, or under _____ arising out or as a result of the exercise by _____ of any right granted to _____ hereunder, unless caused by a County Event of Default or the gross negligence, intentional actions, or willful misconduct of County or any party acting by, through, or under County;

(b) _____ commits to complying with the requirements of ARPA, including but not limited to, assisting County with federal reporting metrics. _____ acknowledges that all work contemplated by this agreement to be funded by the County must be completed on or before December 31, 2026. _____ waives payment for any Network Extension Work completed or invoiced to the County after December 31, 2026. _____ will complete the Network Extension Work no later than December 31, 2026. _____ acknowledges and agrees that any Network Extension Work remaining uncompleted and/or uninvoiced as of January 1, 2027, will be completed at _____’s sole economic cost. If _____ fails to complete the Network Extension Work on or before December 31, 2026, _____ waives any defenses to the County attaching the performance bond described in Section 21, subject to Force Majeure.

(c) Good Faith: _____ commits to working and negotiating with County in good faith to reach a mutually acceptable agreement that meets the requirements and standards described in the County Request for Proposal.

(d) Industry Standard: _____ commits through the award and implementation process to act in accordance with all generally accepted industry standards.

27. Environmental Liability. _____ at its sole expense hereby assumes full responsibility for, and shall indemnify protect, defend and hold harmless County from, any and all environmentally related claims, demands, enforcement actions, liabilities, costs or expenses (including, but not limited to, reasonable attorneys’ fees) incurred by County arising out of _____’s performance of its responsibilities under this Agreement.

28. Incorporation by Reference. All of the Exhibits attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto. In the event of any inconsistency between this Agreement and the exhibits attached hereto, this Agreement (without reference to such exhibits) shall govern.

29. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

30. Notice. Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the Party’s address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either Party may change its address for the purpose of notice hereunder by providing the other Party with notice of the new address.

Notices to Delaware County:
Delaware County, Ohio
Attn: Aric Hochstetler
91 N. Sandusky Street, First Floor
Delaware, Ohio 43015
Telephone: (740) 833-2118
Fax: (740) 833-2099

Notice to _____:

Telephone:
Fax:
Email:

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024**

Email: AHochstettler@co.delaware.oh.us

With copies to:

Taft, Stettinius & Hollister
Attn: Christopher Miller
Lauren Stenger
41 S. High Street
Columbus, Ohio 43215
Telephone: (614) 220-0250
Fax: (614) 221-2007
Email: cmiller@taftlaw.com

With copies to:

31. Interpretation. All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.

32. Survival. The provisions of Sections 17, 20, 22, 23 24, 25, 26, and 27 will survive termination of this Agreement.

33. Governing Law. This Agreement is governed by and construed under the laws of the State of Ohio, and the United States of American, in that order, without regard to conflict of laws principles.

34. Venue. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall attorn to the appropriate state or federal courts of Delaware or Franklin County, Ohio.

35. No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

36. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, The Impacted Party shall give notice promptly of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

37. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. _____ may assign this Agreement only upon prior written notice and consent of County, which consent may be withheld or conditioned as determined by County. Successors and assigns of _____ shall be bound by and comply with all provisions of this Agreement.

38. Waiver. The failure of either Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

39. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

40. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the Party against whom enforcement of the change, amendment, modification, waiver, or discharge is sought.

41. Counterparts, Separate Signature Pages, and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

42. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by County and/or _____ falls on a Saturday, Sunday, or federal, state, or county legal holiday, such date shall be deemed postponed until the next business day thereafter.

43. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2024

extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

44. **No Recordation.** Neither this Agreement nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record.

45. **Compliance With Laws.** Each Party’s obligations under this Agreement shall comply with all applicable local, state and federal legal, regulatory and statutory requirements.

46. **Not an Offer.** This Agreement or any draft thereof shall not be considered an offer to contract and shall not be binding against either Party until it is fully executed by both County and _____.

47. **Entire Agreement.** This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms and conditions of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing. The Parties agree that no earlier draft or drafts of this Agreement shall be used for any purpose.

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

25
ADMINISTRATOR REPORTS

CA Davies – Thanked Attorney Hochstettler for his work on the Broadband Project. She wanted to congratulate Bishop Watterson on their Division III State Football Championship. She also wanted to thank the County Commissioners and all County Employees for their hard work and dedication this past year.

Attorney Hochstettler - Thanked the Consultants that worked with him on the Broadband Project.

26
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis – Offered a Thank You and Merry Christmas to all County Employees and Elected officials.

Commissioner Benton – Excited about 2025, since 2024 was a great year for the County. Offered thanks to County and wished everyone a Merry Christmas.

Commissioner Merrell – Wanted to wish everyone a Merry Christmas.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners