

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 9, 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

10:00 A.M. Public Hearing Franklin Watershed Drainage Improvement

**1
RESOLUTION NO. 24-994**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 2, 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 2, 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. 24-995**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1206:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1206, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2404120) Sedgwick Claims	Self Insured Workers Comp	61311923-5301	\$8,000.00
(P2401331) PCSAO	JFS Administration	22411605-5308	\$14,038.33
(P2401037) EVOQUA	SRF Operations & Maintenance	66211900-5290	\$14,000.00
(P2403393) Village Network	FCF System of Care	70161605-5348	\$13,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2405263	PARR PUBLIC SAFETY	INSTALL OPTICOMS 12 MEDICS 2 CAPT VECH	10011303 - 5260	\$ 11,750.00
R2405387	MCGRATH RENTCORP & SUBSIDIARIES	DOG WARDEN REPLACEMENT MODULAR UNIT	42311453 - 5410	\$ 145,677.00
R2405397	PROCORE TECHNOLOGIES INC	CONSTRUCTION PROJECT MANAGEMENT SOFTWARE	66211900 - 5320	\$ 49,977.42
R2405405	ABSOLUTE IMPRESSIONS INC	IMPRINTED WATER BOTTLES	60211924 - 5313	\$ 13,200.00
R2405414	COLUMBUS HOUSING PARTNERSHIP INC	CHANNING STREET ARPA SUB-RECIPIENT GRANT	22211330 - 5601	\$ 2,300,000.00
R2405427	360WATER INC	ONLINE OPERATOR TRAINING	66211900 - 5305	\$ 11,150.00
R2405474	PEDIATRIC EMERGENCY STANDARDS INC	HANDTEVY SOFTWARE SUBSCRIPTION	10011160 - 5320	\$ 16,812.42
R2405474	PEDIATRIC EMERGENCY STANDARDS INC	HANDTEVY SOFTWARE SUBSCRIPTION	10011303 - 5320	\$ 8,589.18

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

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**4
RESOLUTION NO. 24-996**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer’s Office is requesting that its employees attend various trainings, meetings, conferences and continuing education classes throughout 2025, at the cost of \$35,500.00.

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

**5
RESOLUTION NO. 24-997**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling & Litter Prevention Office
2025**

This agreement made on December 9, 2024, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the “District” or “DKMM”) with offices at 619 West Marion Road, Suite 107, Mount Gilead, Ohio 43338 and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 91 North Sandusky Street, Delaware, Ohio 43015.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on July 30, 2019.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Chapter 6 and as detailed programs in Appendix I of the amended plan.

WHEREAS, Chapter 6 and Appendix I of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District’s special collection programs, the District’s promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement
The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$82,051 for fulfillment of obligations listed in **Exhibit #1**. A maximum of \$15,000 can be utilized for fringe benefits. A minimum of \$12,000 must be utilized for programmatic expenses. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on the annual program report forms.

2. Term
The term of this agreement is January 1, 2025 - December 31, 2025.
3. Payments
The District shall disburse the contract amount of \$82,051, subject to availability, in three payments as described: 50% January; 25% April; and 25% July.
4. Allowable Expenditures

Personnel

- Salary: costs for the program manager and/or dedicated staff (minimum requirement is 36

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hours/week). Extended leave beyond 12 weeks will not be paid, through this contract.

- Benefits: a **maximum** of \$15,000 can be utilized for fringe benefits.
- Administration: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the County Recycling & Litter Prevention Office.

Programmatic

A **minimum** of \$12,000 must be spent on the programmatic expenses listed below.

- Contracts: costs for any outside services used by the County Recycling & Litter Prevention Office to help them meet the responsibilities outlined in Exhibit #1.
- Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program’s responsibilities as outlined in Exhibit #1.
- Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities such as: educational/awareness presentation displays, safety items for litter clean-up activities, public area recycling collection containers such as Clear Stream Containers and signage, laptops, printers etc.
- Travel/Training: costs for mileage incurred to meet program obligations such as: meetings, presentations, events, activities, etc. This includes registration fees and costs associated with attending in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- Office Supplies: supplies and equipment used for services provided such as: copies, postage, general office supplies, etc.
- Awards/Recognition: costs incurred for materials, items, services, etc. that allow the County Recycling & Litter Prevention Office to publicly reward/recognize an individual, group, business, or institution for their outstanding environmental achievement/contribution to their community.
- Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories such as: memberships, subscriptions, etc.

5. Reporting

The County Recycling & Litter Prevention Office agrees to file a copy of their program status reports with the District on forms prescribed by the District (Exhibits #2 - #5). The President of the Board of County Commissioners shall sign the Program Status Report. Only reports filed according to this schedule will be considered satisfactory. Reports are due on the following dates.

Report	Due
Activity Report Months 1 - 6	Last business day in July
Activity Report Months 7 - 12	Last business day in January
Financial Report Months 1 - 12	Last business day in January

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by the last business day in February. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the end of year report that is submitted to the District. The District will deposit any unused funds into the Refund Account and will be absorbed back into the District’s general fund.

If equipment or machinery purchased with District funds and outlined in the provided inventory list is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties’ mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account for future used by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than those listed in Section V of the

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District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above-listed events. Notification of termination will be sent to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide recycling and litter prevention services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District’s staff and the staff of a County Recycling & Litter Prevention Office, that it shall first be attempted to be resolved by the District Director and the County Recycling & Litter Prevention Office’s Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

DKMM Solid Waste District

Date: _____

Delaware County Commissioners

Date: _____

Exhibit #1

Responsibilities of County Recycling and Litter Prevention Offices

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2025 Agreement for Implementation.

CRLPO will submit a 2025 budget and marketing plan no later than January 13, 2025. These documents will outline the intended programs and associated expenses along with a general timeline for implementation for the 2025 program year. A format will be provided by DKMM for the marketing plan.

Program Focus Areas for 2025

Hard to Dispose of Items Education should be based on the proper disposal of items that are more difficult to dispose of. Focus should be placed on disposing of motor oil, latex paint and electronics throughout the year and not holding onto items for special collection events.

Bulk Item Disposal Education on how to properly dispose of bulk items (mattresses, furniture, construction material). Focus should be placed on the illegal dumping of these items at drop-off locations.

Working with Largest City/Village Work with the largest city/village officials to build relationships and provide education to residents on curbside programs. This can be done via water bill inserts and/or a direct mailing once a year. Regular contact should be made with municipal officials with the ultimate goal of encouraging more residents to participate in the curbside program and reducing contamination. Other projects will be considered on a case-by-case basis.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below (format provided by DKMM)
- c) Submit an up-to-date inventory of all DKMM purchased equipment. This should be an ongoing list as an excel spreadsheet that is updated annually
- d) Regularly maintain a website with at least a Comprehensive Resource List and Inventory as outlined in the DKMM Solid Waste Plan on page L-3
- e) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs with a focus on adult audiences
- f) Meet quarterly with your Advisory Council/Board
- g) Provide articles and pictures for District newsletters, website and annual reports
- h) Regularly attend District-CRLPO meetings
- i) Be in attendance at special collection event(s) that your residents are benefiting from
- j) All marketing and educational material must state something similar to “Recycling and Litter Prevention Program funded by the DKMM Solid Waste District” or display the DKMM logo.

Residential Audience

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an *Infrastructure Inventory* (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling

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- programs, material recovery facilities, recycling centers and scrap yards).
- b. Provide the Infrastructure Inventory to the District and ensure a print version is readily available for residents.
 - c. *Drop-off Inventory*-once a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed and report to the District.
 - d. Ensure drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself. Illegally dumped items and litter should be taken care of within 24 business hours.
 - e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data as needed. Must be in attendance at event(s) that your residents benefit from.
 - f. Promote the use of drop-off and curbside recycling programs as well as promote the “recycle right” message.
 - g. Promote the use of yard waste facilities as well as backyard composting (Don’t Bag It).

Commercial Businesses, and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc.

- a) Conduct waste audits at businesses, schools and government.
- b) Distribute and make available on your website “*A Guide for Waste Disposal and Recycling for Business*”.
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations by performing waste audits.
- e) Ensure recycling at all county buildings.
- f) Work with vendors and fair board to develop and implement vendor and public recycling at county fair and other community fairs/festivals.
- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

Communities and Elected Officials Audience

Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) *Annual Curbside Inventory* of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Work with a minimum of one community to obtain curbside program participation and performance data.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities (send them newsletter articles or materials to be posted on their websites).
- e) Provide recycling at community events (local festivals etc.) through the development of a clear stream recycling container loan program.

School Age Youth Audience

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations.

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead).

Industry Audience

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- c) Conduct waste audits at industries and nominate them for a Green Business Award through DKMM.
- d) Distribute and make available the Business Waste Guide.

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**Exhibit #2
Report Cover Page
(copies will be provided electronically)**

REPORT DUE:	Last Business Day of January					
COUNTY:			DATE OF REPORT:			
ITEMS TO BE INCLUDED WITH THE REPORT						
A.	Auditors Report dated for the last day of the reporting period					
B.	Detailed explanation of expenditures on the Financial Report provided					
C.	Itemized listing of purchase orders carried into the following year					
D.	Detailed explanation of activities on the Activity Report provided					Contract Amount
E.	An up-to-date inventory list					
F.	Disposal of Equipment Form as provided (if applicable)					
REVENUE						
1	Unexpended balance on first day of reporting period					
2	Total DKMM Funds received by end of year including special projects					
3	Miscellaneous Reimbursements (workers comp, refunds)					
4	Total DKMM Funds Available (add lines 1, 2, 3)					\$ -
EXPENDITURES (totals from the Financial Report)						
5	Salaries					
6	Fringe Benefits Paid by DKMM (maximum \$15,000)					
7	Fringe Benefits Paid by County					\$
** total of lines 8 - 14 must be at least \$12,000						
8	Contracts					
9	Equipment					
10	Supplies					
11	Advertising					
12	Awards					
13	Travel					
14	Other					
15	Total Expenditures (add lines 5 - 14)					\$ -
16	Total DKMM Funds Available (line 4 above)					\$ -
17	Total all Expenditures					\$ -
18	Total Purchase Orders Carried into next year					
19	*Unencumbered Fund Balance					\$ -
(unencumbered fund balance = total funds - expenditures - purchase orders carried over)						
20	Allowable Carryover (10% total contract amount)					\$ -
21	Please list the allowable amount to be carried over (+), or paid back (-)					
22	<u>If County had to contribute to overspent contract, please list amount</u>					
I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.						
	Print Name					
	President, County Commissioners					
	Signature				Date	
	Report prepared by				Date	

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Exhibit #5

Disposal of Equipment and Machinery Purchased with District Funds

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

You must attach an up-to-date inventory sheet with this attachment.

Program Manager: _____ Date: _____

District Director: _____ Date: _____

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

**6
RESOLUTION NO. 24-998**

**IN THE MATTER OF RE-APPOINTING MEMBERS TO THE DELAWARE COUNTY FINANCE
AUTHORITY BOARD OF DIRECTORS:**

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-506, creating the Delaware County Port Authority pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the terms of Bill Bishop and John Comerford expire December 31, 2024, and each have expressed a desire to be re-appointed; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint members to the Delaware County Finance Authority Board of Directors;

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

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

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to Delaware County Finance Authority Board of Directors for the terms specified herein:

Appointee	Term Ends
Bill Bishop	December 31, 2028
John Comerford	December 31, 2028

Section 3. The re-appointments approved herein shall be effective January 1, 2025.

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

7

RESOLUTION NO. 24-999

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

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the “Policy”); and

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

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

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Campus Conference Room at the Byxbe Campus for meeting hosted by Ohio VOAD (Voluntary Organizations Active in Disaster) on March 19, 2025; at no cost.

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

8

RESOLUTION NO. 24-1000

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A REPLACEMENT MODULAR UNIT FOR THE USE OF THE DELAWARE COUNTY DOG WARDEN DEPARTMENT:

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

WHEREAS, pursuant to sections 307.01 and 307.02 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall provide necessary offices for county officials and may provide the necessary offices by purchase; and

WHEREAS, the Board has before it a request from the Delaware County Dog Warden Department to expend county monies for the purchase of a new modular unit to serve as the office for the Delaware County Dog Warden; and

WHEREAS, the modular unit for the Delaware County Dog Warden Department is necessary to ensure that County personnel have sufficient office space to perform the operating requirements of the Dog Warden; and

WHEREAS, the Board participates in Sourcewell’s cooperative purchasing program (the “Program”), and the modular unit is available for purchase through the Program; and

WHEREAS, the modular unit will require separate site work and utility installation services; and

WHEREAS, the remaining cost of the site work and utility installation services will be competitively bid;

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

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Section 1. The Board hereby authorizes the purchase of a replacement modular unit for use by the Delaware County Dog Warden Department.

Section 2. The Board hereby declares that the product from Mobile Modular will be an office unit with a non-standard configuration of 24x56 MW, delivered in accordance with the Program Pricing Schedule, and attached Selected Modifications, complete and delivered for the sum of \$145,677.00.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Contract #120822-MMR, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$145,677.00 with Mobile Modular, an authorized dealer under the Program.

Section 5. This Resolution shall take immediate effect upon passage.

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

**9
RESOLUTION NO. 24-1001**

IN THE MATTER OF APPROVING A DELAWARE COUNTY AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT WITH COLUMBUS HOUSING PARTNERSHIP, INC. DBA HOMEPORT:

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

WHEREAS, the Delaware County Board of Commissioners (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 investments in long-term housing security and affordable housing; and

WHEREAS, Columbus Housing Partnership, Inc., dba Homeport, through its wholly-owned subsidiary Channing Street Homes LLC, will be constructing a housing development at the intersection of Channing Street and Vernon Avenue in the City of Delaware (the “Project”), which is a qualifying investment in long-term housing security and affordable housing within Delaware County, and has requested ARPA funding in support of the Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Delaware County ARPA Subrecipient Agreement with Columbus Housing Partnership, Inc. dba Homeport:

**DELAWARE COUNTY AMERICAN RESCUE PLAN ACT
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT is entered into by and between Delaware County, Ohio, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and Columbus Housing Partnership, Inc. dba Homeport, with its address at 3443 Agler Rd, Columbus, OH 43219 (the “Subrecipient”).

This Agreement is entered into based on the following representations:

- A. The American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (the “Act”), established the Coronavirus State and Local Fiscal Recovery Funds (the “Program”) to provide state, local, and tribal governments with resources to the coronavirus pandemic and respond to its economic effects;
- B. The County has been allocated Program funds from the U.S. Department of Treasury (“Treasury”) and has identified certain projects eligible for expenditure of Program funds, in accordance with the Act and other applicable laws, rules, regulations and policies, which includes making necessary investments in water infrastructure;
- C. Pursuant to section 307.85 of the Ohio Revised Code, the County may cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the Congress of the United States and, for such purpose, may adopt any procedures and take any action not prohibited by the Constitution of Ohio nor in conflict with the laws of this state;
- D. The Subrecipient is a non-profit corporation that provides affordable housing within Delaware County and is experienced and qualified in the administration of federally-funded housing projects; and
- E. The County has the authority to make a sub-award of the Program funds to the Subrecipient for the completion of a necessary investment in affordable housing upon the terms and conditions stated herein;

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THEREFORE, the County and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is, to the extent required by the Act and its implementing rules and regulations, subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." As a condition precedent of this Agreement, the Subrecipient shall submit to the County a Statement of Internal Controls (ICOFR) that is satisfactory to the Delaware County Auditor.
- b. This Agreement includes:
 - i. Provisions specifying a scope of work that clearly establishes the development and operation of affordable housing that the Subrecipient is required to make, specifically being the construction of a multi-family affordable housing project known as Channing Street Homes (the "Project"). The Scope of Work for the Project is attached hereto as Attachment A, which is, by this reference, fully incorporated herein.
 - ii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the duties and obligations required by the Agreement.
 - iii. A provision specifying that the Subrecipient may use Program funds only for the Project described herein.
 - iv. A provision specifying that any Program funds spent in contravention of this Agreement must be refunded to the County.
 - v. In addition to the foregoing, the Subrecipient and the County will be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies

(2) CONTACT

- a. The County Administrator ("Program Manager") shall be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the County's liaison with the Subrecipient. As part of the Program Manager's duties, the Program Manager shall appoint one or more designees to monitor and document Subrecipient performance.
- b. The contact information for the Program Manager for this Agreement is:

Tracie Davies
Delaware County
Administrator
91 North Sandusky Street
Delaware Ohio 43015
tdavies@co.delaware.oh.us
- c. The name and address of the representative of the Subrecipient responsible for the administration of this Agreement is:

David Mahan
Assistant Project Manager
3443 Agler Rd, Suite #200
Columbus, OH 43219
david.mahan@homeportohio.org
- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement, including the Attachments, contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION; MODIFICATION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original. This Agreement may not be modified except by a written amendment signed by both parties.

(5) BONDING

The Subrecipient shall provide to the County evidence that the general contractor for the Project has provided performance and payment bonds sufficient to secure faithful performance and completion of the Project.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective as of the date all parties have approved and executed this Agreement and shall continue in force and effect until the Program activity authorized herein is concluded, including final reporting and auditing, unless terminated earlier in

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accordance with the provisions of Paragraph (15) TERMINATION. Pursuant to the Act, Program funds shall be obligated not later than December 31, 2024, and fully expended not later than December 31, 2026 (such period, the "Disbursement Period"). The Subrecipient acknowledges and agrees that Program funds not obligated and spent by these dates may be subject to recapture in accordance with the Act. If the County reasonably anticipates that the Program funds are at risk of recapture, then the County may provide written notice to Subrecipient terminating the sub-award, and the Subrecipient shall immediately return to the County any Program funds already distributed to Subrecipient.

(7) FUNDING

- a. The County's performance and obligation to provide funds under this Agreement is contingent upon, and subject to, appropriation by the County's Board of Commissioners.
- b. This is a reimbursement agreement. The County shall pay to the Subrecipient the total amount of Two Million Three Hundred Thousand Dollars and Zero Cents (\$2,300,000.00) within thirty (30) days after Subrecipient provides a certified application for payment, with supporting documentation of the expenditure of at least that amount in furtherance of the construction of the Project, in accordance with and subject to Paragraph (8) INVOICING.
- c. The Subrecipient may use the Program funds only to pay the costs of the Project and for no other purpose.
- d. The provisions of the Act specific to the use of funds shall govern the use of Program funds, and any deviation therefrom shall be considered an improper payment subject to recapture.

(8) INVOICING

- a. In order to obtain reimbursement, the Subrecipient must file with the County Program Manager from time to time during the Disbursement Period, but no more frequently than monthly, its request for reimbursement and any other information required to justify and support the payment request, including, without limitation, a report of all expenditures as of the date of the request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- b. Reimbursement will be made only for expenditures the County Program Manager provisionally determines are eligible under the Act. However, the County's provisional determination does not relieve the Subrecipient of its duty to repay the County for any expenditures that are later determined by the County or the Federal government to be an improper payment.
- c. The County shall make the reimbursement payment for expenditures deemed eligible under the Act in a timely manner not to exceed thirty (30) days after the receipt of the Subrecipient's reimbursement request.

(9) RECORDS

- a. As a condition of receiving the Program funds, and as required by applicable law, the County, the Delaware County Auditor, the Ohio Auditor of State, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement until such time as the Program has been fully audited and any findings have been resolved.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the County must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed and reimbursed were not spent in

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accordance with the conditions of and strict compliance with this Agreement and the Act, the Subrecipient will be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance.

- d. The Subrecipient must have all audits completed by an independent auditor acceptable to the Delaware County Auditor and the Ohio Auditor of State. The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the County no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following: the County Program Manager; the Delaware County Auditor; and the Ohio Auditor of State, if and as directed by the County.
- f. All Program payments and reimbursements are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the County with monthly reports and a close-out report. These reports must include all the information the Act requires for reporting of the current status and progress of the expenditure of Program funds, in addition to any other information requested by the County.
- b. Monthly reports are due to the County no later than fifteen (15) days after the end of each calendar month that the Program is active and must be sent each month until submission of the administrative close-out report.
- c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contemplated in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, the County may withhold reimbursement until they are completed or may take other action as stated in Paragraph (15) REMEDIES.
- e. The Subrecipient must provide additional Program updates or information that may be required by the County.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by County staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Federal or State authorities. In addition, the County will monitor the performance and financial management by the Subrecipient throughout the period of this Agreement to ensure timely and proper completion of all tasks.

(13) LIABILITY

The Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County, and agrees to be liable for, and indemnify and hold the County harmless against, any damages, costs, or expenses caused by such acts or omissions.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the County to reimburse payments will, if the County elects, terminate and the County has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the County may make reimbursements or partial reimbursements after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further reimbursement.
 - If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 - If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County;
 - If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or
 - If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the County shall provide the Subrecipient written notice thereof, and the Subrecipient shall have thirty (30) days to cure the Event of Default. If the Subrecipient cures the Event of Default to the County's satisfaction within the thirty (30) day period, this Agreement shall continue in full

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force and effect, as if the Event of Default had never occurred. If, however, the Subrecipient fails to cure the Event of Default within those thirty (30) days, the County may exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend reimbursement of all or any part of a request for reimbursement;
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
 - iv. require the Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible, or
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Subrecipient.

(16) TERMINATION

- a. The County may terminate this Agreement upon the occurrence of the Subrecipient's uncured Event of Default, as stated in paragraph (15) REMEDIES.
- b. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- c. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the County because of any breach of this Agreement by the Subrecipient. The County may, to the extent authorized by law, withhold reimbursement to the Subrecipient for the purpose of set-off until the exact amount of damages due the County from the Subrecipient is determined.

(17) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) CONTRACTING

- a. The Subrecipient shall comply with the applicable procurement and contracting requirements under the Uniform Guidance in selecting and contracting with any contractors to construct the Project funded under this Agreement. The Subrecipient may utilize the County's Federal Procurement Policy or its own policy that complies with the Uniform Guidance.
- b. The Subrecipient shall not subcontract its contractual obligations to administer the Program funds without the County's approval in writing, and Subrecipient shall directly administer the Program as set forth herein and in accordance with the Act and any regulatory guidance from Treasury.
- c. In any contract for construction of the Project, the Subrecipient shall require the contractor to indemnify and hold harmless the County. The Subrecipient shall also include the mandatory Federal contract provisions contained in Attachment B, attached hereto and incorporated herein.

(19) ADMINISTRATIVE COSTS

- a. In accordance with the Act, the reimbursement shall be strictly limited to the construction costs of the Project, which is a necessary investment in water infrastructure that is eligible for use of Program funds.
- b. The Subrecipient acknowledges and agrees that the Program funds shall not be applied to Subrecipient's administrative costs in administering the Program or the Project.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in

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any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the County and with thirty (30) days written notice to the Subrecipient, subject to Subrecipient's cure rights described in Paragraph 15 REMEDIES, cause the termination of this Agreement and the release of the County from all its obligations to the Subrecipient.

- b. This Agreement must be construed under the laws of the State of Ohio, and venue for any actions arising out of this Agreement will be in the courts of Delaware County, Ohio. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the County under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(21) LOBBYING PROHIBITION

- a. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by a legislative body or any executive agency.
- b. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) NON-DISCRIMINATION

The Subrecipient hereby agrees that it will not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(24) EQUAL OPPORTUNITY EMPLOYMENT

The Subrecipient hereby agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Vote on Motion

Mr. Merrell Aye

Mr. Benton Aye

Mrs. Lewis Aye

10

RESOLUTION NO. 24-1002

IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH BONDED CHEMICALS, INC. FOR 2025 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, sealed bids for the 2025 Ferric Chloride Chemical Supply Contract were received at the Office of the Delaware County Sanitary Engineer at 11:00 a.m. Friday, November 22, 2024; and

WHEREAS, one (1) bid was received, and the lowest and best bid received was from Bonded Chemicals, Inc.; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Bonded Chemicals, Inc.;

NOW THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the 2025 Ferric Chloride Chemical Supply Contract to Bonded Chemicals, Inc., authorizes the Sanitary Engineer to prepare the necessary Notice of Award and contract documents, and approves the following contract with Bonded Chemicals, Inc.:

2025 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT

This Agreement is made and entered into on December 9, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Bonded Chemicals, Inc., 2645 Charter Street, Columbus, Ohio 43228 ("Contractor"), hereinafter collectively

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referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide and deliver ferric chloride solution (the “Services”) in accordance with the Invitation to Bid and Specifications for 2025 Ferric Chloride Chemical Supply Contract (the “Bid Documents”), which are by this reference fully incorporated herein.

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation shall be based upon the unit price in Contractor’s Bid.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served on the Parties to the attention of the persons listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Julie McGill
Address: 1610 State Route 521, Delaware, OH 43015
Telephone: (740) 833-2240
Email: jmcgill@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Paul W. Cochran
Address of Firm: 2645 Charter St., Columbus, OH 43228
Telephone: 614-777-9240
Email: blankenshipb@chemgroup.com; McMillenB@chemgroup.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Bid Price.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 7.3 This Agreement shall expire on December 31, 2025, with the option to extend the length of the Agreement for up to two (2) additional one (1) year terms if mutually agreed in a writing signed by both County and Contractor.

8 INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents,

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subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

- 8.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

11

RESOLUTION NO. 24-1003

IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC. FOR 2025 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, sealed bids for the 2025 Calcium Nitrate Chemical Supply Contract were received at the Office of the Delaware County Sanitary Engineer at 11:00 a.m. Friday, November 15, 2024; and

WHEREAS, one (1) bid was received, and the lowest and best bid received was from Evoqua Water Technologies LLC; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Evoqua Water Technologies LLC;

NOW THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the 2025 Calcium Nitrate Chemical Supply Contract to Evoqua Water Technologies LLC, authorizes the Sanitary Engineer to prepare the necessary Notice of Award and contract documents, and

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approves the following contract with Evoqua Water Technologies LLC:

2025 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT

This Agreement is made and entered into on December 9, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Evoqua Water Technologies LLC (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide and deliver calcium nitrate (the “Services”) in accordance with the Invitation to Bid and Specifications for 2025 Calcium Nitrate Chemical Supply Contract (the “Bid Documents”), which are by this reference fully incorporated herein.

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

4.1 Compensation shall be based upon the unit price in Contractor’s Bid.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served on the Parties to the attention of the persons listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Julie McGill
Address: 1610 State Route 521, Delaware, OH 43015
Telephone: (740) 833-2240
Email: jmcgill@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Nicole Springer
Address of Firm: 2650 Tallevast Road
City, State, Zip: Sarasota, FL 34243
Telephone: (941) 359-7940
Email: municipalservices@evoqua.com; kenneth.lowery@xylem.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Bid Price.

6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 SUSPENSION OR TERMINATION OF AGREEMENT

7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

7.3 This Agreement shall expire on December 31, 2025, with the option to extend the length of the Agreement for up to two (2) additional one (1) year terms if mutually agreed in a writing signed by both County and Contractor.

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8 INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 8.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused,

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unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

**12
RESOLUTION NO. 24-1004**

IN THE MATTER OF ISSUING A PRELIMINARY CERTIFICATE OF SUBSTANTIAL COMPLETION TO PETERSON CONSTRUCTION COMPANY FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER HEADWORKS AND AERATION UPGRADES PROJECT:

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

WHEREAS, Peterson Construction Company has completed portions of the Olentangy Environmental Control Center (OECC) Headworks and Aeration Upgrades Project and has requested a preliminary certificate of substantial completion only for the process mechanical equipment and material requested for substantial completion that include South Aeration Tank hyperboloid mixing and aeration equipment, South Aeration turbo blowers, screening equipment and controls, Thickening and TWAS equipment, all associated electrical

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and instrumentation to the point that the County may start using the new equipment;

WHEREAS, the Sanitary Engineer recommends approval of the limited preliminary certificate of substantial completion, as described herein;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves a Preliminary Certificate of Substantial Completion to Peterson Construction Company for the Olentangy Environmental Control Center (OECC) Headworks and Aeration Upgrades Project.

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

13

RESOLUTION NO. 24-1005

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING A CONSTRUCTION BOND FOR BEECHWOOD ESTATES:

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

WHEREAS, the roadway construction has been completed for the project known as Beechwood Estates (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at ten percent (10%) of the original construction estimate for the Project and that the Project be placed on the required one-year maintenance period; and

WHEREAS, State Route 521 Properties, LLC (the "Owner") has provided a maintenance bond in the amount of \$57,900.00 to secure its obligations during the one-year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner's Agreement, the construction bond being held for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$57,900.00 for the Project, places the Project on the required one-year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

OTHER BUSINESS

RESOLUTION NO. 24-1006

IN THE MATTER OF APPROVING A PROCLAMATION HONORING SUE HANSON ON THE OCCASION OF HER RETIREMENT AS THE EXECUTIVE DIRECTOR OF HELPLINE:

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

WHEREAS, after 29 years leading efforts to connect those in crisis with resources and support, Susan "Sue" Hanson will retire from HelpLine in January 2025; and

WHEREAS, Hanson joined HelpLine in 1995 as the organization's clinical director before assuming the role of executive director two years later; and

WHEREAS, during her tenure, HelpLine became the first agency in Ohio to launch the 211 crisis support and referral line; and

WHEREAS, when HelpLine successfully implemented the rollout of the national 988 suicide and crisis lifeline, Hanson's leadership ensured that certifications and protocols were in place and that staff were trained to assist callers with life-saving services; and

WHEREAS, during her distinguished career, the community benefitted from Hanson's work to grow the Connections Volunteer Center, which has evolved to provide older adults with opportunities to reduce isolation and increase emotional wellness through volunteerism; and

WHEREAS, Hanson's dedication and tireless work yielded programs with regional impact, establishing a footprint in eight counties with the formation of the Sexual Assault Response Network and the Delaware County Suicide Prevention Coalition; and

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WHEREAS, in support of HelpLine's mission, Hanson worked to increase access to behavioral health care for those experiencing mental health crises through partnerships with the Delaware-Morrow Mental Health & Recovery Board and fellow behavioral health agencies.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby honors and expresses deep gratitude to Sue Hanson on the occasion of her retirement as the executive director of HelpLine.

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

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ADMINISTRATOR REPORTS

CA Davies – Nothing to report.

DCA Huston – Nothing to report.

Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton – attended CCAO Conference last week. He also attended the Ribbon Cutting Ceremony for Boardman Arts Park. He will be attending an Investment Committee Meeting later today. He offered congratulations to Olentangy Liberty Football team on Championship win.

Commissioner Lewis – attended the CCAO Conference last week.

Commissioner Merrell – attended the CCAO Conference last week.

16

RESOLUTION NO. 24-1006A

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

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

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

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

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

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

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

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RESOLUTION NO. 24-1007

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

18

RESOLUTION NO. 24-1008

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
ACKNOWLEDGING RECEIPT OF AND ACCEPTING FOR CONSIDERATION THE OBJECTIONS
TO THE PROPOSED IMPROVEMENT AND EXCEPTION TO ASSESSMENT FILED BY EVA
CLARKE FOR THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, on August 23, 2019, a drainage improvement petition for the Franklin Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on February 13, 2020, the Board adopted Resolution No. 20-161, finding in favor of the improvement and directing the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the Franklin Watershed Drainage Improvement Project; and

WHEREAS, on December 9, 2024, the Board convened the final public hearing to determine if the improvement is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Franklin Watershed Drainage Improvement Project; and

WHEREAS, an owner may file an exception to the assessments or a claim for compensation or damages with the Clerk of the Board of County Commissioners not less than five days before the date fixed for the final hearing, and exceptions or claims must meet the requirements of section 6131.17 of the Revised Code; and

WHEREAS, on November 15, 2024, Eva Clarke, filed a document "Rejecting the proposed assessments" for the Franklin Watershed Drainage Improvement Project (marked by the Clerk as "Exhibit AA" and available in the Commissioners' Office file for the Franklin Watershed Drainage Improvement Project);

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

Section 1. The Board hereby acknowledges the timely receipt of the document marked as Exhibit AA, which shall be accepted as the owners' comments on the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby accepts for consideration the document marked as Exhibit AA to the extent it is submitted as an exception to the county engineer's schedules of assessments, pursuant to section 6131.17 of the Revised Code.

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

19

RESOLUTION NO. 24-1009

**IN THE MATTER OF DENYING THE EXCEPTION TO THE SCHEDULE OF ASSESSMENT
FILED BY EVA CLARKE FOR THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT
PROJECT:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to deny the exception to the schedule of assessment filed by Eva Clarke for the Franklin Watershed Drainage Improvement Project.

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

**10:00 A.M. Public Hearing Franklin Watershed Drainage Improvement
3 SECTIONS:
FRANKLIN NORTH
FRANKLIN SOUTH #1
FRANKLIN SOUTH #2**

**ALL 3 SECTIONS MAY BE APPROVED OR DENIED INDEPENDENTLY OF THE OTHER
SECTIONS**

**10:00A.M. FINAL PUBLIC HEARING FOR CONSIDERATION OF THE PROPOSED FRANKLIN
WATERSHED DRAINAGE IMPROVEMENT PROJECT**

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The Board of Commissioners opened the hearing at 10:00 A.M.

The Board of Commissioners recessed the hearing at 11:09 A.M.

The Board of Commissioners reconvened the hearing at 11:12 A.M.

The Board of Commissioners closed the hearing at 11:14 A.M.

“Franklin North”

RESOLUTION NO. 24-1010

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE NORTH PART OF THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on August 23, 2019, a Drainage Improvement Petition for the Franklin Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on February 13, 2020, the Board adopted Resolution No. 20-161, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Franklin Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 9, 2024, the Board held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Franklin Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This 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.

Vote on Motion

Mr. Merrell Aye

Mr. Benton Aye

Mrs. Lewis Aye

“Franklin North”

RESOLUTION NO. 24-1011

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE NORTH PART OF THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on December 9, 2024, the Delaware County Board of Commissioners (the “Board”) held a final public hearing and, in Resolution No. 24-1010, affirmed its order for the North Part of the Franklin Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the North Part of the Franklin Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

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Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes _____, 2024 as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. *Eight* years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

“Franklin South #1”

RESOLUTION NO. 24-1012

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE FRANKLIN SOUTH #1 PART OF THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on August 23, 2019, a Drainage Improvement Petition for the Franklin Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on February 13, 2020, the Board adopted Resolution No. 20-161, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Franklin Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 9, 2024, the Board held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Franklin Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This 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.

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

“Franklin South #1”

RESOLUTION NO. 24-1013

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE SOUTH #1 PART OF THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on December 9, 2024, the Delaware County Board of Commissioners (the "Board") held a final public hearing and, in Resolution No. 24-1012, affirmed its order for the South #1 Part of the Franklin Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the South #1 Part of the Franklin Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes _____, 2024 as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. *Eight* years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

"Franklin South #2"

RESOLUTION NO. 24-1014

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE SOUTH #2 PART OF THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on August 23, 2019, a Drainage Improvement Petition for the Franklin Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on February 13, 2020, the Board adopted Resolution No. 20-161, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Franklin Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 9, 2024, the Board held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Franklin Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

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Section 2. This 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.

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

“Franklin South #2”

RESOLUTION NO. 24-1015

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE PETITION FOR THE SOUTH #2 PART OF THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT:

It was moved by Mr. Merrell, seconded by Mr. Benton, to set aside the order for and dismiss the South #2 Part of the petition for the Franklin Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

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

“Franklin South #2”

RESOLUTION NO. 24-1016

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE SOUTH #2 PART OF THE FRANKLIN WATERSHED DRAINAGE IMPROVEMENT PROJECT, INCLUDING THE COSTS INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES, BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE FINAL HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the South #2 Part of the Franklin Watershed Drainage Improvement Project, including the costs incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules, shall be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the final hearing, and that the land owners shall be given the option to pay the costs in a single installment or over two years, in semi-annual installments, as taxes are paid. No interest shall be charged on the installments.

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

RESOLUTION NO. 24-1017

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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

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

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

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(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Confidential Information related to Economic Development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 24-1018

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners