

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

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

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

**1  
RESOLUTION NO. 25-149**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 27, 2025:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on February 27, 2025; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 25-150**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0228, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0228:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0228, memo transfers in batch numbers MTAPR0228, and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2502212	MANAGEMENT ADVISORY GROUP LLC	ECONOMIC DEVELOPMENT CONSULTING	10011102 - 5301	\$252,000.00
R2502229	SAFEBUILT OHIO LLC	OUTSOURCE INSPECTIONS AND PLAN REVIEW SERVICES	10011301 - 5301	\$ 65,000.00
R2502259	SUPERIOR PETROLEUM EQUIPMENT LLC	FUEL MANAGEMENT SYSTEM ADD-ON - BYXBE CAMPUS	40111402 - 5410	\$ 10,361.43

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

**4  
RESOLUTION NO. 25-151**

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

It was moved by Mr. Merrell, 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

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

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 front outside area of the Historic Courthouse for Vietnam War Veterans Day National Holiday Ceremony hosted by Vietnam Veterans of America Chapter 1095 on March 29, 2025; at no cost.

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

5

**JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES**

**CREW OF THE MONTH: LT. PAQARI & PARAMEDIC KENNEDY**

Congratulations to Lt. Paqari and Paramedic Kennedy for being selected as Crew of the Month, by OhioHealth! Their expertise, quick decision-making, and exceptional teamwork on a complex medical case played a critical role in ensuring a positive patient outcome. Their dedication exemplifies the highest standards of patient care, and we are proud to recognize their outstanding efforts.

6

**RESOLUTION NO. 25-152**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR CLARKSHAW CROSSING SECTION 2 PHASE A & B:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Sewer Subdivider’s Agreement for Clarkshaw Crossing Section 2 Phase A & B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Clarkshaw Crossing Section 2 Phase A & B:

**SUBDIVIDER’S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on March 3<sup>rd</sup>, 2025 by and between **M/I Homes of Central Ohio, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the **Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 2, Phase A & B**, dated **July 24, 2024**, and approved by the County on **July 26, 2024**, all of which are a part of this Agreement.

The Subdivider shall pay the entire cost and expense of the Improvements. The County shall reimburse Subdivider a portion of the construction cost through tap credits under the following terms:

- Micro tunneling 386 feet of 18” sanitary sewer = \$697,060.00

Except as otherwise set forth herein, the maximum total reimbursement amount is **\$697,060.00**, which may only be used by the Subdivider within the Clarkshaw Crossing development. The Subdivider and the County mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County’s sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider’s private investment in the sanitary facilities, such charge being a special exception to the established charge.

**SECTION II: CAPACITY**

There are **104** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

For on-site improvements the following options for financial warranty apply:

OPTIONS:

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$39,294.00) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials \_\_\_\_\_

Date \_\_\_\_\_

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for the **Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 2, Phase A & B**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 1 Phase A & B (\$1,375.29)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½ %) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 2 Phase A & B (\$3,339.99)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for the **Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 2 Phase A & B** as required by the County.

**SECTION V: CONSTRUCTION**

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size) and a digital copy in .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

Vote on Motion

Mrs. Lewis Aye

Mr. Merrell Aye

Mr. Benton Absent

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025

---

7

RESOLUTION NO. 25-153

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR EAST ALUM CREEK INTERCEPTOR REHABILITATION:

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

WHEREAS, Sewer District staff has prepared the contract documents and technical specifications for the East Alum Creek Interceptor Rehabilitation; and

WHEREAS, the Delaware County Regional Sewer District desires to solicit bids for the East Alum Creek Interceptor Rehabilitation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the specifications for the project known as East Alum Creek Interceptor Rehabilitation and authorizes the Sanitary Engineer to advertise for and receive bids for the project in accordance with the following Public Notice:

PUBLIC NOTICE  
ADVERTISEMENT FOR BIDS

DELAWARE COUNTY REGIONAL SEWER DISTRICT  
EAST ALUM CREEK INTERCEPTOR REHABILITATION

Sealed Bids for the EAST ALUM CREEK INTERCEPTOR REHABILITATION shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until **10:00 AM** local time on **Wednesday, March 26, 2025**, at which time they will be publicly opened and read aloud.

The Bidder shall furnish all labor and material to clean, televise, and install cured- in-place pipe lining in approximately 4,567 linear feet of 21-inch sanitary sewer, as shown in the contract documents.

Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

All proposals shall be submitted electronically through the web service [www.bidexpress.com](http://www.bidexpress.com). A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier’s check or certified check must be at least TEN percent (10%) of the Bidder’s maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder’s maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer’s Estimate is \$ 1,477,000.

A pre-Bid conference will be held on **Thursday, March 13, 2025** at **10:00 A.M.** by video conference call. Contact Julie McGill at [jmcgill@co.delaware.oh.us](mailto:jmcgill@co.delaware.oh.us) to request a video conference call invitation. Attendance at this conference is not required to bid.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

The Bid will be advertised on **March 5, 2025** in the Delaware Gazette. The Bid will also be posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting “Public Notices and Bids”.

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

8

RESOLUTION NO. 25-154

IN THE MATTER OF APPROVING A ROAD USAGE AGREEMENT WITH AEP OHIO TRANSMISSION COMPANY, INC.:

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

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

WHEREAS, the Engineer recommends approving a Road Usage Agreement with AEP Ohio Transmission Company, Inc., related to the Vassell-Green Chapel S Line project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Road Usage Agreement with AEP Ohio Transmission Company, Inc.:

**DELAWARE COUNTY, OHIO  
ROAD USAGE AGREEMENT**

This Agreement is made and entered into as of this 3<sup>rd</sup> day of March, 2025, by and between The Delaware County Board of Commissioners acting by and through The Delaware County Engineer ("County"), and AEP Ohio Transmission Company, Inc. ("AEP"). RECITALS:

WHEREAS, AEP is an Ohio Public Utility, duly authorized to conduct business and duly registered in the State of Ohio; and

WHEREAS, AEP will rebuild a transmission line within Delaware County, Ohio, The Vassell - Green Chapel S Line ("Project"); and

WHEREAS, during the Project, AEP and its contractors and assigns will require and obtain from the County special hauling permits for overweight vehicles intended to be operated on Delaware County roads; and

WHEREAS, during the Project, AEP and its contractors and assigns will acquire from the County required permits for work performed within the Delaware County road rights-of-way; and

WHEREAS, the County requires AEP, as a condition of the issuance of such special hauling permits and utility or access permits, to enter into this agreement to repair damage caused to roadways by travel under the permits.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration hereby acknowledged, it is agreed as follows:

**1. Notification to County in Advance.**

To supplement any applications for special hauling that may be issued incident to the Project, AEP agrees that the Delaware County Engineer will be notified by AEP no less than seventy-two (72) hours in advance of the start of construction activities, in writing or via e-mail 2) of the number of vehicles that will require special hauling permits and will be operated on roadways in Delaware County, not maintained by the State of Ohio, by AEP and its contractors and assigns attached as Exhibit "B". 1) A list of the roads to be used by AEP and its contractors and assigns as haul routes to Move Oversized/Overweight Vehicles, as attached hereto as "Exhibit A" (This Agreement applies to the County and Township roadways).

**2. Roadway Damage.** Upon completion of its Project, AEP shall repair any damage to roadways listed on Exhibit A caused by AEP's hauling operations, to return them to a similar condition as prior to AEP's use.

AEP agrees that, at its expense, it will document the existing condition of Delaware County roads covered by this RUMA, by videotape or photograph, prior to the start of Project Activity. County expressly agrees that AEP does not have any obligation, financial or otherwise, under this Agreement to remediate degradation or repair damages to Project Roads that either existed prior to commencement of the Project or was not a direct result of AEP's operations pursuant to the Project.

In the event AEP fails to perform repairs as required hereby after the completion of the Project and to the reasonable satisfaction of the County, and, upon notice by the County to AEP that the repairs are incomplete or unsatisfactory based on the current Ohio Department of Transportation's Construction and Material Specifications and applicable County specifications), and the County performs repairs, maintenance, and/or restorations on roadways utilized by AEP (as set forth in Exhibit A) or its agents, subcontractors, or licensees as a result of damage caused from any work undertaken in connection with the Project, by AEP or its contractors,

subcontractors, or agents then AEP shall pay the County for labor and materials utilized by the Delaware County Engineer for roadway repair, at cost of materials plus the actual cost and expense for labor associated with the repair, maintenance, or restoration. In the event of a disagreement between County and AEP regarding which Project Roads are in need of repair or the scope of repairs, the parties shall engage a third-party ODOT-approved inspector to make this determination.

Full payment shall be made by AEP to the Delaware County Engineer within thirty (30) days of the receipt by AEP, or any of its agents, of an invoice and proper documentation from the County of the moneys expended or encumbered by the County to complete such repair, maintenance, or restoration work.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

If any damage to the roadways is significant enough to create a hazard for the public AEP shall repair that damage as soon as practicable after the damage occurs. If the County calls any such damage to AEP's attention during the course of AEP's work on the Project, AEP shall promptly make any and all repairs required to ensure safe use of and travel upon the roadway.

3. **Bond.** AEP shall post a surety bond, naming the Board of Delaware County Commissioners as 'obligee' and in the amount of two million dollars (\$2,000,000). Said surety bond shall be posted in order to cover any costs that may arise as a result of AEP's failure to maintain and/or repair the Roadways which are damaged as a result of AEP's Line Activity.

The County, at its discretion, may hold AEP's surety bond for a period of up to ninety (90) days after the completion by AEP of the Project and AEP's notice to the County of said completion, and the proceeds of such bond shall be charged and utilized to cover and defray any loss or damage resulting to the County as a result of AEP's completion of the Project which have not been corrected, covered, or defrayed by AEP.

4. **Roadway Signage.** AEP and its contractors shall post appropriate signage and or barricades, warning motorists of damage to roadways and other conditions affecting travel.

5. **Roadway Restrictions.** AEP and its contractors, subcontractors, employees, licensees, representatives, and all others doing work for AEP in Delaware County, Ohio shall comply with any and all posted and generally applicable public roadway and bridge restrictions, including any weight restrictions, applicable to any roadway or bridge utilized or accessed by AEP incident to the Project.

6. **Roadway Use Requirements.** Prior to the initiation of the Project, AEP shall provide to the County a true and accurate videotape and map of the sections or portions of the roadways over which AEP intends to drive, tow, or otherwise move any and all vehicles or equipment shall be provided to the Delaware County Engineer for review and approval.

7. **Requirement to Obtain Permit for Overweight or Oversize Loads.** AEP or its designated contractors, subcontractors, licensees, representatives and all other doing work for AEP in Delaware County shall submit to the County Engineer applications for permit for any vehicle or combinations of vehicles which exceed the weight or size limitations established in Section 5577 of the Ohio Revised Code traveling upon county or township highways in conformance with the County Engineer's Manual for Issuance of Special Hauling Permits ("Manual").

AEP or its contractors, subcontractors or anyone performing work for AEP may request that the County Engineer issue individual trip permits (SHP-1T) or annual permits (SHP-1) for vehicles that will haul multiple loads on the permitted routes within the size or weight limits allowed under the Manual. The County Engineer will promptly review such applications and issue permits for the cost of the applicable permit fee specified in the Manual for such loads when the load does not exceed the carrying capacity or dimensions of bridges, culverts or other structures on the designated route.

This Agreement shall not be construed to authorize AEP, its contractors, subcontractors, licensees, representatives and any others doing work for AEP in Delaware County to exceed the weight or size limits specified in Sections 5577.01 to 5571.09 of the Ohio Revised Code without the required permit to do so, issued by the County Engineer for county and township highways within Delaware County, the State of Ohio Department of Transportation for state highways, or any other political subdivision for streets or highways under its jurisdiction.

8. **Inspection.** The parties agree that AEP intends to utilize only those routes and sections of roadways listed in Exhibit A, attached hereto, and no others, with vehicles or equipment that weigh in excess of the Legal Weight Limit. Exhibit A may not be amended without the prior written consent of the Delaware County Engineer. As to each such route and section of roadway listed in Exhibit A, AEP shall notify the Delaware County Engineer's Office in writing or via e-mail no less than twenty-four (24) hours prior to the time that AEP will use such route or road right-of-way for the first time.

After the Delaware County Engineer's Office receives the completion notifications from AEP as to a route or roadway, the Delaware County Engineer's Office shall inspect such route or roadway utilized by AEP for vehicles or equipment. Upon receipt of an invoice from the Delaware County Engineer's Office, AEP shall reimburse the Delaware County Engineer's Office for the cost of such inspections as set forth in such invoices.

9. **Assignment, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and to the respective representatives, successors, and assigns thereof. Neither party shall assign this Agreement, any portion thereof, or any right, responsibility, or obligation incident thereto to any other person or entity without the express, prior, written consent of the other party.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

10. **Termination.** Any permit issued to AEP pursuant to this Agreement shall be revoked with reasonable time for winding up and closing down related operations upon the earliest to occur of any of the following:

- a) Thirty (30) days after AEP certifies in writing to the County the completion of the Project provided that AEP shall have restored the roads to their pre-construction condition;
- c) Upon default by AEP of any term or condition not waived herein in writing by the County, nor preempted by Federal law;
- d) Upon AEP's filing of a petition for bankruptcy relief in any jurisdiction or notice of insolvency; or
- e) Upon mutual written agreement of the parties herein.

Notwithstanding anything else set forth above, in all events, AEP shall remain liable for completion of repairs, or restorations to the roadway as outlined in this Agreement as well as any other fees, expenses, or costs due by AEP hereunder.

11. **Applicable State Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any litigation brought by or in connection with this Agreement shall be brought only in either Delaware County, Ohio Municipal or Common Pleas Courts and in no other state or federal court.

12. **Severability.** If any term or provision of this Agreement or the application thereof, to any persons or circumstances shall to any extent be held invalid or unenforceable by a court of appropriate jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Counterparts.** This Agreement and any Attachments may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

14. **Electronic/Email/Scanned Signature.** A signature on this Agreement is as valid as an original signature.

15. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties hereto regarding the subject matter hereof and supersedes and replaces any and all prior agreements or understandings, oral or written, with respect to the subject matter hereof, excepting already established utility, access or special hauling permits.

16. **Amendment.** This Agreement may only be modified by an instrument signed by all parties hereto.

17. **Notification.** Any notification to the Delaware County Engineer or Engineer's Office required hereunder shall be made by e-mail to the following addresses:

Notifications to County shall be to the following Person:

Clerk/Administrator: Tracie Davies  
Company Name: County Administrator Street  
Address: 91 N. Sandusky St.  
City State Zip: Delaware, Ohio 43015  
Contact Number: (740) 833-2104  
Email Address: [tdavies@co.delaware.oh.us](mailto:tdavies@co.delaware.oh.us)

County Engineer: Chris Bauserman  
Company Name: Delaware County Engineer  
Street Address: 1610 State Route 521  
City State Zip: Delaware, Ohio 43015 Contact  
Number: (740) 833-2400

Notifications to AEP shall be to the following Person:

Project Manager: Crystal L Wood-Hython  
Project Engineer: \_\_\_\_\_  
Transmission Construction Representative: Josh Benson  
Company Name: AEP Ohio Transmission Company, Inc. (AEP)  
Street Address: 8500 Smiths Mill Rd  
City State Zip: New Albany, Ohio 43054



**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

Email Address: [cwood-hython@aep.com](mailto:cwood-hython@aep.com)  
Contact Number: 380-205-5028

Roadway Damage Costs should be invoiced to:

Name: Brandon McKinney  
Company Name: AEP Ohio Transmission Company, Inc. (AEP)  
Street Address: 8500 Smiths Mill Rd  
City State Zip: New Albany, Ohio 43054  
Email Address: [Bsmckinney@aep.com](mailto:Bsmckinney@aep.com)  
Contact Number: 614-816-4404

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

**9  
RESOLUTION NO. 25-155**

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT#	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0033	SPD PERMITTING	PENRY RD	ROAD BORE

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

**10  
RESOLUTION NO. 25-156**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
KIMLEY-HORN AND ASSOCIATES, INC. FOR DEL-TR95-0.58 ROLOSON-PIATT ROAD PHASE  
C:**

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

WHEREAS, pursuant to section 305.15 of the Revised Code, a board of county commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing services for the project known as DEL-TR95-0.58 Roloson-Piatt Road Phase C; and

WHEREAS, the County Engineer has selected Kimley-Horn and Associates, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required design services, and requests approval of a contract with said firm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

**PROFESSIONAL SERVICES AGREEMENT  
DEL-TR95-0.58 ~ Roloson-Piatt Road Phase C  
Contract #E1904**

This Agreement is made and entered into this 3<sup>rd</sup> day of March, 2025, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **Kimley-Horn and Associates, Inc.**, 7965 N. High Street, Suite 200, Columbus, Ohio 43235, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

1.1 The Consultant shall provide professional design services to the County for the road improvement project known as Roloson-Piatt Road Phase C (DEL-TR95-0.58, PID 1904), consisting of the extension of Roloson-Piatt Road from a point approximately 0.58 miles north of Berlin Station Road to a new single-lane modern roundabout with lighting and drainage improvements at the intersection of Roloson-Piatt Road and Curve Road, with such professional design services including the preparation of construction and right of way plans (the “Services”).

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be more fully described in, and rendered by the Consultant in accordance with, the following documents, to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:
- 1.3.1 Scope of Services last revised: February 14, 2025
- 1.3.2 Scope Narrative last revised: February 14, 2025
- 1.3.3 Scope and Fee Proposal last revised: February 14, 2025

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the "Project Manager" and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes in writing, 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 Consultant, 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 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- a. For all Services described in the Scope and Fee Proposal as "Authorized Fee," the lump sum fee shall be **\$647,945.00**.
- b. For all Services described in the Scope of Services and Fee Proposal as "If Authorized," payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$85,369.00**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in "If Authorized Services" with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$733,314.00** without a subsequent written modification signed by both Parties.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 "Notices" issued under this Agreement shall be served in writing by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Delaware County Engineer  
Attn: Tiffany A. Jenkins, P.E.  
Address: 1610 State Route 521, P.O. Box 8006, Delaware, Ohio 43015  
Telephone: 740-833-2400  
Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kimley-Horn and Associates, Inc.  
Bruce Fraser, P.E.  
Address of Firm: 7965 N. High Street, Suite 200  
City, State, Zip: Columbus, Ohio 43235  
Telephone: 614-532-9379  
Email: Bruce.Fraser@kimley-horn.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.

6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as requested to substantiate said invoices.

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

**7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS**

7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services by December 31, 2026.

7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

8.1 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Consultant 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.

**9 CHANGE IN SCOPE OF SERVICES**

9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect unless and until approved in a writing signed by both Parties.

**10 OWNERSHIP**

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other part without the express, written consent of the County.

**12 INDEMNIFICATION**

12.1 The Consultant 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 Consultant, 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 in performance of the services hereunder.

**13 INSURANCE**

13.1 General Liability Coverage: Consultant 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.

13.2 Automobile Liability Coverage: Consultant 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.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

- 13.3 Workers' Compensation Coverage: Consultant 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.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant 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. Consultant 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.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees,

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

representatives, agents, and/or volunteers performing Services 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 Consultant 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.

- 14.10 Drug-Free Workplace: The Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services 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. Consultant 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 Services 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. Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

**11**

**RESOLUTION NO. 25-157**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MANAGEMENT ADVISORY GROUP, LLC FOR INTERIM ECONOMIC DEVELOPMENT MANAGEMENT, ADVISORY, AND CONSULTING SERVICES:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) issued a request for proposals for the provision of economic development management, advisory, and consulting services for Delaware County; and

WHEREAS, Management Advisory Group, LLC, submitted a proposal in response to the Board’s request; and

WHEREAS, the County Administrator recommends approval of a professional services agreement with Management Advisory Group, LLC, for interim economic development management, advisory, and consulting services, the proposal submitted being the most advantageous to Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the professional services agreement with Management Advisory Group, LLC, as follows:

**PROFESSIONAL SERVICES AGREEMENT  
Interim Economic Development Management, Advisory, and Consulting Services**

This Agreement is made and entered into on March 3<sup>rd</sup>, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Management Advisory Group, LLC, P.O. Box 1915, Westerville, Ohio 43086 (“Consultant”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide interim economic development management, advisory, and consulting services (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the “Scope of Work” in the County’s Request for Proposals, issued on January 9, 2025, and Consultant’s Proposal dated January 29, 2025 (the “Proposal”), both of which are attached hereto and fully incorporated into this Agreement by reference herein.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator (the “Administrator”) as the agent of the County for this Agreement.
- 2.2 The Administrator 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 Consultant, 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 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be a retainer of \$21,000.00 per month, and the total compensation under this Agreement shall not exceed \$252,000.00 without subsequent modification of this Agreement in accordance with Section 3.1. As set forth in the Proposal, the Consultant shall be reimbursed for pre-approved expenses for travel outside a fifty-mile radius of Delaware, Ohio, and any such expenses shall be the subject of a separate addendum signed by both Parties.

**5 PAYMENT**

- 5.1 Compensation shall be paid in accordance with the Proposal based on invoices submitted by the Consultant not more than once per month.
- 5.2 Invoices shall be submitted to the Administrator by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within fifteen (15) days of receipt.

**6 NOTICE TO PROCEED; TERM; TERMINATION**

- 6.1 The Consultant shall commence Services as directed by the Administrator and shall complete the Services in accordance with the Proposal. This Agreement shall commence immediately upon execution by both Parties and continue for a term of one (1) year, unless earlier terminated in accordance with this Agreement. The Agreement may be renewed for an additional one (1) year renewal term, if the Parties mutually agree in writing.
- 6.2 The County may, upon fourteen (14) days’ written notice to the Consultant, suspend or terminate this Agreement for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County. The Consultant may, upon sixty (60) days’ written notice to the County, terminate this Agreement for the convenience of the Consultant.
- 6.3 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the effective date of termination.

**7 CHANGE IN SCOPE OF SERVICES**

- 7.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.

**8 OWNERSHIP**

- 8.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 8.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed reports and any other tangible written or electronic work produced in accordance with the Agreement.
- 8.3 This section does not require unauthorized duplication of copyrighted materials.

**9 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 9.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 9.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

**10 INDEMNIFICATION**

- 10.1 The Consultant 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 Consultant, 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.
- 10.2 The Consultant 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 Consultant, 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.

**11 INSURANCE**

- 11.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the Administrator determines will reasonably protect the County and Consultant.
- 11.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, if any, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**12 MISCELLANEOUS TERMS AND CONDITIONS**

- 12.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 12.2 Prohibited Interests: Consultant 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. Consultant 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.
- 12.3 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

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.

- 12.8 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.9 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.
- 12.10 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant 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.
- 12.11 Drug-Free Workplace: The Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.12 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services 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 Services to which the Agreement relates. Consultant 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 Services 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. Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(The Scope of Work and Proposal incorporated by reference in the Agreement are attached to the execution copy and shall be retained in accordance with the applicable retention schedule.)

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

**12  
ADMINISTRATOR REPORTS**

**CA Davies** – Nothing to report.

**13  
COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Merrell** – Nothing to report.

**Commissioner Lewis** – attended the NACO meeting in Washington DC last week

**14  
RESOLUTION NO. 25-158**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR  
IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:**

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

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

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,



**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2025**

---

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 Pending or Imminent Litigation and for Collective Bargaining.

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

**15  
RESOLUTION NO. 25-159**

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

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

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

There being no further business, the meeting adjourned.

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

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

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

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