

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 2, 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
Gary Merrell, Commissioner

9:45 A.M. Public Hearing on the Application to add certain Real Property to the Northstar New
Community Authority District

1
RESOLUTION NO. 25-401

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD MAY 29, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on
May 29, 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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-402

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0530, MEMO TRANSFERS IN
BATCH NUMBERS MTAPR0530:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of
warrants in batch numbers CMAPR0530, memo transfers in batch numbers MTAPR0530, and Purchase
Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2503287	GUARDIANSHIP SERVICES BOARD	GSB FUNDING CONTRIBUTION 2025	22411605 - 5348	\$ 15,000.00
R2503302	VISU-SEWER OF OHIO LLC	EAST ALUM CREEK INTERCEPTOR REHAB - RESOLUTION	66611900 - 5415	\$980,215.20
R2503304	TREASURER, DELAWARE COUNTY	RETAINAGE - EAST ALUM CREEK INTERCEPTOR REHAB	66611900 - 5415	\$ 40,842.30

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

4
RESOLUTION NO. 25-403

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH BURGESS & NIPLE, INC.
FOR ASSET MANAGEMENT PROGRAM SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Burgess & Niple, Inc. for asset
management program services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby

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approves the following agreement with Burgess & Niple, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into on June 2nd, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Burgess & Niple, Inc., 330 Rush Alley Suite 700, Columbus, OH 43215 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide Asset Management Program document development, support services, including travel and related expenses (the “Services”).
- 1.2 The Contractor 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 described in and shall be rendered by the Contractor in accordance with the Contractor’s Scope of Services, which is attached hereto as *Exhibit A* and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

- 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 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with *Exhibit A*, and billed as time and materials. Compensation under this Agreement shall not exceed \$35,000 without subsequent modification in accordance with Section 3.1.
- 4.2 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.

5 NOTICES

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

County:

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

Contractor:

Name: Burgess & Niple, Inc. - Kevin Campanella
Address: 330 Rush Alley, Suite 700
Telephone: (614) – 459 - 2050
Email: kevin.campanella@burgessniple.com

6 PAYMENT

- 6.1 Compensation shall be paid upon the Contractor’s invoice(s), but no more than once per month.
- 6.2 The Contractor shall submit invoices to the Sanitary Engineer on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The Sanitary Engineer may require additional documentation to substantiate an invoice, and the Contractor 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 OF SERVICES, DELAYS AND EXTENSIONS

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- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services promptly and in accordance with *Exhibit A*.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer 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 Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 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.
- 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 only be effective if approved in a written modification signed by both Parties in accordance with Section 3.1.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Contractor 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 CONTRACTOR STAFF; ASSIGNMENT**
- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor 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.
- 12 INDEMNIFICATION**
- 12.1 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.
- 13 INSURANCE**
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services 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

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will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 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.
- 14.2 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.**
- 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: Contractor 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 Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, 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 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.
- 14.10 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 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: 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the

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employment of labor or workers who is qualified and available to perform the work to which the employment 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 the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. 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

5
MONTHLY SANITARY APPROVAL UPDATE

6
RESOLUTION NO. 25-404

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ADR & ASSOCIATES, LTD. FOR THE PROJECT KNOWN AS DEL-CR 039-0.68 ROME CORNERS ROAD AT PLUMB ROAD INTERSECTION IMPROVEMENTS:

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

WHEREAS, pursuant to section 305.15 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) 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-CR 039-0.68, Rome Corners Road at Plumb Road Intersection Improvements; and

WHEREAS, the County Engineer has selected the consulting firm ADR & Associates, Ltd. through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and requests that the Board enter into 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-CR 039-0.68

Rome Corners Road at Plumb Road Intersection Improvements

This Agreement is made and entered into this 2nd day of June, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), ADR & Associates, LTD., 88 West Church Street, Newark, Ohio 43055 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

The Consultant shall provide professional design services for the preparation of construction and right of way plans in connection with the project known as DEL-CR 039-0.68 (PID 1315), Rome Corners Road at Plumb Road Intersection Improvements, including preparation of final construction and right of way plans for a single-lane modern roundabout at the intersection of Rome Corners Road and Plumb Road, (the professional design services being referred to herein as the “Services”).

- 1.1 Preliminary engineering, Environmental Engineering and Right of way Plans through Phase FE Final Tracings shall be included in this Agreement.
- 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 further defined in, and shall be rendered by the Consultant in accordance with, the following documents, by this reference made part of this Agreement:
Scope of Services and Price Proposal dated May 19, 2025.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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- 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 Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$183,039.00, which amount shall not be exceeded without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.3 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 tasks as set forth in the Scope of Services.
- 5 NOTICES**
- 5.1 “Notices” issued under this Agreement shall be served on the Parties to the attention of the individuals 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.
- Project Manager:
- Name: Delaware County Engineer
Attn: Ryan J. Mraz (Chief Deputy Design Engineer)
Address: 1610 State Route 521, Delaware, OH 43015
Telephone: (740) 833-2400
Email: Rmraz@co.delaware.oh.us
- Consultant:
- Name of Principal in Charge: Nicholas Mill, P.E.
Address of Firm: 88 West Church Street
City, State, Zip: Newark, OH 43055
Telephone: 740-345-1921
Email: nmill@adrinnovation.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 on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer 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 OF SERVICES, DELAYS AND EXTENSIONS**
- 7.1 The Consultant shall commence Services upon a written authorization to proceed from the County Engineer and shall complete the Services in a timely manner.
- 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 County Engineer 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.

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Any subsequent modifications to this Agreement shall not be effective unless and until the modification is 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 party 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.

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.
- 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

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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, 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: 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 or military status 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 or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion

Mr. Merrell Aye

Mr. Benton Aye

Mrs. Lewis Aye

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7
RESOLUTION NO. 25-405

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE
DELAWARE COUNTY COMMISSIONERS AND LAKE ERIE CONSTRUCTION COMPANY
FOR DEL-CR10 GR LACKEY OLD STATE ROAD GUARDRAIL REPLACEMENT (PID 113511):

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

DEL-CR10 GR Lackey Old State Road Guardrail Replacement (PID 113511), Bid Opening: May 5, 2025

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

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Lake Erie Construction Company:

CONTRACT

THIS AGREEMENT is made this 2nd day of June, 2025, by and between Lake Erie Construction Company, 25 S. Norwalk Rd. E, Norwalk, Ohio 44857 hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR10 GR Lackey Old State Rd Guardrail Replacement (PID113511)”and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Four Hundred Twelve Thousand Three Hundred Twenty Dollars and Zero Cents (412,320.00) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

8
RESOLUTION NO. 25-406

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR CONCORD ROAD
IMPROVEMENTS FOR COURTYARDS ON CONCORD:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Concord Road Improvements for Courtyards on Concord;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the

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Owner’s Agreement for Concord Road Improvements for Courtyards on Concord:

OWNER’S AGREEMENT
PROJECT NUMBER: 25018

THIS AGREEMENT made and entered into this 2nd day of June, 2025, by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and EPCON CONCORD, LLC hereinafter called the OWNER, as evidenced by the Engineering and Construction Plan entitled Concord Road Improvements Courtyards on Concord, which was approved by the County Engineer, hereinafter called the Plan, is governed by the following considerations to wit:

- 1) The OWNER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is part of this AGREEMENT.
- 2) The OWNER shall pay the entire cost and expense of said improvements.
- 3) The OWNER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$194,000.00 payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and current “Subdivision Regulations of Delaware County, Ohio”. Said financial warranty will be released and returned to the OWNER within thirty (30) days of the acceptance of the improvements by the COUNTY.
- 4) It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit inspection fees in the amount of \$15,600.00 estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the project and acceptance of the improvements by the DELAWARE COUNTY COMMISSIONERS, the remaining amount in the fund shall be returned to the OWNER.
- 5) The OWNER is to complete all construction to the satisfaction of the COUNTY no later than April 30, 2026, and will receive an approval letter from the Delaware County Engineer as evidence of the OWNER’S release from responsibility to said project.
- 6) The OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements that result from the OWNER’S negligence or intentional misconduct.
- 7) The OWNER will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.
- 8) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the OWNER should become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
- 10) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Engineer.
- 11) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to make the said improvements stipulated herein.

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

9
RESOLUTION NO. 25-407

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR CLARKSHAW
CROSSING SECTION 2 AND EVANS FARM SECTION 6, PHASE B:**

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

WHEREAS, M/I Homes of Central Ohio, LLC has submitted the plat of subdivision for Clarkshaw Crossing Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

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WHEREAS, Bavelis Zenios Development, LLC has submitted the plat of subdivision for Evans Farm Section 6, Phase B, including related development plans and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Clarkshaw Crossing Section 2 and Evans Farm Section 6, Phase B:

Clarkshaw Crossing Section 2:

Situated in the State of Ohio, County of Delaware, Township of Liberty, Farm Lots 36 (10.063 Ac.) and 37 (18.414 Ac.), Quarter Township 3, Township 4, Range 19, United States Military Lands, containing 28.477 acres of land, more or less, said 28.477 acres being comprised of a part of each of those tracts of land conveyed to M/I Homes of Central Ohio, LLC, by deed of record in Official Record 2088, Page 1865, and Official Record 2150, Page 1890, and part of that tract of land conveyed to Clarkshaw Sawmill Holdings, LLC by deed of record in Official Record 2035, Page 2884 and Official Record 2036, Page 25, Recorder’s Office, Delaware County, Ohio.

Evans Farm Section 6, Phase B:

Situated in the State of Ohio, County of Delaware, Township of Orange, Quarter Township 2, Township 3, Range 18, Farm Lots 14 and 15, United States Military Land, being 11.178 acres of land out of that 24.851 acre tract of land as conveyed to Bavelis Zenios Development, LLC, an Ohio Limited Liability Company, of Record in Official Record 1930, Page 1678, being of Record in the Recorder’s office, Delaware County, Ohio.

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

10
RESOLUTION NO. 25-408

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

It was moved by Mr. Benton, seconded by Mr. Merrell, 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
UT2025-0116	SPECTRUM	HYATTS & LIBERTY RD	ROAD BORE
UT2025-0117	HARRIS & HEAVNER EX	MAIN RD	ROAD BORE
UT2025-0118	SPECTRUM	SUNBURY RD	REPLACE POWER SUPPLY
UT2025-0119	COLUMBUS FIBERNET	GREEN MEADOWS & E ORANGE RD	OPEN TRENCH
UT2025-0120	CINCINNATI BELL	HARRIOTT RD	FIBER OPTICS
UT2025-0121	FRONTIER	CLARK SHAW & WINTERGLOW	ROAD BORE
UT2025-0122	SPECTRUM	STRATHSHIRE HALL LN	ROAD BORE
UT2025-0123	SPECTRUM	OLDE WORTHINGTON RD	ROAD BORE
UT2025-0124	COLUMBUS FIBERNET	E ORANGE RD	REPAIR CONDUIT
UT2025-0125	CINCINNATI BELL	HARRIOT RD	FIBER OPTICS
UT2025-0126	COLUMBIA GAS	BIG WALNUT & TUSSIC	DIRECTIONAL BORE
UT2025-0127	SPECTRUM	GREEN MEADOWS	ROAD BORE
UT2025-0128	COLUMBUS FIBERNET	E ORANGE RD	REPAIR CONDUIT
UT2025-0129	FRONTIER	VARIOUS	ROAD BORE
UT2025-0130	SPECTRUM	BUNTY STATION & S SECTION LINE	ROAD BORE
UT2025-0131	CINCINNATI BELL	CHESHIRE RD	FIBER OPTICS
UT2025-0132	LUMEN	PIATT & PEACHBLOW RD	OPEN TRENCH
UT2025-0133	HARRIS & HEAVNER EX	PITTMAN RD	ROAD BORE
UT2025-0134	AT&T	SMOTHERS RD	ROAD BORE
UT2025-0135	CINCINNATI BELL	RUTHERFORD RD	FIBER OPTICS
UT2025-0136	AT&T	FANCHER RD	ROAD BORE
UT2025-0137	COLUMBIA GAS	OLD LIBERTY RD	GAS MAIN
UT2025-0138	CINCINNATI BELL	MOORE RD	FIBER OPTICS
UT2025-0139	CINCINNATI BELL	SAWMILL PKWY	FIBER OPTICS
UT2025-0140	CINCINNATI BELL	CONCORD RD	FIBER OPTICS
UT2025-0141	CINCINNATI BELL	VARIOUS	FIBER OPTICS
UT2025-0142	CINCINNATI BELL	VARIOUS	FIBER OPTICS
UT2025-0143	CINCINNATI BELL	LIBERTY & RUTHERFORD RD	FIBER OPTICS
UT2025-0144	THAYER POWER	ST RT 3 & FROST RD	OVERLASHING
UT2025-0145	CINCINNATI BELL	VARIOUS	FIBER OPTICS
UT2025-0146	CHILLICOTHE PHONE	OLIVER RD	AERIAL FIBER
UT2025-0147	AEP	VARIOUS	UPGRADE POLES
UT2025-0148	CINCINNATI BELL	JEWETT RD	FIBER OPTICS

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

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RESOLUTION NO 25-409

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, pursuant to section 307.12(E) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of the county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated is, in the opinion of the Board, five thousand dollars or less, the Board may either sell the property by private sale, without advertisement or public notifications, or donate the property to an eligible nonprofit organization meeting the requirements of and in accordance with 307.12(B)(2) of the Revised Code; and

WHEREAS, the Delaware County Engineer has determined that the following vehicles are no longer needed for public use, are obsolete, or are unfit for the use for which they were acquired:

Asset Tag Number	Item Description	Serial Number
ENG 0807	2008 International 7400 SFA2x4	1HTWDAAR29J060213
ENG 1102	2011 Dodge Nitro	1D4PU2GK4BW586369
ENG 0610	2007 Ford F-450	1FDXF46P27EA79351
SWCD2002	2012 Ford F-250	1FTBF2B6XCEA41585
923	2003 Ford F-250	3FTNF21S33MB49178
935	2011 Ford F-250	1FTBF2B62BEB42098

(hereinafter collectively referred to as the Property”);

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that, if any of the Property is not sold by internet auction within a reasonable period of time, then individually, each piece of Property has a fair market value of five thousand dollars or less and may be sold by private sale without further advertisement or public notification in accordance with 307.12(B)(1) of the Revised Code or donated to an eligible nonprofit organization meeting the requirements of and in accordance with 307.12(B)(2) of the Revised Code.

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

12
RESOLUTION NO. 25-410

IN THE MATTER OF ESTABLISHING THE MAINTENANCE BOND FOR HYATTS MEADOWS SECTION 3B:

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

WHEREAS, the roadway construction has been completed for the project known as Hyatts Meadows Section 3B (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 bonds 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

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WHEREAS, Olentangy Falls II, Ltd. (the “Owner”) has provided a maintenance bond in the amount of \$312,000.00 for Hyatts Meadows Section 3B as to secure the Owner’s obligations during the one-year maintenance period;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$312,000.00 for the Project and places the Project on the required one-year maintenance period.

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

13
RESOLUTION NO. 25-411

IN THE MATTER OF APPROVING THE USE OF A PROCUREMENT CARD FOR THE HUMAN RESOURCES DEPARTMENT:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

New Card for Sidney Rider:	
Appointing Authority:	Commissioners
Office/Department:	Human Resources
Daily spending per card:	\$1,000
Monthly spending per card:	\$3,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	2
Monthly number of transactions per card:	5
Department Coordinator:	Justin Nahvi

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

14
GREG DANIELS, ATTORNEY AT LAW, DANIELS & RHODES LLC
ERIN URITUS, NATIONWIDE REALTY INVESTORS

9:45AM. PUBLIC HEARING ON THE APPLICATION TO ADD CERTAIN REAL PROPERTY TO THE NORTHSTAR NEW COMMUNITY AUTHORITY DISTRICT

The Board of Commissioners opened the hearing at 9:45 A.M.

The Board of Commissioners closed the hearing at 9:50 A.M.

RESOLUTION NO. 25-412

IN THE MATTER OF APPROVING THE APPLICATION TO ADD CERTAIN REAL PROPERTY TO THE NORTHSTAR NEW COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE NORTHSTAR NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE REVISED CODE:

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

WHEREAS, on July 2, 2007, North Star Land, LLC (the “Original Developer”) filed with this Board of County Commissioners of Delaware County, Ohio (the “Board”) a petition (the “Original Petition”) for the establishment of the NorthStar New Community Authority (the “Authority”), pursuant to Chapter 349 of the Revised Code; and

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WHEREAS, on July 16, 2007, this Board, as the “organizational board of commissioners” as that term is defined in section 349.01(F) of the Revised Code, adopted Resolution No. 07-857, determining that the Original Petition complied as to form and substance with the requirements of section 349.03 of the Revised Code and fixing the time and place for a hearing on the establishment of the Authority; and

WHEREAS, on August 16, 2007, this Board, as the organizational board of commissioners, held a public hearing on the Original Petition, after public notice was duly published in accordance with section 349.03(A) of the Revised Cod, and adopted Resolution No. 07-985, determining that the Authority’s New Community District (the “District”) would be conducive to the public health, safety, convenience and welfare and that it was intended to result in the development of a new community as described in Chapter 349 of the Revised Code, and declaring the Authority organized as a body corporate and politic in the State of Ohio; and

WHEREAS, section 349.03(B) of the Revised Code authorizes the amendment of the Original Petition to add land to the District and make other amendments to the Original Petition at any time after the creation of the Authority, and upon the filing of an application with this Board, as the organizational board of commissioners; and

WHEREAS, on April 30, 2025, the Original Developer, as the “developer” within the meaning of section 349.01(E) of the Revised Code, and Northstar Residential Development, LLC (“Northstar Residential”), filed an application (the “Application”) with the Clerk of this Board pursuant to section 349.03(B) of the Revised Code to reflect the assignment of rights by the Original Developer as the “developer” of the Authority within the meaning of section 349.01(E) of the Revised Code to Northstar Residential, to add territory to the District as shown on Exhibit A to the Application (the “Additional Area”), and requesting that this Board adopt an alternative procedure for the appointment of successor Trustees to the Authority’s Board of Trustees, which Application was executed by the Original Developer and Northstar Residential and consented to by the City of Delaware as the “proximate community” for the Authority; and

WHEREAS, the Application further provides that the addition of the Additional Area will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control of, the Developer as required by Chapter 349 of the Revised Code; and

WHEREAS, on May 8, 2025, the Board adopted Resolution No. 25-332, determining that the Application is sufficient, in form and substance; and

WHEREAS, on June 2, 2025, and pursuant to section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with section 349.03 of the Revised Code;

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

Section 1. The Board finds and determines that the addition of Additional Area to the District and the amendments to the Original Petition will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, and will not jeopardize the plan of development of the District.

Section 2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

Section 3. The boundary of the District shall be amended to include the Additional Area set forth in EXHIBIT A attached to this Resolution.

Section 4. Northstar Residential Development, LLC shall replace North Star Land, LLC as the “Developer” of the Authority within the meaning of section 349.01(E) of the Revised Code for all purposes of the Chapter 349 of the Revised Code.

Section 5. As requested in the Application, successor Trustees to the Authority’s Board of Trustees shall continue to consist of seven (7) members to be appointed, as provided in Board Resolution No. 07-985, to overlapping two-year terms with the number of seats filled by this Board being unchanged at four (4) members (three (3) citizen members and one (1) representative of local government) and the number of seats filled by Northstar Residential Development, LLC, as successor Developer, being unchanged at three (3) members. Upon written notice from the Developer to this Board that the Developer no longer desires to appoint members to the Authority’s Board of Trustees that would otherwise be subject to election under divisions (A), (B) and (C) of section 349.04 of the Revised Code, this Board will determine the method and manner for selecting those members of the Board of Trustees of the Authority consistent with section 349.04 of the Revised Code.

Section 6. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

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

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ADMINISTRATOR REPORTS

CA Davies and DCA Huston – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – Nothing to report.

Commissioner Benton – attended the Regional Planning meeting last week.

Commissioner Lewis – attended the Ribbon Cutting for Safe Harbor.

RECESS AT 9:52 A.M. / RECONVENE AT 10:28 A.M.

17
RESOLUTION NO. 25-

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL:

It was moved by Mr. Benton, seconded by Mr. Merrell, 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 Appointment of a Public Employee or a Public Official.

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

18
RESOLUTION NO. 25-414

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.

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

There being no further business, the meeting adjourned.

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Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners