

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD July 14, 2025

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

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

1  
RESOLUTION NO. 25-508

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 7, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on July 7, 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   Absent                      Mr. Merrell   Aye                      Mr. Benton   Aye

2  
PUBLIC COMMENT

3  
RESOLUTION NO. 25-509

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0711:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0711 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2501192) Industrial Enviro	SRF Operations & Maintenance	66211900-5225	\$2,000.00
(P2501192) Industrial Enviro	SRF Operations & Maintenance	66211900-5328	\$3,150.00
(P2500977) PNC Bank	JFS Administration	22411605-5300	\$2,000.00
(P2501000) Various JFS PRC	JFS PRC	22411602-5348	\$30,000.00
(P2501037) Forensic Fluids	Children Services	22511607-5342	\$12,500.00
(P2502530) Lisa Davis	Children Services	22511607-5342	\$7,500.00

PR Number	Vendor Name	Line Description	Account	Amount
R2503642	SUPERIOR PETROLEUM EQUIPMENT LLC	TANK MONITOR CONSOLE - ALUM CREEK WTF	40111402 - 5450	\$ 14,525.00
R2503646	PNC BANK	MATERIALS & SUPPLIES	20411305 - 5200	\$ 5,000.00
R2503646	PNC BANK	SERVICES & CHARGES	20411305 - 5300	\$ 5,000.00
R2503657	CIVIC UPLIFT LLC	GRANT CONSULTING SERVICES	10011102 - 5301	\$ 81,556.40
R2502483	RESCARE OHIO INC	PLACEMENT CARE SFY26	22511607 - 5350	\$ 14,400.00
R2503674	FOUR O CORPORATION	USED OIL TANK - SERVICE CENTER	42311453 - 5450	\$ 5,998.71

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

4  
RESOLUTION NO. 25-510

IN THE MATTER OF APPROVING A COUNTY COMPENSATION AGREEMENT WITH THE CITY OF SUNBURY RELATING TO THE WOODLAND LAKE TAX INCREMENT FINANCING:

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

WHEREAS, on April 21, 2025, the Delaware County Board of Commissioners (the “Board”) received notice

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from the City of Sunbury, pursuant to section 5709.40(E)(1) of the Revised Code, of its intention to adopt an ordinance creating new tax increment financing incentive districts for a development known as Woodland Lake, providing exemptions for up to thirty years at one hundred percent (the “Exemptions”); and

WHEREAS, on May 15, 2025, the Board adopted Resolution No. 25-360, objecting to the Exemptions for the number of years in excess of ten (10) and authorizing the County Administrator, and her designees, to enter into negotiations with the City of Sunbury for a mutually acceptable compensation agreement in accordance with section 5709.40(E)(2) of the Revised Code; and

WHEREAS, the County Administrator, and her designees, have negotiated a mutually acceptable compensation agreement and recommend approval of the compensation agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the County Administrator to execute, the following agreement:

**COUNTY  
COMPENSATION AGREEMENT  
RELATING TO THE  
WOODLAND LAKE TAX INCREMENT FINANCING**

This **COUNTY COMPENSATION AGREEMENT** (the “*Agreement*”) is made and entered into this 14<sup>th</sup> day of July, 2025 (the “*Effective Date*”), by and between the **CITY OF SUNBURY, OHIO**, (“*Sunbury*”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter, and the **COUNTY OF DELAWARE, OHIO** (“*Delaware County*” and together with Sunbury, the “*Parties*”), a county and political subdivision of the State of Ohio, under the circumstances summarized in the following recitals.

**Recitals**

**A.** Sunbury has determined to promote and encourage commercial and multi-family development within its corporate boundaries.

**B.** Ohio Revised Code Sections 5709.40 *et seq.*, as such provisions may be amended from time to time (the “*TIF Statute*”), permit Sunbury to declare improvements (as defined in Ohio Revised Code Section 5709.40(A)(4)) to real property to be a public purpose, exempt those improvements from real property taxation (each a “*TIF Exemption*”), require owners of the real property to make service payments in lieu of taxes (the “*Service Payments*”) in an amount equal to such exempted taxes and to use those Service Payments to finance public infrastructure improvements designated by Sunbury as public infrastructure improvements made, to be made or in the process of being made that benefit or serve, or that once made will benefit or serve, the real property located within the Incentive Districts.

**C.** To facilitate the development of a project known as “Woodland Lake”, Sunbury heretofore determined to pass an ordinance (the “*Proposed TIF Ordinance*”) in accordance with the TIF Statute to create two tax increment financing incentive districts (collectively the “*Incentive Districts*”) and authorize TIF Exemptions with respect to the improvements to real property located within those Incentive Districts.

**D.** Pursuant to the requirements of the TIF Statute, and specifically Ohio Revised Code Section 5709.40(E)(1), Sunbury provided notice to Delaware County, which was received on April 21, 2025, of the proposed passage of the Proposed TIF Ordinance.

**E.** By Resolution No. 25-360, adopted by the Board of County Commissioners of Delaware County on May 15, 2025 (the “*County Resolution*”), Delaware County objected to the provision of the TIF Exemptions for the number of years in excess of ten (10) and authorized the County Administrator, and her designees, to enter into negotiations with Sunbury for a mutually acceptable compensation agreement in accordance with Ohio Revised Code Section 5709.40(E)(2).

**F.** A copy of the County Resolution was delivered to Sunbury on May 20, 2025.

**G.** Consistent with the County Resolution and in accordance with Ohio Revised Code Section 5709.40(E)(2), Sunbury and Delaware County agreed to revise the list of public infrastructure improvements to be authorized by the Proposed TIF Ordinance and in consideration therefor, Delaware County agreed to waive any requirements that Sunbury compensate Delaware County pursuant to Ohio Revised Code Section 5709.40(E)(3).

**H.** Sunbury’s City Council passed Ordinance No. 2025. 19 on July 2, 2025 which was in substantially the same form as the Proposed TIF Ordinance but included an updated list of public infrastructure improvements as described above (the “*TIF Ordinance*”, a certified copy of which is attached hereto as **EXHIBIT A**).

**I.** Consistent with the County Resolution and in accordance with Ohio Revised Code Section 5709.40(E)(2), Sunbury and Delaware County desire to enter into this Agreement to secure Delaware County’s consent to the passage of the TIF Ordinance and waiver of any requirements that Sunbury compensate Delaware County in connection with the passage of the TIF Ordinance pursuant to Ohio Revised Code Section 5709.40(E)(3).

**J.** Pursuant to the TIF Ordinance, Sunbury’s City Council has authorized the execution of this

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Agreement.

K. Pursuant to Resolution No. 25-510 adopted on July 14, 2025, Delaware County's Board of County Commissioners has authorized the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, agree and obligate themselves as follows:

1. **General Agreement.** For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein and consistent with the TIF Ordinance which (a) grants the Tax Exemptions for thirty (30) years without requiring that Sunbury compensate Delaware County in the manner provided for in Ohio Revised Code Section 5709.40(E)(2) and (b) requires that the Service Payments remitted in respect of the Tax Exemptions be used for the purposes described in the TIF Ordinance.

2. **Terms of the Tax Increment Financing.** Delaware County hereby consents to the following terms which were included in the TIF Ordinance: (a) the creation of two Incentive Districts, (b) the authorization of a 100% TIF Exemption with respect to the improvements to real property located within each of those Incentive Districts for a period of thirty (30) years, and (c) a limitation on the expenditure of the Service Payments to the purposes of (i) making payments to the Olentangy Local School District and the Delaware Area Career Center and (ii) financing or paying the costs of the Public Infrastructure Improvements (as defined in the TIF Ordinance).

3. **No Other Compensation to Delaware County.** Provided that Sunbury complies with Section 2, particularly as it relates to the expenditure of Service Payments, Sunbury will not be required to provide any other compensation, including but not limited to the compensation described in Ohio Revised Code Section 5709.40(E)(3), to Delaware County in connection with the passage of the TIF Ordinance.

4. **Amendment of TIF Ordinance.** The Parties agree that the TIF Ordinance may not be amended without Sunbury first having received prior written consent from Delaware County.

5. **Miscellaneous.**

(a) **Assignment.** This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(b) **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) **Day for Performance.** Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(f) **Events of Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(g) **Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) **Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of Sunbury or Delaware County other than in his or her official

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capacity, and neither the members of the legislative bodies of Sunbury or Delaware County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of Sunbury and Delaware County contained in this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws.

(j) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(k) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall Sunbury or Delaware County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(l) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- (i) Sunbury at: City of Sunbury, Ohio  
9 East Granville Street  
Sunbury, Ohio 43074  
Attention: Administrator
- (ii) Delaware County at: County of Delaware, Ohio  
91. N. Sandusky Street  
Delaware, Ohio 43015  
Attention: County Administrator

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(m) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(n) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(o) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(p) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(q) Term of Agreement. This Agreement shall become effective on the Effective Date and shall remain in effect for so long as any Tax Exemption remains in effect.

(r) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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**ORDINANCE NO. 2025.19**

**CREATING THE WOODLAND LAKE TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN THE INCENTIVE DISTRICTS TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICTS; AND DECLARING AN EMERGENCY.**

WHEREAS, this Council desires to facilitate the development of two multi-family housing projects (consisting of approximately 450 units in the aggregate) and a related commercial development, in order to increase available housing options and other commercial amenities, all within the City (the “*Project*”); and

WHEREAS, in order to develop the Project, it is necessary to construct certain public infrastructure improvements (as described in Section 2); and

WHEREAS, this Council, pursuant to Ohio Revised Code (“*ORC*”) Sections 5709.40, 5709.42 and 5709.43 (collectively, the “*TIF Act*”), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Woodland Lake Tax Increment Financing Incentive District #1 and the Woodland Lake Tax Increment Financing Incentive District #2 (collectively, the “*Incentive Districts*”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in **EXHIBIT A** attached hereto (as currently or subsequently configured, the “*Parcels*”, with each of those parcels referred to herein individually as a “*Parcel*”); and

WHEREAS, to facilitate the construction and the payment of the related costs of those necessary public infrastructure improvements, this Council has determined to enter into a Cooperative Agreement, together with any other necessary and related agreements, as authorized herein; and

WHEREAS, this Council has heretofore caused to be prepared a development plan and requirements for the Project, which development plan and requirements constitute an economic development plan for purposes of the TIF Act (the “*Economic Development Plan*”); and

WHEREAS, in accordance with the requirements of the TIF Act, the City Engineer has certified to this Council that (i) each Incentive District is less than 300 acres in size and enclosed by a continuous boundary and (ii) the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan; and

WHEREAS, notice of this proposed ordinance has been delivered to (i) the Delaware County Board of County Commissioners, (ii) each owner of real property located within the proposed Incentive Districts and (iii) the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center (each a “*School District*”), in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83; and

WHEREAS, on May 21, 2025, this Council held a public hearing regarding the consideration of this Ordinance and no owners of property located within the respective Incentive Districts have requested that their property be excluded from the respective Incentive District;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sunbury, Delaware County, Ohio, that:

**Section 1. Incentive District Findings and Determinations; Creation of Incentive Districts.** This Council hereby: (a) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of Council, (b) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (i) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan and (ii) that each Incentive District is less than three hundred (300) acres in size and enclosed by a continuous boundary, (c) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements (as defined below), (d) finds and determines that the City sent written notice of the public hearing regarding this Ordinance by first class mail to each owner of real property located within each proposed Incentive District at least thirty (30) days prior to such hearing, which notice included a map of each proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (e) finds and determines that this Council has not received a request from the owner of any real property within either proposed Incentive District to exclude that owner’s property from the Incentive District and (f) finds and determines that notice of this Ordinance has been delivered to the Delaware County Board of County Commissioners and the Boards of Education of Olentangy Local School District and the Delaware Area Career Center in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83. Pursuant to the TIF Act, this Council creates the Incentive Districts, the respective boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in **EXHIBIT A** attached hereto.

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Section 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in **EXHIBIT B** (the “*Public Infrastructure Improvements*”) and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels.

Section 3. Life of Incentive Districts; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year after the effective date of this Ordinance and in which an Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for the Parcels within that Incentive District were it not for the exemption granted in this Ordinance and ends on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (each an “*Incentive District Life*”).

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*,” as defined in ORC Section 5709.40(A)) is a public purpose, with 100% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for each Incentive District.

The foregoing exemption is subordinate to any exemptions granted pursuant to ORC Section 3735.65 *et. seq.*

Section 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Delaware County Treasurer (the “*County Treasurer*”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the “*Service Payments*”), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6 of this ordinance.

Section 5. TIF Fund. This Council hereby establishes the Woodland Lake Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this Ordinance (as it may be amended or supplemented). The TIF Fund shall remain in

existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

Section 6. Distribution of Funds. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

(a) To each of the Olentangy Local School District and the Delaware Area Career Center, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance.

(b) To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

Section 7. Cooperative Agreement. This Council hereby approves the Cooperative Agreement among the City and such other necessary parties (the “*Cooperative Agreement*”) to facilitate the financing and the construction of the Public Infrastructure Improvements. The Administrator is hereby authorized and directed, for and on behalf of the City, to execute and deliver the Cooperative Agreement, substantially in the form now on file with the Clerk of Council, with such modifications to the form of the Cooperative Agreement as shall be approved by the Administrator, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Administrator's signature on the Cooperative Agreement. The Administrator is further hereby authorized, for and on behalf of the City, to execute any amendments to the Cooperative Agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to the City. The Administrator is further hereby authorized, for and on behalf of the City, to execute and deliver any additional agreements or instruments as the Administrator shall deem necessary to carry out the purposes of this Ordinance and the Cooperative Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments.

Section 8. Further Authorizations. This Council hereby authorizes and directs the Mayor, the Administrator, the Director of Law and the Director of Finance, or other appropriate officers of the City, to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for the collection of the Service Payments. This Council further authorizes the Mayor, the Administrator, the Director of Law and the Director of Finance, or other appropriate officers of the City, to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

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Section 9. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 10. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the City, and for the further reason that this ordinance is required to be immediately effective in order to cause the development of the Incentive Districts and construct the Public Infrastructure Improvements contemplated by this Ordinance and agreements of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its enactment and approval by the Mayor.

	YEAS	NAYS
VOTE TO UNTABLE ORDINANCE NO. 2025.19	<u>5</u>	<u>0</u>
	YEAS	NAYS
VOTE ON EMERGENCY	<u>5</u>	<u>0</u>
	YEAS	NAYS
VOTE ON ORDINANCE NO. 2025.19	<u>5</u>	<u>0</u>

PASSED: July 2, 2025

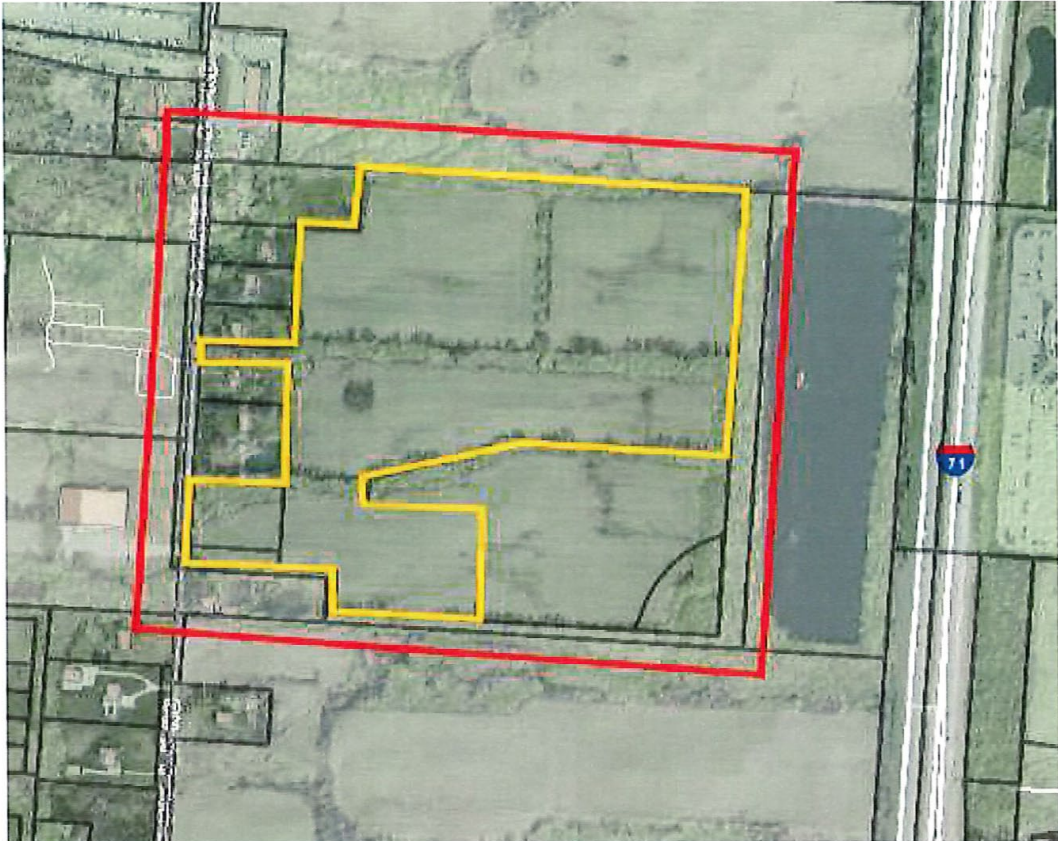
  
Joseph St. John, Mayor

ATTEST:  
  
Amber Swain, Clerk of Council

EXHIBIT A-1

MAP OF THE WOODLAND LAKE TAX  
INCREMENT FINANCING INCENTIVE DISTRICT #1

The following parcels of real estate bounded in yellow and situated in the City of Sunbury, Ohio are included in the Woodland Lake Tax Increment Financing Incentive District #1 shown on the following map:



\* The area bounded in red reflects the overlay pursuant to Ohio Revised Code Section 5709.40(A)(6).

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EXHIBIT A-2

MAP OF THE WOODLAND LAKE TAX  
INCREMENT FINANCING INCENTIVE DISTRICT #2

The following parcel of real estate bounded in blue and situated in the City of Sunbury, Ohio is included in the Woodland Lake Tax Increment Financing Incentive District #2 shown on the following map:



\* The area bounded in red reflects the overlay pursuant to Ohio Revised Code Section 5709.40(A)(6).

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of the following (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code):

- **Four Winds Drive**
- **Sunbury Parkway**
- **Any Additional Project** which the City and Delaware County, Ohio mutually agree will benefit or serve the parcels in the Incentive Districts as well as the proposed interchange(s) at I-71 / U.S. 36 / S.R. 37, together with all related costs of any such Additional Project.

Each of the foregoing public infrastructure improvement projects may include one or more of the following components:

- **Stormwater.** Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare, including but not limited to the construction and installation of storm water sewers throughout the proposed development and detention ponds;
- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the Project and the construction of public health, including but not limited to preservation of wetlands and flood plain management in the areas around the proposed development, any dredging of waterways in the Incentive Districts, streambank erosion protection and renovation and related environmental studies and remediation;
- **Utilities.** Construction, reconstruction or installation of gas, electric and communication service facilities and all appurtenances thereto;
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare;

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- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above;
- **Park and Recreation.** park and recreation improvements located within the Incentive Districts or benefiting or serving residents of the Incentive Districts, including construction of detention ponds and parking areas within or adjacent to the Incentive Districts;
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements, or (b) in aid of industry, commerce, distribution or research; and
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

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

5  
RESOLUTION NO. 25-511

RESOLUTION OF ACCEPTANCE OF DONATED PROPERTY FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:

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

WHEREAS, the Board has before it a request from the Sheriff’s Office to accept a donation of firearm ammunition from the Delaware Area Career Center pursuant to Section 9.20 of the Revised Code; and

WHEREAS, the Delaware Area Career Center has taken all necessary action to gift, devise, or otherwise bequeath to Delaware County full ownership and title to the ammunition described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to accept the donation of firearm ammunition to be used by the County Sheriff or his employees for the following reasons: (1) the ammunition is necessary to provide safe and reliable preparation, preparedness and response for the County Sheriff and his employees; and (2) the ammunition will ensure optimal service, safety, and response for the citizens of Delaware County;

Section 2. The Board further acknowledges the County Sheriff’s acknowledgement that the ammunition use will be available for: (1) training of law enforcement personnel; and (2) any other law enforcement purpose or activity deemed necessary by the Sheriff.

Section 3. The Board hereby authorizes the acceptance of donation of twenty-six (26) cases of handgun ammunition and sixty (60) cases of shotgun ammunition from the Delaware Area Career Center, and declares that the acceptance of said ammunition shall be pursuant to the terms, conditions, and specifications of the donation.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

6  
RESOLUTION NO. 25-512

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND

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VIRTRA, INC. FOR SUBSCRIPTION TRAINING AND EQUIPMENT PARTNERSHIP (STEP):

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

WHEREAS, the Delaware County Sheriff and his staff recommend approval of an agreement with VirTra,,Inc., for Subscription Training and Equipment Partnership;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with VirTra, Inc.:

VIRTRA, INC.  
Subscription Training & Equipment Partnership (STEP) AGREEMENT

AGREEMENT: This STEP Agreement (the “Agreement”) and the Exhibits attached hereto is made and entered by and between the organizations or entities set forth below to provide Customer with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the “VirTra Furnished Equipment” or "VFE").

CONTRACT PRICE SUMMARY:

<u>Contract Initiation Payments (one time)</u>
Setup & Training S&H
\$6,270.00
\$3,550.30
<u>Annual Recurring Payment Annual Contract Rate (STEP)</u>
\$51,445.95

**TERM:** This Agreement will become effective upon the date the customer receives a substantial portion of the Services and VirTra Furnished Equipment listed on Exhibit D and services listed on the VFE Acceptance Checklist (Exhibit C) (the “Effective Date”). This Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement may be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of thirty-six (36) months.

**EXHIBITS:** The following exhibits are incorporated herein by reference and form a material part of this Agreement.

**Exhibit A:** Subscription Training & Equipment Partnership (STEP) Terms and Conditions

**Exhibit B:** Maintenance and Support Agreement.

**Exhibit C:** VFE Acceptance Check List.

**Exhibit D:** Services, Equipment, and Annual Rate Summary

The renewal price shall not exceed the greater of a 3% price escalation or the result as determined for the renewal month in the U.S. Department of Labor Inflation Calculator which may be found on <https://www.dol.gov/general/topic/statistics/inflation>

Exhibit A:  
Subscription Training & Equipment Partnership (STEP) Terms and  
Conditions [Revised 15 NOV 2024]

PRODUCTS AND SERVICES

VirTra agrees to provide the Customer with the VirTra Furnished Equipment (VFE) as enumerated in Exhibit D, including all licenses and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein. Employees and agents of VirTra shall, while on the premises of the Customer, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, VirTra shall be responsible for installation, training, and knowledge transfer activities in relation to the VFE and licenses being supplied, as set forth in Exhibit B of this Agreement. All equipment shall be delivered to Customer site as specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing. Upon any termination or expiration of this Agreement, the VFE and all other related materials provided to Customer hereunder shall be returned to VirTra or, at VirTra’s option, VirTra may arrange for pickup of the VFE and related materials. The VFE and related materials must be returned to VirTra in good repair and with full functionality, considering reasonable wear and tear. VirTra shall provide the VFE and perform work in a professional manner consistent with general industry standards.

COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

PRICING

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

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Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

**MODIFICATION**

No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on either party unless it is in writing and signed by an authorized representative of each party.

**SHIPPING AND RISK OF LOSS**

VFE shall be packaged, marked, and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Customer. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to the Customer will be F.O.B. point of destination. Transportation receipts, if required by contract release purchase order, must accompany invoice.

**INSPECTION AND RELATED RIGHTS**

All VFE and services are subject to inspection, testing, approval, and acceptance by the Customer. Inspection shall be made prior to execution of the VFE Acceptance Checklist, shown in Exhibit C. In the event that VirTra's VFE is not accepted by Customer due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected VFE. The foregoing shall be the remedy in such cases. Customer's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Installation Sign-off.

**ADJUSTMENT BY VIRTRA**

If Customer requests a change in the VFE or services that changes the costs as outlined in Exhibit D, VFE VirTra shall submit an amended Exhibit D for Customer's written approval in order to achieve the proper adjustment of payments.

**PAYMENT**

The Customer's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder. Invoices are prepared on an annual basis.

**INVOICING**

VirTra shall invoice Customer in accordance with the pricing set forth in this Agreement and any of its incorporated exhibits. Invoices shall be sent to the Customer's department referenced above or such other person or address as the Customer may provide to VirTra in writing. Invoices for goods or services not specifically listed in the Agreement may not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice number, and payment term; Customer contract number; pricing per the Agreement; and total cost.

**AVAILABILITY OF FUNDING**

Customer's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and appropriation.

**TERMINATION FOR CAUSE**

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for a material breach upon written notice to the other party. In lieu of terminating for cause, the non-defaulting party may, at its option, provide written notice specifying the material breach and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

**DISPUTES**

The laws of the State of Ohio, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Ohio and the courts of Ohio shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transaction.

**FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include; but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization,

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government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service, or governmental declaration of emergency or disaster if it affects a party.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use its best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**INSURANCE**

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder. VirTra shall name Customer and Delaware County, Ohio as additional insured for all policies applicable to this Agreement and shall provide such certificates evidencing compliance with this requirement to Customer.

**LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

VirTra represents and warrants that all the VFE and software ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use and possession but not title to the material and supplies accepted shall pass directly from VirTra to Customer at the F.O.B. point, subject to the right of Customer to reject upon inspection.

**WARRANTY; MAINTENANCE**

VirTra shall provide the warranty and maintenance services set forth in Exhibit B of this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations. VirTra may offer VirTra Certified Refurbished parts.

**SEVERABILITY**

Should any part of the Agreement between Customer and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Customer. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Customer so specifies.

**HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

**ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**EXECUTION & COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein. The parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature.

**NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

**CUSTOMER POINT OF CONTACT**

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Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

**THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

**AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

**DATA AND OWNERSHIP**

All content generated or stored by the VFE that is related to the performance and activity of Customer personnel while using the content that is and shall be the sole and exclusive property of Customer. Customer acknowledges and agrees that the VFE provides certain content backup and verification features, and that preservation of the content is the sole and exclusive responsibility of Customer.

Customer hereby grants VirTra access to the Content for purposes limited to measuring VFE performance and function, VFE maintenance, calibration, data aggregation for tests, training results, measurements, or any other duty required to be performed by VirTra pursuant to this Agreement.

**CONFIDENTIAL INFORMATION**

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement unless required by law or order of a court of competent jurisdiction. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement.

In the event Customer, as a political subdivision of the State of Ohio, is required to disclose Confidential Information as required above, the Customer shall use reasonably best efforts to notify VirTra prior to such required disclosure. This will allow VirTra, at its own option and expense, an opportunity to resist such disclosure and/or seek appropriate protection from further disclosure.

**LIMITATION OF LIABILITY**

Each party's liability for damages to the other party for any cause not otherwise addressed in this Agreement, and regardless of the form of action, whether in contract or in tort, shall be limited to the amounts received by VirTra and paid by Customer. In no event will either party be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

In no event shall VirTra's cumulative liability for any loss or damages resulting from any claims, demands, or actions arising out of or in any way relating to any purchase under this contract exceed \$300,000.00.

**INDEMNITY**

Notwithstanding any other term of this Agreement, VirTra shall defend any action brought against Customer and indemnify Customer for any and all damages awarded against Customer in any action to the extent that it is based on a claim that the VFE or any software system used within the scope of this Agreement infringes any U.S. patents, copyrights, license or other property right, provided that VirTra is immediately notified in writing of such claim. VirTra shall bear all expenses related to any defense and have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall Customer settle any such claim, lawsuit, or proceedings without VirTra's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, VirTra is enjoined from using the VFE or associated software, or if VirTra believes that the VFE is likely to become the subject of a claim of infringement, VirTra at its option and expense may procure the right for Customer to continue to use the VFE and associated software, or replace or modify it so as to make it non-infringing. If neither of these two options is reasonably practicable, VirTra may discontinue the License granted herein upon thirty (30) day written notice to the Customer and shall refund to Customer the license fees hereunder that have been paid. The foregoing states the entire liability of VirTra with respect to infringement of any copyrights or patents by the VFE or any parts thereof.

**OWNERSHIP OF HARDWARE AND SOFTWARE**

Except as expressly set forth herein, Customer acknowledges and agrees that all right, title, and interest in and to the VFE and or VFE (and the intellectual property rights associated therewith) provided to Customer under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the VFE to Customer. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the VFE to Customer provided, however, that no transfer of intellectual property shall be

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inferred by such a transfer and continued use of the VFE after transference is permitted only by means of a continuing license from VirTra.

**TAXES**

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Customer, and Customer agrees to reimburse VirTra for all applicable taxes that Customer is required to collect, regardless of the tax amount being excluded from VirTra’s quotes or Customer’s Purchase Orders, unless Customer is a tax-exempt entity. Customer must provide VirTra with a correct, valid, and signed tax exemption certificate applicable to the specific licenses and services purchased, relevant to the end use location, prior to VirTra invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Customer to pay all required taxes. Additionally, it will be Customer’s responsibility to obtain any tax refunds permitted if VirTra has collected and remitted taxes to a taxing authority.

**LICENSE GRANT**

Subject to prompt receipt of full payment and the terms of this Agreement, VirTra hereby grants to Customer a non-exclusive, revocable license to use, at the specific location of the installation, the VirTra Furnished Equipment and software specified in Exhibit D. Customer must promptly notify VirTra in the event of a planned relocation of the equipment.

**COMPLIANCE**

In the performance of this Agreement, VirTra is required to comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

**INDEPENDENT CONTRACTOR**

Customer is a public employer as defined in R.C. § 145.01(D). Customer has classified VirTra as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of VirTra and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for Services and/or deliverables rendered and/or received under or pursuant to this Agreement. VirTra acknowledges and agrees that the Customer, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. VirTra may certify by signing below that it has five (5) or more employees and, as a result of such fact, is not required to complete an OPERS Non-Member Acknowledgement Form. If VirTra does not have five (5) or more employees, a properly executed OPERS Non-Member Acknowledgement Form must be executed.

**PERSONAL PROPERTY TAXES**

VirTra, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

**COMPETITIVE BIDDING NOT REQUIRED**

Consistent with R.C. § 307.86, this Agreement is not required to be competitively bid.

**MAXIMUM PAYMENT**

The maximum amount payable to VirTra in any Term of this Agreement shall not exceed \$65,000.00.

**Exhibit B:  
Maintenance and Support Agreement**

During the term of the Agreement and provided that Customer in material compliance with the terms and conditions set forth in Exhibit A, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1. VirTra system technician on installation site one time during Plan Year to perform the following functions as needed and if applicable. Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.
  - Upgrade VirTra Operating system (VOS) Features. Install new VirTra training scenarios.
  - Clean Computer, Monitor & Keyboard Perform Computer Diagnostics.
  - Clean Simulator Screens.
  - Upgrade to most current base library. Recalibrate system.
  - Inspect Refill Station & Regulator Recondition & Test Recoil Kits
  - Zero all Laser Based Items.
  - Test Threat-Fire® Devices for Proper Functionality.
  - Test OC & TASER® Devices for Proper Functionality.
  - Inspect & Test Speakers and Sound FX.
  - Provide a List of Inspected Items Provide User Refresher Training.

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2. Parts and Labor in the event of a non-functioning system or accessory.
3. Use of VirTra's Advance Replacement Program.
4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.
5. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts.
7. Remote Assistance where available.

VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. Customer will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Customer system and, accordingly, no guarantee of additional scenarios is provided. TASER® X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER® handle. Limited Quantities and not available for all components.

**Exhibit C:**

**VFE Acceptance Checklist**

- Initial Setup and Testing (Some items may not be applicable) Visually Inspect the system and Explain its Components
- Open each box/container and verify all items are accounted for Setup and Position Screen(s) and CPU Rack
- Layout Speakers, All Wiring and Balance all Sound Levels Install Training Platform (If Applicable) Install and Align all Projected Images and Camera Views Test all Weapon Kits and Wireless accessories
- Ensure all User Manuals are Correct for system & Accessories Instructional Training (\*\*Some items may not be applicable) Explain Proper Maintenance and Environmental Conditions Explain the importance of Firearm Safety
- Explain and Demonstrate how to Install Weapon Kits
- Explain and Demonstrate how to properly Maintain Weapon Kits
- Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling
- Explain and Demonstrate how to Fill the Weapon Magazines
- Explain and Demonstrate how to Properly Boot Up and Shutdown the system
- Explain the functionality of Wake-On-LAN
- Explain and Demonstrate how to Run VOST™
- Explain the Different Scenario Types and how to run Each Type of Scenario
- Explain and Demonstrate how to Create Scenario Tags and Filters
- Explain and Demonstrate how to Create Scenario Playlists Explain and
- Demonstrate how to Add Scenario Favorites Explain and Demonstrate Proper Projector Alignment
- Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking
- Tools Explain and Demonstrate how to use Diagnostics through V-Tracking Tools
- Explain Laser ID's vs Pulse Lengths
- Explain and Demonstrate how to Add a New Weapon Kit Explain and Demonstrate how to Enter a New Trainee
- Explain and Demonstrate how to assign Trainee's and Weapons Explain and Demonstrate how to Zero a Weapon
- Explain and Demonstrate Directional Surround Sound
- Explain and Demonstrate how to run and Configure VirTra Accessory Controller
- Explain and Demonstrate how to use VirTra Wireless Devices
- Explain and Demonstrate how to Run a Video Scenario Explain and Demonstrate Scenario Branching
- Explain and Demonstrate Scenario Debrief Explain and Demonstrate Presentation Mode Explain and Demonstrate Low-Light
- Explain and Demonstrate TMar Explain and Demonstrate Breach Door
- Explain and Demonstrate how to Create a Marksmanship Trainee Set Explain and Demonstrate how to Boresight in Marksmanship
- Explain and Demonstrate how to Run a Free Fire Course in Marksmanship Explain and Demonstrate how to Run a Pre-built Course in Marksmanship Explain and Demonstrate how to Run Marksmanship Debrief
- Explain and Demonstrate how to Create and Import a Custom Target Explain and Demonstrate how to Create and Import a Custom Course of Fire Explain and Demonstrate how to use VirTra Remote Desktop
- Explain how to access VirTra Administration, including as an Administrator
- Explain all Icons and their functions of VirTra Administration
- Explain the Safety Precautions and Waiver Explain what consumable items are
- Explain the VirTra Warranty and Customer Service & Support Procedures Show client where manuals are located for system/accessories
- Explain and Demonstrate how to run V-Author®
- Explain and Demonstrate how to use the VirTra Pano Edit Tool (if applicable)
- Explain and Demonstrate how to Import a V-Author® Scenario (if applicable)

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- Explain and Demonstrate how to Export a New V-Author® Scenario (if applicable)
- Explain and Demonstrate how to Author a Single Screen Scenario (if applicable)

Exhibit D:  
Services, VirTra Furnished Equipment and Annual Rate Summary

Product SKU	Product Code	Product Description	Quantity
7001000	V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current warranty, service or subscription plan.	1.00
1300000	V-300LE-1	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year of support services included.	1.00
1300050	VHU-BS-300-FP	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems. Front Project Black Backed Screens.	1.00
1300102	VHU-TRS-300	Overhead truss structure for V-300®, front project systems.	1.00
5000201	V-FLT-G2X	G2X laser-based handheld flashlight.	3.00
5000202	V-FLT-TLR1	Model TLR-1 laser-based weapon mounted flashlight.	3.00
	NG-P320	SIRT Model 20 replica training pistol for Sig P320. Includes integrated programmable laser.	3.00
5003208	V-P320C-NG	SIRT Model 20C replica training pistol for Sig P320C. Includes integrated programmable laser.	1.00
5003210	NG-P320-MAG	Additional Magazine for SIRT Model 20/C replica training pistol for Sig P320/C.	4.00
5000109	VNG-M16	VirTra non-gun M16 replica rifle and one (1) magazine. This simulated firearm activates a laser upon trigger depression, no recoil.	3.00
5000110	NG-M16-MAG	Additional Magazine for VirTra Non Gun M16 Solution (VNG-M16)	3.00
5000556	V-T7-3.5/3.5	TASER 7® simulation cartridge package D: Simulates two (2) stand off (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	3.00

Annual Contract  
Rate (STEP) \$51,445.95

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

7  
RESOLUTION NO. 25 -513

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO SERGEANT DARIN KARBLER ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Sergeant Darin Karbler retired from the Sheriff’s Office in good standing with the office; and

WHEREAS, Sergeant Karbler’s assigned duty firearm (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Sergeant Karbler to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Sergeant Darin Karbler for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Sergeant Karbler accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

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8

**RESOLUTION NO. 25-514**

**IN THE MATTER OF APPROVING AN UPDATE TO THE COMPUTER USE AND CYBER SECURITY POLICY WITHIN THE DELAWARE COUNTY PERSONNEL POLICY MANUAL TO INCLUDE A PROVISION GOVERNING THE USE OF ARTIFICIAL INTELLIGENCE:**

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

WHEREAS, Delaware County has adopted management practices, procedures, and policies to appropriately manage federal, state, and civil service laws and regulations, to administer and set employment standards, and to provide for the general management of employees, based upon best practices recommended by the County Risk Sharing Authority; and

WHEREAS, the Delaware County Personnel Policy Manual encompasses general employment practices, procedures, and guidelines for employees, directors and supervisors in the day-to-day direction and performance of their duties; and

WHEREAS, the County Auditor, County Administrator, Deputy County Administrators, and Director of Information Technology recommend adopting an update to Section XXVI of the Delaware County Personnel Policy Manual: Computer Use & Cybersecurity Policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following update to Section XXVI of the Delaware County Personnel Policy Manual, effective immediately upon adoption of this Resolution:

**XXVI. COMPUTER USE & CYBERSECURITY POLICY****A. General**

County computers and information systems are County property. They may be used only for explicitly authorized purposes. The County reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, the County and authorized County supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Employees have no right to privacy with regard to the Internet and email on County systems (public or private). Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, email, and Instant Messenger (IM) usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any County computer must be licensed to the County. No County employee may install, uninstall, or reconfigure any software or hardware owned by the county without prior authorization from the County. The use of privately-owned or contractor-owned computers for official county business must be authorized in advance by the County.

Employees are required to maintain passwords for their computers. Employees are responsible for safely securing their passwords. Absent supervisor approval, employees shall not share passwords. Employees may be required to periodically change passwords. Employees shall follow all IT Guidelines regarding passwords.

**B. Allowable Uses of Computer and Information Systems for Business Purposes**

1. Facilitating job function performance.
2. Facilitating and communicating business information within the County network.
3. Coordinating meeting locations and resources for the County.
  - a. Communicating with outside organizations as required in the performance of employee job functions.

**C. Prohibited Uses of Computers and Information Systems, Including But Not Limited to E-mail, Instant Messaging, and the Internet**

1. Violating local, state, and/or federal law.
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.

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3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the County).
11. Disseminating, without authorization, confidential or proprietary County documents or information or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the County without substantial business purpose.
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually-oriented messages or images.
17. Using the Internet or instant messenger for political activity.
18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.
19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc.) that is a distraction to the employee's work and to those around them.
20. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
21. Speaking to the media or to the public within any news group or chat room on behalf of the County if not expressly authorized to represent the County.
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

**NOTE:** Whether on working time or not, these prohibitions apply at all times to county-owned computers and information systems. Personnel cannot expect that the information they convey, create, file, or store in County computers and information systems will be confidential or private regardless of the employee's intent. Please remember that there is no expectation of privacy for anything sent by email or IM, and that others can view this information at any time.

**D. Guidelines for Incidental/Occasional Personal Internet Usage**

Generally, the Internet is to be used for work-related purposes. The County will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is comparable to time authorized for meals and reasonable breaks during the workday and those times only should be used to attend to personal matters. Personnel are not permitted to utilize the Internet for personal use equal to meal and break times and also take their scheduled meal and breaks. Agency Internet resources must be devoted to maintaining the highest degree of productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason or for no reason. Aside from scheduled breaks and unpaid

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lunch periods, employees are prohibited from engaging in personal use of the internet while on County time.

**E. Securing Computer Equipment and Electronic Data**

County employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or HIPAA information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action.

Employees accidentally sharing County information, or accessing an improper website, or opening an email with a virus are to immediately notify their supervisors. Employees who receive ransomware, or other malware/virus, are to immediately notify a supervisor. Employees shall not open emails, or click links, about which they have a concern.

Employees working remotely must ensure that their home or remote work location and remote systems are protected by a modern “Wi-Fi router” using at least a WPA2 encryption and authentication methods (a WPA3 is preferred). Employees using a mobile device for work shall use password protection, data encryption and security apps to protect the device; Two-Factor Authentication should be used wherever possible.

Employees must immediately report any security breach, or lost equipment, to the appropriate IT professional, or other designated individual.

**F. Use of Artificial Intelligence**

Artificial Intelligence (AI) models rely heavily on data to develop, train, and operate effectively. In recognition of associated data privacy, security, and compliance concerns, the following standards shall apply to the use of AI technologies:

**1. Definition of Sensitive Information**

For the purposes of this policy, *Sensitive Information* is defined as any data that is confidential, personally identifiable, proprietary, privileged, or otherwise protected by law, regulation, or County policy. This includes, but is not limited to:

- Personally Identifiable Information (PII) such as names, identification numbers, addresses, contact details, financial or health-related information;
- Protected Health Information (PHI);
- Confidential communications and documents;
- Legal, investigative, or regulatory data;
- Any other data classified as sensitive under applicable laws, regulations, or County resolutions, policies, or SOGs.

**2. Use Restrictions**

Employees shall not input Sensitive Information into AI tools, systems, or applications unless the following conditions are met:

- Written permission has been obtained from both:
  - The **Appointing Authority, or their designee**, responsible for the employee’s use of AI tools; and
  - The **Appointing Authority, or their designee, and the Data Owner** responsible for the data to be used. The “data owner” is the individual responsible for the accountability and authority over a specific data set including compliance, data quality, governance policies, etc.
- AI use adheres to any and all County policies

**3. Data Minimization and Redaction**

When AI use is authorized, the employee shall exercise best efforts to minimize data exposure, including, without limitation, anonymizing, de-identifying, or redacting Sensitive Information to the extent practicable before inputting any data into an AI system.

**4. Compliance and Accountability**

All AI use involving County data must be documented and traceable. Employees are responsible for ensuring that the use of AI does not compromise the confidentiality,

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integrity, or availability of Sensitive Information and County data, and must be able to demonstrate compliance upon request.

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

9  
RESOLUTION NO. 25-515

IN THE MATTER OF APPROVING THE AGREEMENT BY AND BETWEEN DOCUMENT TECHNOLOGY SYSTEMS LTD AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, ON BEHALF OF THE DELAWARE COUNTY RECORDER, FOR SOFTWARE MAINTENANCE FOR THE DELAWARE COUNTY RECORDER:

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

WHEREAS, the Delaware County Recorder recommends the agreement by and between Document Technology Systems LTD and the Delaware County Board of Commissioners, on behalf of the Delaware County Recorder, for Software Maintenance for the Delaware County Recorder;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following agreement by and between Document Technology Systems LTD and the Delaware County Board of Commissioners, on behalf of the Delaware County Recorder, for Software Maintenance for the Delaware County Recorder:

SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT is made June 1st, 2025 between DOCUMENT TECHNOLOGY SYSTEMS LTD. ("DTS") of 1729 Portage Trail, Cuyahoga Falls, OH, 44223 and the Customer identified below whereby DTS is to provide the services specified in this Agreement.

NAME OF CUSTOMER: Delaware County Recorder  
ADDRESS: 145 N. Union St. Delaware, Ohio 43015  
TELEPHONE: (740) 833-2460      EMAIL: mjordan@co.delaware.oh.us  
CUSTOMER CONTACTS: 1) Melissa Jordan 2) Terri Owens  
SOFTWARE UPDATES/ SOFTWARE SUPPORT INCLUDED FOR ALL LICENSED TRAKRECORD MODULES  
SERVICE & MAINTENANCE FEE FOR 06/01/2025 to 05/31/2026: SEE EXHIBIT A  
SERVICE & MAINTENANCE FEE FOR 06/01/2025 to 05/31/2028: SEE EXHIBIT B  
SERVICE & MAINTENANCE FEE FOR 06/01/2025 to 05/31/2030: SEE EXHIBIT C

In the event Licensee has signed this Exhibit, then the following terms and conditions will apply solely for support and maintenance services ("SMS") for Licensed Program Materials and Updates (as defined in Exhibit A, B or C) thereto

- 1.      **Definitions**
- A      "Support Organization" means DTS or at DTS's option in respect of any service to be performed hereunder means a person, firm or corporation authorized by DTS at any time or from time to time to supply Software Maintenance in respect of Software and nominated in writing by DTS at any time or from time to time to provide Software Maintenance to the Customer hereunder;
- B.      "Commencement Date" means the effective date of the Software License Agreement;
- C.      "Expiration Date" means the final day of the Initial Term or Renewal Term;
- D.      "Customer" means the licensee as defined in the Software License Agreement;
- E.      "Initial Term" means the twelve, thirty-six, or sixty- (12, 36, or 60) calendar months next ensuing after the Commencement Date;
- F.      "Renewal Term" means the twelve, thirty-six, or sixty- (12, 36, or 60) calendar months next ensuing after the expiration of the initial Term;
- G.      "Software" means the software license to the Customer;
- H.      "Software Updates" means bug fixes, documentation improvements and feature additions to existing modules;
- I.      "Software Support" means advice on operating the Software, advice on problems with the Software (given over the telephone or in writing and includes the provision of Software notes by DTS);
- J.      "Software Maintenance" means the services specified herein.
- K.      "Related Persons" means and includes any related body corporate of DTS or any secretary, officer or employee, agent or contractor of any of DTS or its related bodies corporate.

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2. **Services**
  - A. Subject to the terms and conditions contained in this Agreement the Support Organization will provide Software Maintenance as may be necessary to maintain the Software in good operating condition.
3. **Payment and Renewal**
  - A. The obligation of Licensee to make payment to DTS for SMS fees commences upon the day of execution (the "Effective Date") of this Support and Maintenance Agreement (this "SMA"). DTS will invoice Licensee for subsequent year's (an "SMS Year's") SMS fees no later than 30 days prior to the contract's annual anniversary date In each year of the term. This SMA will renew automatically sixty (60) days prior to the Expiration Date, signifying the beginning of a Renewal Term. Licensee may elect to terminate this SMA by giving DTS written notice of its intent to so terminate no later than sixty (60) days prior to the end of the Initial Period or Renewal Term. Such notice will not be given effect midterm. In the event that DTS does not receive further SMS fees for one or more annual SMS periods within the term, DTS reserved the right to suspend all support services provided to Licensee with 15--day notice. SMS may be reactivated by mutual agreement upon payment by Licensee of all SMS fees due for the period in which SMS was not provided. The fees for the initial term of SMS are outlined in Exhibit A, B, and C of the Agreement. This Exhibit does not apply to SMS for any modifications of the Licensed Program Materials that may be quoted to Licensee by DTS. The termination of this SMA shall have no effect on the remainder of the Agreement, the terms of which shall remain in full force and effect. Upon termination of the Agreement, however, this SMA shall terminate automatically.
4. **Software Updates**
  - A. DTS will distribute new releases of Software Updates on appropriate computer media as and when they become available. One (1) copy of the object code of the Software will be sent to the Customer for each affected software product covered by the Agreement.
  - B. DTS will from time to time distribute documentation for the purpose of Software Updates.
  - C. DTS has the option of deferring Software Maintenance pursuant to this Agreement should the Customer delay installation of any new release of the Software by DTS.
5. **Software Support**
  - A. In the event that Software Support is purchased by the Customer:
    - i. The Support Organization will provide telephone and/or facsimile and/or electronic mail s support for problems associated with the routine use and operation of the software.
    - ii. The Customer shall provide to DTS with the names of two (2) representatives who with DTS's acknowledgement shall have access to the Support Organization's telephone advice service. The representatives may be changed from time to time by Agreement between the parties. The initial representatives shall be the persons referred to on the Software license Agreement.
6. **General**
  - A. All services to be provided under this Agreement shall be provided between the hours of 8:00 a.m. to 5:00 p.m. (office local time of the Support Organization) Monday to Friday (excluding public holidays). Service coverage required outside of these hours may be arranged by agreement with the Support Organization.
7. **Services Not Covered**
  - A. The following services are not covered by this Agreement provided however they may be provided by mutual agreement at the request of the Customer at charges based on DTS's then current price list and as agreed by both parties.
  - B. Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion or war.
  - C. Rectification of problems caused by use of software not covered by this Agreement.
8. **Customer Responsibilities**
  - A. The Customer must have a valid license to use the Software from DTS.
  - B. The Customer shall notify the Support Organization of any Software problem together with complete information concerning the failure, as soon as possible after the problem has occurred.
  - C. The Customer will provide the Support Organization with the following:
    - i. name of nominated personnel who are competent to use the Software;
    - ii. access, both local and high-speed remote internet via VPN from Support

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- Organization's location(s) to the Software and computer(s) on which it resides;
- iii. adequate working space and facilities;
  - iv. access to and use fall information necessary to service the Software;
- D. The Customer shall be responsible for security of its confidential, proprietary and classified information as well as for the maintenance of adequate backup procedures for files, as DTS will not be responsible for loss of or altered files, data or programs;
- i. The Customer agrees to provide an Installation environment which meets the specified requirements of the computer on which the software is running.
- E. The Customer agrees to limit use of the Software Maintenance Services that are the subject of this Agreement to occasions when the Software fails to work as set forth in the user manuals or occasions where the user manuals are unclear.
9. **Travel Reimbursement and Shipping Expense**
- A. Where the Software is located at a distance beyond fifty miles (50 miles) from the Support Organization's office, a travel charge may be made by the Support Organization. If on site support is necessary. Customer agrees to reimburse DTS for such fees.
  - B. Customer will pay all shipping and media costs for Software Updates.
10. **Changes to Software Maintenance Agreement**
- A. During the terms of the Agreement no changes shall be made to the terms and conditions contained herein other than by variation agreed to by both parties and comprised in a written variation hereof.
  - B. DTS has the right to vary the charges made hereunder if the Customer wishes to extend the service hours beyond normal working hours referred to in Clause 5.
11. **Non-Payment**
- A. The Support Organization reserves the right to decline to provide Software Maintenance if any amounts invoiced by the Support Organization have not been paid by the Customer within seven (7) days of invoice.
12. **Notice**
- A. Any notice given in accordance with this Clause shall be deemed to be received by and served upon the other party on the date such letter would in the ordinary course of post have reached such address or on the date such notice is served or left at the relevant address (as appropriate) and in the case of facsimile shall be deemed to have been served on the day following the date of successful transmission.
  - B. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to- the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.
- If to DTS  
Document Technology Systems, Ltd.  
1729 Portage Trail Cuyahoga Falls, Ohio 44223 Phone: 330-928-5311  
Email: [mswihart@dts-doc.com](mailto:mswihart@dts-doc.com)
- If to Licensee:  
Delaware County Recorder 145 N. Union Street Delaware, Ohio 43015  
Phone: 740-833-2460  
Email: [mjordan@co.delaware.oh.us](mailto:mjordan@co.delaware.oh.us)
13. **Governing Law.**  
This Agreement shall be governed and construed in accordance with the laws of the State of Ohio and each party thereto submits to the jurisdiction of the Courts of that State and any Courts which may hear appeals there from.
14. **Assignment**  
The Customer may not assign this Agreement to a third party without the prior written agreement of DTS which agreement may be withheld in its complete discretion and without assigning any reason therefor.
15. **Force Majeure**  
DTS shall not be responsible or liable for failure to perform or observe, or for delay in performing or observing any obligation under this Agreement where such failure or delay arises from any cause beyond the control of DTS or the Support Organization (as appropriate), including, but not limited to, strikes, lockouts, industrial action, act of god, Insurrection, or civil commotion, or any other cause which DTS or the Support Organization

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(as appropriate) could not reasonably be expected to have foreseen and avoided.

16. Legal Fees
- If any litigation or arbitration is commenced to enforce any of the provisions of this Agreement, to recover damages for breach of any of the provisions of this Agreement, or to obtain declaratory, injunctive or specific relief in connection with any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover actual legal fees and costs on a solicitor/client basis, and expert witness fees and associated expenses incurred, and all other court costs and costs of the arbitration process irrespective of any laws or court rules to the contrary.
17. Entire Agreement
- This Agreement and the Cover Page and any variations subsequently made to the terms of this Agreement as provided herein, constitute the entire maintenance agreement between the parties in respect of the subject matter hereof and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
18. Severability
- If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, Including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
19. Headings
- Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent

Exhibit A (1-Year Contract) 2025-2026 - SMS Fee - \$73,286.00

Exhibit B (3-Year Contract)	
2025-2026 -	SMS Fee - \$73,286.00
2026-2027 -	SMS Fee - \$73,286.00
2027-2028 -	SMS Fee - \$73,286.00

Exhibit C (5-Year Contract)	
2025-2026 -	SMS Fee - \$ 73,286.00
2026-2027 -	SMS Fee - \$ 73,286.00
2027-2028 -	SMS Fee - \$ 73,286.00
2028-2029 -	SMS Fee - \$ 73,286.00
2029-2030 -	SMS Fee - \$ 73,286.00

\*\*\*Fee Schedule for the Renewal Term will be included in the Renewal Billing\*\*\*

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

10  
RESOLUTION NO. 25-516

IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CIVIC UPLIFT, LLC FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION SERVICES & GENERAL GRANT CONSULTING & ADMINISTRATION SERVICES:

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

WHEREAS, the Director of Finance and Deputy County Administrator/General Counsel evaluated the proposals submitted for the Community Development Block Grant (CDBG) Administration Services & General Grant Consulting & Administration Services and recommend approval of the Services Agreement between the Delaware County Board of Commissioners and Civic Uplift, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Services Agreement between the Delaware County Board of Commissioners and Civic Uplift, LLC for Community Development Block Grant (CDBG) Administration Services & General Grant Consulting & Administration Services:

SERVICES AGREEMENT  
Community Development Block Grant (CDBG) Administration Services &  
General Grant Consulting and Administration Services

This Agreement is made and entered into on July 14, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Civic Uplift, LLC, 6511 Bell Crossing Loop, Westerville, Ohio 43081 (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

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**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor shall provide Delaware County CDBG Urban County Administration Services and General Grant Consulting and Administration Services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated June 26, 2025, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”).
- 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 This Agreement is subject to the County’s Request for Competitive Sealed Proposals, including without limitation, the Delaware County Contract Provisions for Non-Federal Entity Contracts under Federal Awards, both of which are attached hereto and, by this reference, incorporated herein.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Finance 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, commencement, suspension or termination of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

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

**4 COMPENSATION**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Eighty-One Thousand Five Hundred Fifty-Six Dollars and Forty Cents (\$81,556.40) for CDBG program administration services without subsequent modification in writing signed by both Parties pursuant to Section 3.1. Compensation for general grant consulting and administration services shall be set forth in an addendum to this Agreement on a case-by-case basis, in accordance with the Proposal.
- 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 Services as set forth in the Proposal.

**5 NOTICES**

- 5.1 Any notices issued under this Agreement shall be served in writing via U.S. certified mail at the Parties’ respective addresses set forth above. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit official notices as contemplated herein.

**6 PAYMENT**

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

**7 COMMENCEMENT; TERM; DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Services upon written direction from the Project Manager and shall complete the Services in accordance with the Proposal and the Project Manager’s schedule and orders.
- 7.2 This Agreement shall be for in effect for the duration of the FY 2025 Delaware County Urban County CDBG Grant Program and may, by written agreement of the Parties, be extended to include FY 2026 and FY 2027.
- 7.3 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 Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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8.1 The County, upon written notice as specified in Section 5, may suspend or terminate this Agreement at any time for cause or 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 INDEMNIFICATION**

9.1 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.

**10 INSURANCE**

10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$250,000 each occurrence. Identical coverage shall be required to be provided by all subcontractors, if any.

10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$250,000 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.

10.3 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.

10.4 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 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

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

**11 MISCELLANEOUS TERMS AND CONDITIONS**

11.1 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.

11.2 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.

The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed Contractor of such classification and that no contributions will be made to OPERS. In support of being so informed, and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

11.3 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.

11.4 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

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- provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 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.
- 11.6 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.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 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 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   Absent

11  
RESOLUTION NO. 25-517

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS  
GREENERY RESIDENTIAL FOR ROAD IMPROVEMENTS TO SHANAHAN ROAD:

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

WHEREAS, on February 27, 2023, the Board of Commissioners (the “Board”) entered into a Developer’s Agreement with OP Greenery, LLC (the “Owner”) for the project known as Greenery Residential Road Improvements to Shanahan Road (the “Improvements”); and

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

WHEREAS, the County Engineer recommends the Board accept the Improvements in accordance with the

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Developer’s Agreement and release the bond being held as construction surety to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvements for Greenery Residential in accordance with the Developer's Agreement and releases the bond being held as construction surety to the Owner.

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

12  
RESOLUTION NO. 25-518

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR DEL WEBB NORTHSTAR SECTION 1 PHASE A AND DEL WEBB NORTHSTAR SECTION 1 PHASE B:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Del Webb Northstar Section 1 Phase A and Del Webb Northstar Section 1 Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Del Webb Northstar Section 1 Phase A and Del Webb Northstar Section 1 Phase B:

Del Webb Northstar Section 1 Phase A:

OWNER’S AGREEMENT  
**PROJECT NUMBER: 25026**

THIS AGREEMENT, executed on this 14<sup>th</sup> day of July, 2025, between Pulte Homes of Ohio LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Del Webb Northstar Sec 1 Ph A further identified as Project Number 25026, is governed by the following considerations to wit:

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

**OPTIONS:**

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Thousand Dollars and No Cents (\$30,000.00) 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

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maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$5,359,300.00
CONSTRUCTION BOND AMOUNT	\$5,359,300.00
MAINTENANCE BOND AMOUNT	\$536,000.00
INSPECTION FEE DEPOSIT	\$30,000.00

Del Webb Northstar Section 1 Phase B:

OWNER’S AGREEMENT  
**PROJECT NUMBER: 25027**

THIS AGREEMENT, executed on this 14<sup>th</sup> day of July, 2025, between Pulte Homes of Ohio LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Del Webb Northstar Sec 1 Ph B further identified as Project Number 25027 is governed by the following considerations to wit:

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

**OPTIONS:**

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute

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bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.

2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Thousand Dollars and No Cents (\$30,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$4,252,400.00
CONSTRUCTION BOND AMOUNT	\$4,252,400.00
MAINTENANCE BOND AMOUNT	\$425,300.00
INSPECTION FEE DEPOSIT	\$30,000.00

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

13  
RESOLUTION NO. 25-519

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

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

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

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

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0179 UT2025-0180	SPECTRUM SPECTRUM	WORTHINGTON RD & LEWIS CENTER HEATHERWAE LOOP & ABBOTSFORD GREEN DR	ROAD BORE ROAD BORE
UT2025-0181 UT2025-0182	SPECTRUM SPECTRUM	SWEETWATER CT CASCADE DR	REPLACE BURIED CABLE ROAD BORE

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

14  
RESOLUTION NO. 25-520

IN THE MATTER OF AUTHORIZING THE COUNTY TO ENTER INTO THE REGIONAL COUNCIL OF GOVERNMENTS FOR THE CENTRAL OHIO AREA AGENCY ON AGING, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT ESTABLISHING THE CENTRAL OHIO AREA AGENCY ON AGING AS A REGIONAL COUNCIL OF GOVERNMENTS, AND APPROVING THE BYLAWS OF THE REGIONAL COUNCIL OF GOVERNMENTS FOR THE CENTRAL OHIO AREA AGENCY ON AGING:

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

WHEREAS, Chapter 167 of the Revised Code provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, the Central Ohio Area Agency on Aging has been designated by the Ohio Department of Aging as the area agency on aging under section 173.011 of the Revised Code and 45 C.F.R. 1321.19 and as the PASSPORT Administrative Agency for the Designated Planning and Service Area comprised of the eight (8) central Ohio counties of Delaware, Fairfield, Fayette, Franklin, Licking, Madison, Pickaway and Union; and

WHEREAS, the Central Ohio Area Agency on Aging is transitioning from operation within the City of Columbus, Ohio to a stand-alone regional council of governments organized under Chapter 167 of the Revised Code to: better serve older adults and individuals with disabilities in its eight (8) county central Ohio Designated Planning and Service Area, further expand its service models, launch innovative programs to meet emerging community needs through regional cooperative arrangements, and comply with all applicable state and federal laws and regulation (“COAAA”); and

WHEREAS, by joining COAAA, Delaware County, Ohio (“County”) will be able to act jointly with other member political subdivisions in the eight (8) county central Ohio Designated Planning and Service Area to better serve the needs of older adults and individuals with disabilities through a regional cooperative organization;

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

Section 1. The Board of County Commissioners of Delaware County, Ohio (the “Board”) finds and determines that it is in the best interest of the County to create and join the COAAA for the purpose of serving the needs of older adults and individuals with disabilities within the County through a regional cooperative organization.

Section 2. The Board hereby approves, and authorizes and directs the President of the Board to execute and deliver, the Agreement Establishing the Regional Council of Governments for the Central Ohio Area Agency on Aging, as the same may be amended from time to time (the “CoG Agreement”). The CoG Agreement shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as may be approved by the President of the Board, which approval shall be conclusively evidenced by the execution of the CoG Agreement.

Section 3. The Board hereby approves and adopts the Bylaws of COAAA (in the form attached as Exhibit A to the CoG Agreement).

Section 4. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption and approval by the Board.

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

**15**  
**RESOLUTION NO. 25-521**

**IN THE MATTER OF APPOINTING COMMISSIONER JEFF BENTON AS THE COUNTY’S MEMBER REPRESENTATIVE TO THE COUNCIL OF THE REGIONAL COUNCIL OF GOVERNMENTS FOR THE CENTRAL OHIO AREA AGENCY ON AGING:**

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

WHEREAS, Chapter 167 of the Revised Code provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, the Central Ohio Area Agency on Aging has been designated by the Ohio Department of Aging as the area agency on aging under section 173.011 of the Revised Code and 45 C.F.R. 1321.19 and as the PASSPORT Administrative Agency for the Designated Planning and Service Area comprised of the eight (8) central Ohio counties of Delaware, Fairfield, Fayette, Franklin, Licking, Madison, Pickaway and Union; and

WHEREAS, the Central Ohio Area Agency on Aging is transitioning from operation within the City of Columbus, Ohio to a stand-alone regional council of governments organized under Chapter 167 of the Revised Code to: better serve older adults and individuals with disabilities in its eight (8) county central Ohio Designated Planning and Service Area, further expand its service models, launch innovative programs to meet emerging community needs through regional cooperative arrangements, and comply with all applicable state and federal laws and regulation (“COAAA”); and

WHEREAS, by joining COAAA, Delaware County, Ohio (“County”) will be able to act jointly with other member political subdivisions in COAAA’s eight (8) county central Ohio Designated Planning and Service Area to better serve the needs of older adults and individuals with disabilities through a regional cooperative organization; and

WHEREAS, by Resolution No. 25-520 adopted by the Board of County Commissioners, Delaware County, Ohio (the “Board”) on July 14, 2025, the Board authorized the County to (i) join COAAA, (ii) execute the Agreement Establishing the Regional Council of Governments for the Central Ohio Area Agency on Aging (“CoG Agreement”), and (iii) adopt bylaws for COAAA; and

WHEREAS, in accordance with the requirements of Chapter 167 of the Revised Code and the CoG Agreement, the Board must designate a person to serve as the representative of the County on the governing body of COAAA (“Council”) who is a member of the Board, an officer of the County chosen by the Board, or an appointee of such officer chosen by the Board (“Member Representative”);

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

Section 1. The Board designates Mr. Jeff Benton to serve as its Member Representative on the Council.

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Section 2. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption and approval by the Board.

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

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RESOLUTION NO. 25-522

**IN THE MATTER OF ACKNOWLEDGING THE WITHDRAWAL THE ANNEXATION PETITION FILED ON JUNE 3, 2025, BY AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 175.80 ACRES OF LAND IN DELAWARE TOWNSHIP AND 175.0 ACRES OF LAND IN TROY TOWNSHIP, FOR A TOTAL OF 350.80 ACRES TO THE CITY OF DELAWARE:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to acknowledge the withdrawal of the annexation petition filed on June 3, 2025, by agents for the petitioner, Michael R. Shade, Attorney-At- Law, requesting annexation of 175.80 acres of land in Delaware Township and 175.0 acres of land in Troy Township, for a total of 350.80 acres to the City of Delaware;

WHEREAS, on July 9, 2025, agent for the petitioner, Michael R. Shade, Attorney-At-Law, filed a letter withdrawing the petition filed on June 3, 2025, for annexation of 175.80 Acres of land in Delaware Township and 175.0 Acres of land in Troy Township, or a total of 350.80 acres to the City of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby acknowledges the withdrawal of the annexation petition filed on June 3, 2025, by agent for the petitioner, Michael R. Shade, Attorney-At-Law, for annexation of 175.80 Acres of land in Delaware Township and 175.0 Acres of land in Troy Township, or a total of 350.80 acres to the City of Delaware.

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

17  
ADMINISTRATOR REPORTS

**DCA Huston** – gave update on Ohio Health and Anthem contract negotiations.

**Attorney Hochstettler** – Nothing to report.

18  
COMMISSIONERS’ COMMITTEES REPORTS

**Commissioner Merrell** – Nothing to report.

**Commissioner Benton** – Homeport is working on redeveloping the old County Engineer property. Congratulations to the EMS Department on the accreditation.

19  
RESOLUTION NO. 25-523

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

It was moved by Mr. Merrell, seconded by Mr. Benton, 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

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involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

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

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

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

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

**20**  
**RESOLUTION NO. 25-524**

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

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

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

There being no further business, the meeting adjourned.

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Jeff Benton

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Barb Lewis

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Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners