

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

UPDATE ON DELAWARE COUNTY DKMM ACTIVITY REPORT JANUARY TO JUNE, 2025

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 21, 2025

5
RESOLUTION NO. 25-527

IN THE MATTER OF PROCLAIMING JULY 20-26, 2025, AS PRETRIAL, PROBATION AND PAROLE SUPERVISION WEEK IN DELAWARE COUNTY:

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

WHEREAS, community corrections is an essential part of the justice system, and community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; work in partnership with community agencies and groups; and promote prevention, intervention and advocacy for community and restorative justice; and

WHEREAS, community corrections professionals provide services, support and protection for victims; and

WHEREAS, community corrections professionals are a true force for positive change in their communities.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby proclaim July 20-26, 2025, as Pretrial, Probation and Parole Supervision Week and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

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

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RESOLUTION NO. 25-528

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY EMERGENCY COMMUNICATIONS DEPARTMENT, AND ENVIRONMENTAL COMFORT, LLC (DBA EC POWER) FOR AN ADDITIONAL UPS BATTERY UNIT FOR THE COUNTY’S PRIME TOWER SITE:

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

WHEREAS, the Director of Emergency Communications and Director of Facilities recommend the installation of uninterrupted power source equipment at the county’s prime tower site; and

WHEREAS, the equipment is available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, a political subdivision may purchase supplies from another party instead of through participation in Program contracts if the political subdivision can purchase those supplies or services from another party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

WHEREAS, the necessary equipment is available from another party, Environmental Comfort, LLC (DBA EC Power), upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

WHEREAS, the Director of Emergency Communications and Director of Facilities recommend approval of the services agreement with Environmental Comfort, LLC (DBA EC Power);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the services agreement with Environmental Comfort, LLC (DBA EC Power) for additional UPS equipment for the County’s Prime Tower Site, as follows:

SERVICES AGREEMENT

This Agreement is made and entered into on July 21, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Environmental Comfort, LLC dba EC Power, 1711 Arlingate Lane, Columbus, Ohio 43228 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall provide and install two (2) Eaton 9155 15kVA, Single Phase Online Tower UPSs, six (6) Eaton 9155 Extended Battery Modules, and one (1) Eaton PW9155 Parallel Tie Cabinet at the County’s Prime Tower Site located at 1251 US 23 North, Delaware, Ohio 43015 (the “Services”). The Contractor shall perform the Services in a workmanlike manner.

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- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Quote, dated May 22, 2025 (the "Proposal"), attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension 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 Contractor's Proposal.
- 4.2 For all Services, the lump sum fee shall be \$138,620.00.
- 4.3 Total compensation under this Agreement shall not exceed \$138,620.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services, promptly, diligently, in a workmanlike manner, and in accordance with the Contractor's Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8 INDEMNIFICATION

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

9 INSURANCE

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

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees,

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representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, the Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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RESOLUTION NO. 25-529

**IN THE MATTER OF APPOINTING MEMBERS TO THE MILLSTONE COMMUNITY
AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on December 8, 2005, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 05-1627, establishing the Millstone Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 05-1627 and section 349.04 of the Revised Code; and

WHEREAS, the terms for three citizen members and one local government representative have expired; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to make the necessary appointments of members of the board of trustees of the Millstone Community Authority;

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

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

Section 2. The Board of Commissioners hereby approves the appointment of the following members to the Millstone Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Laura Hendricks	December 7, 2025
Citizen Member	Bob Letterio	December 7, 2025
Citizen Member	Kari Dennis	December 7, 2026

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Local Government Representative	Seiji Kille	December 7, 2026
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Section 3. The appointments approved herein shall be effective immediately upon adoption of this resolution.

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

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RESOLUTION NO. 25-530

IN THE MATTER OF APPROVING THE THIRD ADDENDUM TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND ADVANCED CORRECTIONAL HEALTHCARE, INC. FOR INMATE MEDICAL SERVICES:

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

WHEREAS, the Delaware County Sheriff and his staff recommend approval of the third addendum to the agreement with Advanced Correctional Healthcare, Inc., for inmate medical services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners, Ohio, hereby approves the following addendum to the agreement with Advanced Correctional Healthcare, Inc.:

THIRD ADDENDUM TO THE AGREEMENT FOR THE PROVISION OF HEALTH CARE TO INCARCERATED PATIENTS DELAWARE COUNTY, OHIO

This Addendum, effective as of the date of the last signature hereto, is entered into by and between the County of Delaware, located in the State of Ohio, whose principal place of business is 91 N. Sandusky Street, Delaware, Ohio 43015, and the Delaware County Sheriff in their official capacity, whose principal place of business is 1776 State Route 521, Delaware, Ohio 43015 (hereinafter collectively referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as " ACH"), a corporation whose principal place of business is 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067. This Addendum modifies the Agreement for the Provision of Health Care to Incarcerated Patients, Delaware County, Ohio, initially entered into on March 28, 2022 (hereinafter referred to as " the Agreement").

Except as set forth in this or any previous Addendum, all other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect. If there is conflict between this Addendum and the Agreement or any earlier addendum, the terms of this Addendum will prevail.

The parties agree, pursuant to Section 4.1 (TERM), that the Agreement will be renewed for a single 1-year period from April 1, 2025 at 12:01 A.M. to March 31, 2026 at 11:59P.M.

Sections 1.6 and 1.6.1 are hereby amended to read as follows:

1.6. MEDICAL CLAIMS RE-PRICING. Upon the county's request, ACH will have the county's medical claims re-priced. Once claims are received, the applicable discount will be calculated (if any) and the integrity of the claim will be confirmed prior to returning the claim to the county for payment. The county agrees to pay ACH \$17/claim. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

Section 1.10 is hereby amended as follows:

1.10 OCCUPATIONAL HEALTH.

1.10.1 CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.

1.10.2 FACE-TO-FACE OFFICER WELLNESS CHECKS (ROUTINE AND/OR STATE MANDATED). Upon the facility's request, ACH will coordinate a QMHP. Price ranges from \$150 per hour to \$300 per hour. Minimum 1-hour increments. In-person or telehealth.

1.10.3 FITNESS FOR DUTY EVALUATIONS (EVALUATION FOR HIRE, ROUTINE EVALUATION, AND/OR TRIGGERED EVALUATION). Price is case-by-case. In- person or telehealth.

Section 1.14.1 is hereby amended as follows:

1.14.1.1 The physician will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed (estimate 8 hours). We estimate (but do not limit) the number of hours per week of onsite time. The county agrees to pay, on

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a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). The physician shall provide administrative oversight to the medical department, weekly on-site clinical services, and provide 24-hour a day, 7 days per week, 365 days per year on-call availability. Prescriber time is not credited back because they're on-call 24/7/365.

Section 1.14.2 is hereby amended as follows, but all unchanged subparts of this section shall continue in full force and effect:

1.14.2.1 NURSING ACH will arrange for on-site nursing coverage for 308 hours per week on a schedule approved by the county.

Section 1.14.3 is hereby amended as follows:

1.14.3 The county agrees to pay, on a monthly basis, for hours worked that exceed the 308 hours per week schedule. When requesting payment for hours that exceed the 308 hours per week standard schedule, ACH shall bill the extra hours at the rate of the particular worker(s) who provided services after the 308-hour threshold was met. For purposes of this provision, one week is to be calculated as commencing on 12 :00 AM on Saturday and ending at 11 :59PM on the following Friday. For absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).

Section 1.14.4 is hereby amended as follows:

1.14.4 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, ACH will coordinate a QMHP at the following rates (which may increase annually) (minimum 1-hour increments). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.

	If not contracted for an onsite OMHP	If contracted for an onsite OMHP
In-person (face to face)	\$300/hr	\$200/hr
Telehealth	\$175 / hr	\$ 150 / hr

1.14.4.1 PREA-VICTIM ADVOCACY. The county may designate Freedom Behavioral Health to provide post-incident victim advocacy as required by PREA Standard 115.21, and outside confidential support services as required in PREA Standard 115 .53. Section 1.14 .4' s QMHP rates apply.

Section 1.17 is hereby added to the Agreement as follows:

1. 17 OFFICER TRAINING. The facility will have access to Spark Training's online officer training, should the facility choose to onboard with Spark Training. On-site training through Spark Training is also available upon request.

1.17.1 PREA - MEDICAL SPECIALTY TRAINING. This training is in addition to the annual PREA training that is already required. It is available through Spark Training. Proof of this training is specifically requested by PREA auditors.

Section 3.1 is hereby amended as follows:

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$1,746,939.83 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$145,578.32 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge, unless such invoice contains defects that does not allow county to render payment according to its payment processes. In such cases, no financing charge may be assessed unless payment is still not made by county within 30 days after the receipt of a corrected and conforming invoice.

Section 3.3.2 is hereby amended as follows:

3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.79 per patient per day.

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(Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.79 x 91)

Article 6: EMR is hereby added to the Agreement as follows:

- 6.1 SOFTWARE UPDATES/UPGRADES. Automatic and free.
- 6.2 TECHNICAL SUPPORT. ACH will provide technical support regarding the EMR to the county 24/7, including holidays. Troubleshooting the EMR software is free and unlimited. If the county asks ACH to troubleshoot county-owned systems/hardware, the county agrees to pay ACH at the rate of \$200 per hour after the first hour (the first hour is free). This rate will increase annually.
- 6.3 TRAINING. Initial orientation training in the use of the EMR will be provided at the time of startup. Online training is free and unlimited. The county agrees to pay for any additional on site training at the rate of \$100 per hour, plus travel expenses (transportation, meals, lodging, etc.) this rate will increase annually.
- 6.4 USER ACCOUNTS. Free and unlimited.

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

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RESOLUTION NO. 25-531

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation		
From:	To:	
10031303-5260	10031303-5450	\$9,800.00
Sheriff Jail Inv Tool, Equip, Furn 1000-4999	Sheriff Jail Machinery & Equip (>\$5,000)	

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

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RESOLUTION NO. 25-532

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds		
From:	To:	
66211900-5801	66611900-4601	
SRF Operations & Maintenance/Cash Transfer	URS Operations & Main Projects/Interfund Revenues	9,250,000
66211900-5801	66711900-4601	
SRF Operations & Maintenance/Cash Transfer	Capital Development Projects/Interfund Revenues	8,500,000

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

11
RESOLUTION NO. 25-533

IN THE MATTER OF AUTHORIZING AN APPLICATION FOR FEDERAL ASSISTANCE THROUGH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

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

WHEREAS, the County Administration requests authorization to submit an application for federal funding assistance through the US Department of Housing and Urban Development:

Source: US Department of Housing and Urban Development

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CFDA #: 14.218
Title: Community Development Block Grant

Grant Amount: \$407,782.00
10% Local Match: 0.00
Total Grant Amount: \$407,782.00

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

Section 1. The Board hereby authorizes the submission of an application for federal funding assistance through the Community Development Block Grant program.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Director of Finance shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

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RESOLUTION NO. 25-534

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BYERS, MINTON & ASSOCIATES, LLC FOR GOVERNMENT AFFAIRS CONSULTING SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the County Administrator recommends approval of an agreement between the Delaware County Board of Commissioners and Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the agreement with Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County, as follows:

PROFESSIONAL SERVICES AGREEMENT
Government Affairs Consulting

This Agreement is made and entered into on July 21, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Byers, Minton & Associates, LLC, 88 East Broad Street, Suite 1650, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide government affairs consulting services to the County (the “Services”). The County is authorized to contract for the Services, pursuant to section 9.36 of the Revised Code, for the following purposes: (a) keeping the County informed of legislation and regulations that affect County rights and obligations; (b) assisting the County in organizing its operations and finances to address changes in legislation and regulations; and (c) identifying, proposing, and advocating for legislation and regulations that benefit County operations.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant’s Proposal presented to the County on June 27, 2025 (the “Proposal”), which is attached hereto and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed \$66,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.
- 4.3 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal and subject to approval by the County Administrator.
- 4.4 Invoices shall be submitted to the County Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 4.5 The County shall pay invoices within thirty (30) days of receipt.

5 COMMENCEMENT AND COMPLETION OF SERVICES; TERM; TERMINATION

- 5.1 The Consultant shall commence Services on August 1, 2025 and shall complete the Services in accordance with the Proposal at the County Administrator's direction. The term of this Agreement shall continue through July 31, 2026, unless earlier terminated as provided herein.
- 5.2 Upon expiration of the term of this Agreement, the Parties may let the Agreement expire, renew for an additional agreed upon term, or continue on a month-to-month basis at a monthly compensation rate agreed to in a writing signed by both Parties.
- 5.3 The County or the Consultant may, upon at least thirty (30) days' written notice, suspend or terminate this Agreement for any reason, at which time the Consultant shall suspend or terminate Services in accordance with the written notice.
- 5.4 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the effective date of termination. The County is not liable for payment for Services performed after the effective date of termination.

6 CHANGE IN SCOPE OF SERVICES

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

7 OWNERSHIP

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

8 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

9 INDEMNIFICATION

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

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

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

10 INSURANCE

- 10.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the County Administrator determines will reasonably protect the County and Consultant.
- 10.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 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 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: Consultant 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 they have authority to sign this Agreement or have been duly authorized by their principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

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- 11.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 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.

(A copy of the Proposal is attached to the execution copy of the Agreement and shall be retained in accordance with the applicable records retention schedule.)

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

13
RESOLUTION NO. 25-535

IN THE MATTER OF APPROVING AN AUDIO/VIDEO SYSTEMS MAINTENANCE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY COMMON PLEAS COURT, GENERAL DIVISION; THE DELAWARE COUNTY COMMON PLEAS COURT, DOMESTIC RELATIONS DIVISION; AND ELECTRONIC SPECIALTY COMPANY:

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

WHEREAS, the Delaware County Common Pleas Court Administrators recommend approval of the Audio/Video Systems Maintenance Agreement between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court, General Division; the Delaware County Common Pleas Court, Domestic Relations Division; and Electronic Specialty Company;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Audio/Video Systems Maintenance Agreement between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court, General Division; the Delaware County Common Pleas Court, Domestic Relations Division; and Electronic Specialty Company:

2025-2027 AUDIO/VIDEO SYSTEMS MAINTENANCE AGREEMENT

This Agreement is entered into this July 21, 2025, by and between the Board of Commissioners, Delaware County, Ohio (“BOC”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Common Pleas Court, General Division, Delaware County, Ohio (“General Division”), whose principal place of business is located at 117 North Union Street, 500 Level, Delaware, Ohio 43015, the Common Pleas Court, Domestic Relations Division, Delaware County, Ohio (“DR Division”), whose principal place of business is located at 117 North Union Street, 400 Level, Delaware, Ohio 43015 (General Division and DR Division collectively “Court”)(Court and BOC collectively “County”) and Electronic Specialty Company (“ESC”), whose principal place of business is located at 1325 Dunbar Avenue, P.O. Box 400, Dunbar, West Virginia 25064 (individually “Party,” collectively, “Parties”).

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which ESC will provide maintenance and service for Audio/Video Equipment and Systems (collectively “AV Systems”) owned by the County and used by the Court (collectively “Services”). Such AV Systems are located at 117

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North Union Street, Delaware, Ohio 43015.

2. **TERM**
This Agreement shall become effective on and be inclusive of the date the last Party signs this Agreement. Services shall begin on January 1, 2025 and continue through December 31, 2027, unless otherwise terminated as provided in this Agreement.
3. **RENEWAL**
This Agreement may be renewed for any period of time, subject to the same terms and conditions provided herein and upon any such terms and conditions agreed to in writing and signed by the Parties.
4. **SCOPE OF SERVICES**
ESC shall provide all of the Services listed under “Proposed Scope of Service Agreement” on page 2 of ESC Quote GOV-050625-MW1 dated May 13, 2025 (“Quote”), attached as Exhibit 11. The Services listed in the Quote as being provided at 6 and 12 months shall be fully provided during such months of each year of the Agreement.

Before beginning the Services, ESC shall provide to the Court the following items as listed in the Quote:

- Detailed information regarding the onsite training;
- Detailed information regarding systems inspection, testing and reporting services;
- Detailed information regarding the Offsite Remote Services;
- A complete copy of the Onsite Labor Warranty;
- A complete copy of the “Factory Sponsored Equipment Warranty;” and,
- A complete copy of the “Factory Sponsored Technical Services, Software & Firmware Agreement.”

ESC shall coordinate and schedule the performance of all Services in advance with the court administrator for the respective Court. All firmware updates shall be scheduled to be installed after regular business hours and when the Court is not in session and hearings are not being held. All Services shall be performed in a timely, professional, and ethical manner.

5. **FINANCIAL AGREEMENT**
- A. Fees.**
In exchange for ESC satisfactorily performing the Services, as solely determined by the Court, the Court shall pay ESC a total fee of \$36,000.00.
- B. Maximum Payment**
The maximum amount payable pursuant to this Agreement is \$36,000.00.
- C. Taxes**
The County and all boards, departments, offices, and agencies thereof are exempt from all federal, state, and local taxes. As such, the Court shall not be invoiced for and shall not pay any taxes. A tax-exempt certificate shall be provided to ESC upon request.
- D. Competitive Bidding Not Required**
Consistent with R.C. § 307.86 this Agreement is not required to be competitively bid.
- E. Invoice and Payment**
To receive payment, ESC shall:
- Submit to the Court a completed federal IRS W-9 form (Exhibit 2).
 - Submit to the Court a proper detailed invoice. A proper detailed invoice is defined as an invoice free from defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:
 - ESC's full name, address, telephone number, and facsimile number;
 - Name of a contact person with ESC in charge of billing, including a telephone number and email address for such contact person;
 - ESC's federal employer identification number;
 - Court's full name and address;
 - Detail, including, but not limited to, a description of the Services to be or that have been provided and term (dates) the Services will be or have been provided.
 - Itemized costs, including, but not limited to, rates, applicable discounts, the formula/means of arriving at the total amount owed, and total amount owed.

As applicable, the invoice shall be accompanied by documentation, satisfactory to the Court, supporting the invoiced amount.

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Upon submission of a proper detailed invoice and, if applicable, any accompanying documentation, payment shall be made to ESC within thirty (30) days of the date of the invoice.

Defective invoices shall be returned to ESC noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

6. INDEPENDENT CONTRACTOR

ESC agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

ESC assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for performance of this Agreement and/or other services and/or deliverables rendered and/or received under or pursuant to this Agreement.

ESC and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the BOC, Court, or Delaware County, Ohio.

**7. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/
NO CONTRIBUTION TO OPERS**

The County is a public employer as defined in R.C. § 145.01(D). The County has classified ESC 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 ESC and/or any of its officers, officials, directors, employees, representatives, agents, volunteers, and/or subcontractors for performance of the Services, this Agreement, and/or other services and/or deliverables rendered and/or received under or pursuant to this Agreement. ESC acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. ESC has five (5) or more employees. By signature of its authorized representative below, ESC hereby certifies such fact in lieu of completing an OPERS Non-Member Acknowledgment Form:

Owen S. Higgins II
President
Electronic Specialty Company

8. INDEMNITY

ESC shall provide indemnity as follows:

- A.** To the fullest extent of the law and without limitation, ESC agrees to and shall indemnify and hold free and harmless the BOC, Court, Delaware County, Ohio, and all of their respective boards, officers, officials, directors, employees, volunteers, agents, and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, damage, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to ESC’s or any subcontractor’s performance of this Agreement or the actions, inactions, or omissions of ESC or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of ESC’s or any subcontractor’s boards, officers, officials, directors, employees, volunteers, agents, or representatives. ESC agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that ESC shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. ESC further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that ESC shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees.
- B.** ESC shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of ESC, its subcontractors, and/or their respective boards, officers, officials, directors, employees, volunteers, agents, or representatives.

9. INSURANCE

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ESC shall be bonded and shall carry and maintain throughout the term of the Agreement, without lapse, the following policies of insurance with the following minimum coverage limits.

A. Commercial General Liability Insurance with minimum coverage limits of at least one million dollars (\$1,000,000.00) per occurrence, with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used. This insurance shall include, but not be limited to, the following coverage:

1. Premises-Operations
2. Product and Completed Operation
3. Broad Form Property Damage
4. Contractual
5. Personal Injury

B. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with minimum coverage limits of at least two million dollars (\$2,000,000.00).

C. Motor Vehicle/Automobile Insurance covering all owned, leased, non-owned, and/or hired vehicles used by ESC in connection with this Agreement with minimum coverage limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

D. Worker's Compensation Insurance as required by Ohio law and any other state in which Services and/or work will be performed.

Prior to commencement of this Agreement, ESC shall present to the Court current certificates of insurance for the above required policies of insurance. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

The BOC, Court, and Delaware County, Ohio shall all be named as additional insureds on the policy(ies) of insurance required by 9(A) and 9(B) above and such designation shall appear on the certificates of insurance.

ESC shall be responsible for any and all premiums for all required policy(ies) of insurance.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The insurer shall provide at least thirty (30) days written notice to the Court before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place. Acknowledgment of such requirement shall be shown on the provided certificates of insurance.

If there is any change in insurance carrier or liability amounts and/or upon renewal, a new certificate of insurance must be provided to the Court within seven (7) calendar days of any change or prior to renewal.

During the term of the Agreement, the Court may require ESC to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Court shall retain any and all such other and further rights and remedies as are available to it at law or in equity.

10. WARRANTY

ESC hereby warrants that all of its and its subcontractor's officers, officials, directors, employees, volunteers, agents, and representatives that have or will perform the Services were, are, or, will be at the time of performance, legally and properly trained and/or licensed to perform the tasks they are required to perform under this Agreement.

ESC also hereby warrants that the Services that it provides pursuant to this Agreement are correct, accurate, performed properly, and are free from defect. ESC, without cost to the Court, shall promptly and properly fix, correct, re-perform, and/or replace the Services, any deliverable, or any portion thereof provided pursuant to this Agreement that, in the sole discretion of the Court, is/are defective and/or not satisfactorily performed.

11. CONFIDENTIALITY

ESC understands and agrees that in the performance of this Agreement it and/or its subcontractors may have access to confidential information of the Court, parties to litigation before the Court, and/or that is required to remain confidential by law, rule, or regulation. ESC and its subcontractors shall hold

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such information in confidence and shall not, without the prior written consent of the Court, disclose it to any third-party or use it for any purpose other than in performance of this Agreement. ESC shall be responsible for assuring that its employees and subcontractors comply with this requirement of confidentiality. This obligation of confidentiality shall not apply to any of the following types of information:

- Information that is generally available to the public through no act or omission of ESC or its subcontractors; or,
- Information that becomes known to ESC or its subcontractors through a third-party with no obligation of confidentiality.

Notwithstanding any other termination provision contained in this Agreement, the Court may immediately terminate this Agreement, if, in the sole discretion of the Court, the Court determines that actions of ESC, any ESC employee, or any ESC subcontractor resulted in a breach of confidentiality and/or any violation of this obligation to maintain confidentiality. In the event of such termination, all unearned compensation shall be immediately refunded by ESC to the Court.

To the fullest extent of the law and without limitation, ESC agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any breach or violation of confidentiality, in whole or in part, by ESC, any ESC employee, or any ESC subcontractor. In the event of a breach or violation of confidentiality, ESC shall take any and all necessary and appropriate action and cooperate with the Court to arrest the breach or violation, mitigate the effects of the breach or violation, and protect any victims of the breach or violation, by including, but not limited to, if required by the event, the purchase and payment for, at no cost to the BOC, the Court, or Delaware County, Ohio, of appropriate identify theft protection and/or insurance for the victims of such breach or violation. Additionally, ESC agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that ESC shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. ESC further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that ESC shall pay, settle, compromise and/or procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.

12. LICENSES

ESC certifies and warrants that it, its employees, and/or subcontractors have obtained and maintain current all approvals, licenses, including operator (driver's) licenses, certifications, permits, and/or other qualifications or prerequisites (collectively "Licenses") necessary to fully perform this Agreement and to conduct business in the state of Ohio. ESC further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason. Proof of such Licenses shall be promptly provided upon request.

13. RECORDS RETENTION/ACCESS

Records related to this Agreement shall be retained and be available for access as follows:

A. Retention: For a minimum of three (3) years after expiration or termination of this Agreement or as otherwise required by any applicable law, regulation, rule, or records retention schedule, whichever requires the longest retention period ("Retention Period"), ESC shall retain and maintain all books, records, documents, papers, subcontracts, invoices, receipts, reports, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records"). If an audit, litigation, prosecution, or other action (collectively "Action") is initiated during the term of this Agreement or during the Retention Period, ESC shall retain and maintain the Records until the Action is concluded and all issues are resolved or the longest applicable Retention Period has expired, whichever is later.

B. Access: At any time during regular business hours (M-F, 8:00AM-5:00PM prevailing Eastern Time in the United States) and with reasonable notice, ESC shall make available to the Court or its authorized representatives, at no cost and within a reasonable period of time, any and/or all Records. The Court or its authorized representatives shall be permitted to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.

14. TERMINATION

This Agreement may be terminated as follows:

A. Convenience:

The Court may terminate this Agreement for convenience at any time and for any reason by giving at least seven (7) days advance notice, in writing, to ESC.

The Parties may terminate this Agreement for convenience at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and

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permit the breaching or defaulting Party to remedy the breach or default within a stated reasonable period of time. If the breach or default is not satisfactorily remedied within the stated period of time, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The terminating Party shall provide prompt written notice of such termination to the other Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that ESC shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination. All unearned compensation shall be immediately refunded by ESC to the Court.

If the Agreement is terminated pursuant to this Section, ESC shall have no cause of action against the BOC, Court, and/or Delaware County, Ohio, except for a cause of action for non-payment for Services satisfactorily rendered prior to the effective date of termination. The County, without limitation, retains and reserves and may exercise any available administrative, contractual, or equitable rights, legal actions, or remedies.

15. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the County, any waiver shall be approved by the Court.

16. NOTICES

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail, return receipt requested, by nationally recognized and reputable overnight courier, return receipt requested, by email, read receipt requested, or hand delivered to the following individuals at the following addresses and shall be effective on the date sent or hand delivered:

GENERAL DIVISION

Kristin Schultz
Court Administrator
Delaware County Common Pleas Court
General Division
117 North Union Street, 500 Level
Delaware, OH 43015
Email:
kschultz@co.delaware.oh.us

DR DIVISION

Larry McQuain
Court Administrator
Delaware County Common Pleas Court
Domestic Relations Division
117 North Union Street, 500 Level
Delaware, OH 43015
Email:
lmquain@co.delaware.oh.us

ESC

Mark Wood
AV Manager
Electronic Specialty Company
1325 Dunbar Avenue
P.O. Box 400
Dunbar, WV 25064
Email:
MarkW@electronicspecialty.com

17. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

ESC, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Owen S. Higgins II
President
Electronic Specialty Company

18. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES

ESC, 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.

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Owen S. Higgins II
President
Electronic Specialty Company

19. NON-DISCRIMINATION

ESC certifies that it is an equal opportunity employer and that in the performance of this Agreement, ESC shall comply with all federal, state, and/or local non-discrimination laws and shall not discriminate against any employee, customer, client, or any other person by reason of race, color, religion, sex, sexual orientation, gender identity, Vietnam-era veteran status, age, handicap, national origin, or ancestry.

20. PROHIBITED INTEREST

ESC agrees that no employee of the County during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. ESC agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the date this Agreement expires or is terminated without the prior express signed written consent of the County.

21. CONFLICT OF INTEREST

ESC is unaware of and, to the best of its knowledge, certifies that there are no conflicts of interest, involving either it or its officers, officials, directors, employees, representatives, agents, volunteers, and/or subcontractors, that would prohibit ESC from entering this Agreement and agrees to immediately notify the Court when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of this Agreement.

22. DRUG FREE ENVIRONMENT

ESC agrees to comply with all applicable federal, state, and local laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. ESC shall make a good faith effort to ensure that all of its employees, when performing this Agreement, will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

23. COUNTY/COURT POLICIES

ESC shall be bound by, conform to, comply with, and abide by all current applicable Court and Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use & Cybersecurity Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its boards, board members, officers, officials, directors, employees, representatives, agents, volunteers, and/or subcontractors performing the Services and/or work under this Agreement (collectively "Employees") to comply with County Policy and shall be responsible for such compliance. Notwithstanding any other termination provision of this Agreement, the County may, in its sole discretion, immediately terminate this Agreement for failure of ESC or any of its Employees to comply with Court or County Policy. Copies of Court and County Policy are available upon request or County Policy is available online at: <http://www.co.delaware.oh.us/index.php/policies>.

The Court and County reserve the authority to change, amend, replace, enact, repeal, and/or rescind Court and/or County Policy at any time and without notice.

24. AUDIT

ESC agrees to submit to audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority. ESC agrees to reimburse the Court the amount of any identified audit exception.

25. SUBCONTRACTING

ESC may subcontract any portion of this Agreement with prior written approval of the Court, such approval not to be unreasonably withheld. If all or any portion of this Agreement is subcontracted, any subcontractor shall be bound by all terms of this Agreement and ESC shall continue to act as the prime contractor for all subcontracted Services and/or work and shall assume full responsibility for the performance of the Services and/or work. ESC shall remain the sole point of contact and shall be ultimately responsible for the performance of the Services and/or work.

26. ASSIGNMENT

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the prior express signed written consent of the County, except that ESC may assign this Agreement to a successor in interest in all its business.

27. AUTHORITY

The County is authorized by including, but not limited to, R.C § 307.843 to enter this Agreement.

28. NO EXCLUSIVITY

ESC shall not be an exclusive provider to the Court. The Court, in the Court's sole discretion, may utilize other contractors to provide or perform the same or similar products, work, or services.

29. GOVERNING LAW AND VENUE

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 a court of proper

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jurisdiction in Delaware County, Ohio and such court shall be deemed to have jurisdiction and venue. ESC hereby irrevocably consents to such applicable law, venue, and jurisdiction.

30. INCORPORATION OF EXHIBITS

The following exhibits are attached to this Agreement and by this reference incorporated into and made a part of this Agreement:

- Exhibit 1 - ESC Quote GOV-050625-MW1 dated May 13, 2025
- Exhibit 2 - IRS W-9 Form

To the extent that any terms and conditions of this Agreement conflict with those contained in the attached exhibits, the terms and conditions of this Agreement shall prevail.

31. HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

32. DRAFTING

This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.

33. SURVIVAL

The following sections of this Agreement shall survive termination:

- 8 (Indemnity),
- 9 (Insurance),
- 11 (Confidentiality),
- 13 (Records Retention/Access),
- 24 (Audit),
- 29 (Governing Law and Venue),
- 30 (Incorporation of Exhibits),
- 33 (Survival),
- 37 (Signatures),
- 38 (Entire Contract).

34. FORCE MAJEURE

The Parties shall be temporarily excused from performance under this Agreement and shall not be entitled to impose any penalty as a result of any delay in performance or interruption of payments caused by reason of war, insurrection, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, epidemic, pandemic, strike, supplier and third party failure, lockouts, or labor difficulties, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties (“Force Majeure”). Such excusal from performance or interruption of payments shall continue until such Force Majeure ceases to exist or the Agreement is terminated as provided herein. Any Party affected by a Force Majeure shall immediately provide written notice of such Force Majeure to the other Party and make every effort to expeditiously resolve the Force Majeure and resume performance.

35. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

36. COUNTERPARTS

This Agreement may be executed in counterparts.

37. SIGNATURES

Any person executing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to execute this Agreement on such principal’s behalf and are authorized to bind such principal.

38. ENTIRE CONTRACT

This Agreement, including its exhibits, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements/contracts relating to the subject matter hereof, whether written or oral, and may only be amended in writing with the mutual written and signed consent of the Parties.

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

**14
RESOLUTION NO. 25-536**

**IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR CLARKSHAW CROSSING
SECTION 3 PHASE A:**

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

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WHEREAS, the Engineer recommends approving the Owner's Agreement for Clarkshaw Crossing Section 3 Phase A; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Clarkshaw Crossing Section 3 Phase A:

OWNER'S AGREEMENT
PROJECT NUMBER: 25031

THIS AGREEMENT, executed on this 21st day of July, 2025, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Clarkshaw Crossing Sec 3 Ph A further identified as Project Number 25031 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 Five Thousand Two Hundred Dollars and No Cents (\$35,200.00) 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.

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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	\$440,400.00
CONSTRUCTION BOND AMOUNT	\$440,400.00
MAINTENANCE BOND AMOUNT	\$44,100.00
INSPECTION FEE DEPOSIT	\$35,200.00

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

15
RESOLUTION NO. 25-537

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON HOME ROAD (CR#124):

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

WHEREAS, a request has been made by the Delaware County Engineer (the “Engineer”) that the statutory vehicular speed established by section 4511.21 of the Revised Code is greater than that considered to be safe and reasonable on Home Road (CR#124) between State Route 745 and the overpass of CSX Railroad (0.36 miles east of Sawmill Parkway) in Delaware County, Ohio; and

WHEREAS, the Engineer has cause to conduct engineering and traffic investigations upon the sections of roads described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder, roadway characteristics, and road width and development), the allegation that the statutory speed limit of 55 MPH is unrealistic upon the sections of roads; and

WHEREAS, the Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of section 4511.21 of the Revised Code, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations and determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on Home Road (CR #124) between State Route 745 and the overpass of CSX Railroad (0.36 miles east of Sawmill Parkway), in Delaware County, Ohio;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe speed limit on the sections of roads described above.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limits on the sections of roads described above, the Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

16
RESOLUTION NO. 25-538

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTHSTAR IVY WOOD SECTION 2; DEL WEBB NORTHSTAR SECTION 1 PHASE A; DEL WEBB NORTHSTAR SECTION 1 PHASE B; AND MERCEDES BENZ BERKSHIRE:

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

WHEREAS, Northstar Residential Development, LLC has submitted the plat of subdivision for Northstar Ivy Wood Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Pulte Homes of Ohio, LLC has submitted the plat of subdivision for Del Webb Northstar Section 1 Phase A and B, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, M20 Realty LLC has submitted the plat of subdivision for Mercedes Benz Berkshire, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Northstar Ivy Wood Section 2; Del Webb Northstar Section 1 Phase A and B; and Mercedes Benz Berkshire:

Northstar Ivy Wood Section 2:

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Quarter Township 2, Township 4, Range 17, Farm Lot 2, United States Military Lands, being 32.993 acres of land out of a portion of Lot 1822, of Record in Northstar Section 1, Phase A, Lot 644 Division No. 2 of Record in Plat Cabinet 5, Slide 737, all of which is currently owned by Northstar Residential Development, LLC, being of record in the Recorder’s Office, Delaware County, Ohio.

Del Webb Northstar Section 1 Phase A:

Situated in the State of Ohio, County of Delaware, Township of Kingston, Farm Lots 1,2,3, Quarter Townships 3 and 4, Township 5, Range 17, United States Military Lands, being 39.460 acres out of that 69.622-acre tract of land, as conveyed to Pulte Homes of Ohio, LLC., a Michigan Limited Liability Company, of Record in Official Record 2133, Page 1671, 0.091 acres out of that original 99.380 acre tract of land, as conveyed to Northstar Gold, LLC, of Record in Official Record 879, Page 1438, and 0.066 acres out of that original 766.886 acre tract of land as conveyed to Northstar Residential Development, LLC, an Ohio Limited Liability Company, of Record in Official Record 879, Page 1476, being of Record in the Recorder’s Office, Delaware County, Ohio.

Del Webb Northstar Section 1 Phase B:

Situated in the State of Ohio, County of Delaware, Township of Kingston, Farm Lots 2 and 3, Quarter Townships 3, Township 3, Township 5, Range 17, United States Military Lands, being 69.622 acres out of that 69.622 acre tract of land, as conveyed to Pulte Homes of Ohio, LLC., a Michigan Limited Liability Company, of Record in Official Record 2133, Page 1671, in the Recorder’s Office, Delaware County, Ohio.

Mercedes Benz Berkshire:

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Farm Lot 5, Quarter Townships 2, Township 4 North, Range 17 West, United States Military Lands, Being 12.186 acre tract of land, as conveyed to M2O Realty, LLC, an Ohio Limited Liability Company of Record in Official Record 2152, Page 2427, and being out of 24.480-acre tract of land, as conveyed to M2O Realty, LLC, and Ohio Limited Liability Company of Record in Official Record 2085, Page 50, being of record in the Recorder’s Office, Delaware County, Ohio.

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

17
RESOLUTION NO. 25-539

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

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

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

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

Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Aye
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DCA Huston – Nothing to report

Commissioner Lewis – Nothing to report.

Section 1. The Board hereby adjourns into executive session for consideration of Appointment, Promotion and Compensation of a Public Employee or a Public Official and for Collective Bargaining.

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

21
RESOLUTION NO. 25-541

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 Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners