

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 18, 2025

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

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

9:45 A.M. Public Hearing with respect to the proposed Issuance by the Delaware County Finance Authority (The “Issuer”) of Special Obligation Revenue Bonds

10:00 A.M. Public Hearing for consideration of Levying Drainage Maintenance Assessments apportioned according to Tax Value, in lieu of the Permanent Assessment Base Procedure, Pursuant to Section 6137.111 of the Revised Code

1
RESOLUTION NO. 25-636

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD AUGUST 14, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on August 14, 2025; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-637

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0815 AND PROCUREMENT
CARD PAYMENTS IN BATCH NUMBER PCAPR 0815:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0815, Procurement Card Payments in batch number PCAPR 0815, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2500055 (BP)	County Garage	10011106-5228	\$1,600.00
P2500058 (NAPA Auto Parts)	County Garage	10011106-5228	\$30,000.00
P2501718 (Granite)	Land and Buildings	10011105-5330	\$7,000.00
P2501038 (Kohls PRC School)	JFS PRC	22411602-5348	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2504038	DELAWARE COUNTY TRANSPORTATION	RES #24-607 SUNBURY PARKWAY CONTRIBUTION	45411450 - 5319	\$ 2,250,000.00
R2504040	SMITH FEIKE MINTON INSURANCE INC	WORKERS' COMP EXCESS PREMIUM	61311923 - 5370	\$ 171,783.00

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

4
RESOLUTION NO. 25-638

IN THE MATTER OF ACCEPTING AND APPROVING THE RECOMMENDATION OF THE
UNION COUNTY BOARD OF COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 40%
FOR THE OTTAWA RUN JOINT COUNTY DITCH:

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

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WHEREAS, the Union County Board of Commissioners has received a recommendation from the Union County Engineer and the Union County Soil and Water Conservation District for continuance of the Ottawa Run Joint County Ditch Maintenance Assessment at 40%;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts and approves the recommendation of the Union County Board of Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Run Joint County Ditch Maintenance Assessment at 40%.

FURTHER, BE IT RESOLVED that the Clerk to the Delaware County Board of Commissioners will send a certified copy of this Resolution to the Union County Board of Commissioners.

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

5
RESOLUTION NO. 25-639

IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has a long history of cooperation with and support of the Delaware County Agricultural Society (the “Society”) and the Delaware County Fair; and

WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County, all in accordance with section 307.07(B)(6) of the Revised Code;

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

Section 1. The Board approves accepting this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Delaware County Administrator to cause distribution of said tickets to visiting dignitaries, in order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

Section 4. This Resolution shall take effect immediately upon adoption.

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

6
RESOLUTION NO. 25-640

IN THE MATTER OF APPROVING AN ADDITIONAL REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:

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

WHEREAS, section 5705.313(A)(1) of the Revised Code authorizes a board of county commissioners that has adopted a resolution pursuant to section 5739.021 or 5739.026 of the Revised Code to adopt an accompanying resolution reducing the rate of any property tax the county currently is levying for current expenses within the ten-mill limitation; and

WHEREAS, the Board of Commissioners of Delaware County (the “Board”) has adopted a resolution pursuant to section 5739.021 approving a sales and use tax and has determined that it is appropriate to reduce the rate of real property tax that the County currently levies for current expenses within the ten-mill limitation; and

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WHEREAS, the current millage rate for current expenses of the County is 2.8 mills, and the number of mills not currently levied is 1.5 mills, established by Resolution No. 07-543 and Resolution No. 24-568, resulting in an actual current levy of 1.3 mills; and

WHEREAS, the 0.5 mill reduction established in Resolution No. 24-568 is only effective for the 2024 tax year (2025 collections); and

WHEREAS, the Board desires to provide tax relief to the owners of real property in Delaware County by approving an additional reduction in the rate of real property tax, pursuant to section 5705.313(A)(1), in the amount of 0.5 mill, to be effective for the 2025 tax year only (2026 collections); and

WHEREAS, the 0.5 mill reduction shall be in addition to the 1.0 mill reduction enacted in Resolution No. 07-543; and

WHEREAS, the enacted sales and use taxes will generate revenue in excess of the total reduction in the rate of real property tax;

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

Section 1. Pursuant to section 5705.313(A)(1) of the Revised Code, and in order to provide tax relief for the owners of real property in Delaware County, the rate of real property tax currently levied for Delaware County’s current expenses within the ten-mill limitation is hereby reduced by an additional amount equal to 0.5 mill for each dollar of valuation on each One Hundred Dollars (\$100.00) of assessed value. The current millage rate for current expenses of the County was reduced from 2.8 mills to 1.8 mills, pursuant to Resolution No. 07-543, and was additionally reduced from 1.8 mills to 1.3 mills, pursuant to Resolution No. 24-568, effective only for the 2024 tax year. The Board hereby resolves that there shall be a continuation of the additional reduction in the amount of 0.5 mill for an effective rate of 1.3 mills. Said 0.5 mill reduction shall take effect on January 1, 2026, or on such later date as provided by law, and shall be effective for the 2025 tax year only.

Section 2. The Clerk of the Board shall deliver a certified copy of this Resolution to the County Auditor and the Budget Commission.

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

7
RESOLUTION NO. 25-641

IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR THE PROVISION OF CARDIAC MONITORS AND MECHANICAL CPR DEVICES FOR PATIENTS TREATED BY THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for the provision of Cardiac Monitors and Mechanical CPR devices for patients treated by the Delaware County Emergency Medical Services, pursuant to section 307.862 of the Revised Code; and

WHEREAS, the Board received two (2) proposals from ZOLL and Stryker, which were evaluated in accordance with the request for proposals; and

WHEREAS, the Director of EMS has determined that the proposals received are responsive to the request for proposals and recommends ranking the proposals as 1. ZOLL and 2. Stryker; and

WHEREAS, the Director of EMS recommends entering into contract negotiations with ZOLL;

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

Section 1. The Board hereby approves ranking the proposals received for the provision of Cardiac Monitors and Mechanical CPR devices for patients treated by the Delaware County Emergency Medical Services as follows: 1. ZOLL and 2. Stryker.

Section 2. The Board hereby directs and authorizes the County Administrator and the Director of EMS to conduct contract negotiations with ZOLL, being the offeror whose proposal is determined to be the most advantageous to Delaware County.

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

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RESOLUTION NO. 25-642

IN THE MATTER OF SELECTING THE MOST QUALIFIED CONSTRUCTION MANAGERS AT RISK FOR THE EAST ALUM CREEK PUMP STATION UPGRADE PROJECT FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Delaware County Board of Commissioners received a total of one proposal from Construction Managers at Risk for the East Alum Creek Pump Station Upgrade Project for Delaware County, Ohio; and

WHEREAS, section 9.334(A) of the Ohio Revised Code requires the public authority to select no fewer than three construction managers at risk which it considers to be the most qualified to provide the required construction management services except if the public authority determines that fewer than three firms are qualified, it will only select the qualified firms; and

WHEREAS, the review committee recommends the one qualified firm is Peterson Construction Company; and

WHEREAS, section 9.334(B) of the Ohio Revised Code requires the public authority to provide each construction manager at risk selected under section 9.334(A) of the Ohio Revised Code with a description of the project, including a statement of available design detail, a description of how the guaranteed maximum price for the project shall be determined, including the estimated level of design detail upon which the guaranteed maximum price shall be based, the form of the construction management contract, and a request for a pricing proposal;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby selects Peterson Construction Company as a qualified construction manager at risk for the East Alum Creek Pump Station Upgrade project for Delaware County, Ohio, and hereby authorizes and directs the Sanitary Engineer to proceed with the request for pricing proposals.

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

9
RESOLUTION 25-643

IN THE MATTER OF APPROVING GMP AMENDMENT NO. 1 TO THE AGREEMENT WITH PETERSON CONSTRUCTION COMPANY FOR CMAR SERVICES FOR THE NORTHSTAR WATER RECLAMATION FACILITY UPGRADES PROJECT:

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

WHEREAS, on February 26, 2024, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 24-152, approving an agreement with Peterson Construction Company for CMAR services for the Northstar Water Reclamation Facility Upgrades project (the “Agreement”); and

WHEREAS, the Sanitary Engineer recommends approval of GMP Amendment No. 1 to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following GMP Amendment No. 1 to the Agreement with Peterson Construction Company:

GMP Amendment No. 1
Agreement Exhibit D

The Delaware County Board of Commissioners and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as of February 26, 2024 in connection with the Project.

Project Number:	
Project Name:	Northstar Water Reclamation Facility Upgrades
Owner (“County”):	Delaware County Regional Sewer District
Contracting Authority:	Delaware County Board of Commissioners
Construction Manager (“CM”):	Peterson Construction Company

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS

1.1 The Contract Sum is \$461,266, which is the sum of the estimated Cost of the Work, plus the CM’s Contingency, plus the CM’s Fee as follows:

- 1.1.1 The estimated Cost of the Work is \$439,200, which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:
 - 1.1.1.1 General Conditions Costs in the amount of \$38,000.

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- 1.1.1.2 All Work the CM proposes to provide through Subcontractors in the amount of **\$161,575**;
- 1.1.1.3 All Self-Performed Work the CM proposes to provide directly or through a CM Affiliated Entity in the amount of **\$221,700**, which amount does not include any costs accounted for under the CM’s Construction Stage Personnel Costs or General Conditions Costs.
- 1.1.1.4 The Owner’s Contingency in the amount of **\$17,925**.
- 1.1.2 The CM’s Contingency in the amount of **\$6,018**, which shall not exceed 1.5 percent of the above-identified Cost of the Work.
- 1.1.3 The CM’s Fee in the amount of **\$16,048** which shall not exceed 4.0 percent of the sum of the above-identified Cost of the Work plus the above-identified CM’s Contingency.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase (Decrease) (amount added to or (deducted from) Current Amount)	Amended Amount (after execution of this GMP Amendment)
1.1 Contract Sum			\$461,266
1.1.1 Estimated Cost of the Work			\$439,200
1.1.1.1 General Conditions Costs			\$38,000
1.1.1.2 Subcontracted Work			\$161,575
1.1.1.3 Self-performed Work			\$221,700
1.1.1.4 Owner Contingency			\$17,925
1.1.2 CM’s Contingency			\$6,018
1.1.3 CM’s Fee			\$16,048

1.3 The penal sum of the CM’s Bonds shall equal 100 percent of the CM’s Total Compensation.

Article 2- Contract Times

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Substantial Completion of all Work		October 1 st 2026
Final Completion		November 1 st 2026

2.1.1 The projected dates listed under “Projected Date (as of the date of this GMP Amendment)” are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

ARTICLE 3- LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

- 3.1.1 **Basis Documents** attached as **GMP Exhibit A; Project Plans and Specifications**.
(This exhibit includes a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)
- 3.1.2 **Project Estimate** attached as **GMP Exhibit B; GMP dated 04/24/2025**
(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM’s Fee and the CM’s Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)
- 3.1.3 **Staffing Plan** attached as **GMP Exhibit D; Chris Pohlman – Project Manager**
(This exhibit includes the CM’s detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM’s proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM’s project manager and superintendent were approved.)

(Copies of Exhibits are on file and available upon request.)

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

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RESOLUTION NO. 25-644

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE CONTRIBUTION
AGREEMENT WITH NORTHSTAR NEW COMMUNITY AUTHORITY FOR THE NORTHSTAR
WATER RECLAMATION FACILITY UPGRADES PROJECT:

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

WHEREAS, the Board of Commissioners previously entered into a contribution agreement on February 26, 2024 with Northstar New Community Authority for the Northstar Water Reclamation Facility Upgrades project; and

WHEREAS, Amendment No. 1 reflects additional services related to the Northstar Water Reclamation Facility Upgrades Project and an increase to the Contributor’s proportionate share in the amount of \$348,400.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Contribution Agreement with Northstar New Community Authority for the Northstar Water Reclamation Facility Upgrades project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following Amendment No. 1 to the Contribution Agreement with Northstar New Community Authority:

AMENDMENT NO. 1 TO
CONTRIBUTION AGREEMENT

This Amendment No. 1 to the Contribution Agreement dated February 26, 2024 is made and entered into on August 18, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio (the “County”), and Northstar New Community Authority (the “Contributor”) (hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, Northstar Residential Development, LLC (the “Developer”), is the developer of the Northstar Development (the “Development”), which is serviced by the County’s Northstar Water Reclamation Facility (the “Facility”); and

WHEREAS, the County and the Developer have cooperated in procuring preliminary and final professional design services necessary to proceed with proposed modifications and upgrades to the Facility; and

WHEREAS, the County and the Contributor entered into a Contribution Agreement on February 26, 2024, whereby the Parties agreed to share the costs of CMAR pre-construction services and to review the CMAR’s GMP proposal, determine whether to accept the GMP proposal, with or without modifications, and determine the County’s and the Contributor’s respective proportionate share of, and contribution toward, the cost and expense of the GMP proposal; and

WHEREAS, the CMAR has submitted a GMP proposal for the Facility effluent force main;

NOW, THEREFORE, in consideration of the foregoing recitals, the County and the Contributor mutually agree as follows:

- 1) The Parties mutually agree to accept the CMAR’s GMP proposal for the Facility effluent force main without modifications.
- 2) Upon execution of this Agreement and upon receipt of invoices for the CMAR services, the County will invoice the Contributor for their proportionate share of the invoice in the amount of Three Hundred Forty-Eight Thousand Four Hundred Dollars (\$348,400), which is mutually agreed to be the Contributor’s proportional share of, and contribution toward, the cost and expense of the CMAR services for GMP 1. In addition, the Parties mutually acknowledge and agree that the GMP includes additional amounts for the construction fee, at-risk fee, general conditions, and contingency, together totaling Seventy-Seven Thousand Nine Hundred Ninety-One Dollars (\$77,991), which the Parties agree to hold in abeyance for future determination of the Parties’ respective share upon completion of the CMAR services. The Parties agree to promptly negotiate in good faith to determine their respective proportionate shares, which shall be consistent with the GMP 1 Cost Breakdown attached hereto and, by this reference, incorporated herein. The County shall be responsible for the remainder of the cost and expense of the CMAR services for GMP 1 not assumed by the Contributor.

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- 3) All other terms and conditions of the Contribution Agreement not specifically amended herein shall remain in full force and effect.

IT WITNESS WHEREOF, the undersigned parties have approved this Amendment No. 1.

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

11
RESOLUTION NO. 25-645

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

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

WHEREAS, the Engineer recommends approving a Road Usage Agreement with AEP Ohio Transmission Company, Inc.;

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

DELAWARE COUNTY, OHIO
ROAD USAGE AGREEMENT

This Agreement is made and entered into as of this 18th day of August, 2025, by and between The Delaware County Board of Commissioners acting by and through The Delaware County Engineer ("County"), and AEP Ohio Transmission Company, Inc. ("AEP").

RECITALS:

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

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

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

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

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

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

1. Notification to County in Advance.
To supplement any applications for special hauling that may be issued incident to the Project, AEP agrees that the Delaware County Engineer will be notified by AEP no less than seventy-two (72) hours in advance of the staff of construction activities, in writing or via e-mail 2) of the number of vehicles that will require special hauling permits and will be operated on roadways in Delaware County, not maintained by the State of Ohio, by AEP and its contractors and assigns attached as Exhibit "B". 1) A list of the roads to be used by AEP and its contractors and assigns as haul routes to Move Oversized/Overweight Vehicles, as attached hereto as "Exhibit A" (This Agreement applies to the County and Township roadways).
2. Roadway Damage. Upon completion of its Project, AEP shall repair any damage to roadways listed on Exhibit A caused by AEP's hauling operations, to return them to a similar condition as prior to AEP's use. AEP agrees that, at its expense, it will document the existing condition of Delaware County roads covered by this RUMA, by videotape or photograph, prior to the start of Project Activity. County expressly agrees that AEP does not have any obligation, financial or otherwise, under this Agreement to remediate degradation or repair damages to Project Roads that either existed prior to commencement of the Project or was not a direct result of AEP's operations pursuant to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notifications to County shall be to the following Person:

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

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

Notifications to AEP shall be to the following Person:

Project Manager: Brandon McKinney

Project Engineer: _____

Transmission Construction Representative: Josh Benson
Company Name: AEP Ohio Transmission Company, Inc. (AEP)
Street Address: 8500 Smiths Mill Rd City
State Zip: New Albany, Ohio 43054
Email Address: bsmckinney@aep.com
Contact Number: 380-205-5018

Roadway Damage Costs should be invoiced to:

Name: Kelly Hatten
Company Name: AEP Ohio Transmission Company, Inc. (AEP)
Street Address: 8500 Smiths Mill Rd City
State Zip: New Albany, Ohio 43054

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Email Address: khatten@aep.com
Contact Number: 614-738-5339

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

12
RESOLUTION NO. 25-646

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR OAKS AT BERLIN:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Oaks at Berlin; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Oaks at Berlin as follows:

OWNER’S AGREEMENT
PROJECT NUMBER: 25033

THIS AGREEMENT, executed on this 18th day of August 2025, between CBS Construction LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Oaks at Berlin (fka Piatt Road Development) further identified as Project Number 25033 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 2 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 Sixty Two Thousand Dollars and No Cents (\$62,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER’S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit “A” for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has

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been accomplished according to the approved plan and/or to the County Engineer’s satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,566,200.00
CONSTRUCTION BOND AMOUNT	N/A
AINTENANCE BOND AMOUNT	\$156,700.00
INSPECTION FEE DEPOSIT	\$62,000.00

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

13
RESOLUTION NO. 25-647

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT
WITH MS CONSULTANTS, INC. FOR THE PROJECT KNOWN AS DEL-CR91-3.45 BERLIN
STATION ROAD IMPROVEMENTS PHASE 2 PART 2:

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

WHEREAS, on July 22, 2019, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 19-710 ,which, in part, declared the necessity for and approved the project known as DEL-CR91-3.45 Berlin Station Road Improvements Phase 2 part 2 (the “Improvements”); and

WHEREAS, it is necessary to acquire right-of-way for the Improvements; and

WHEREAS, the County Engineer recommends approval of a Right-of-Way Acquisition Services Agreement in furtherance and support of the Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Right-of-Way Acquisition Services Agreement with ms consultants, inc:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

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This Agreement is made and entered into on August 18, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and ms consultants, inc. 2221 Schrock Road, Columbus, Ohio 43229, (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide right-of-way acquisition services, consisting of project management, negotiations, closings, and acquisition fees, for the project known as DEL-CR91-3.45 Berlin Station Road Improvements Phase 2 Part 2 (the “Services”), in accordance with the Consultant’s Cost Proposals dated July 23, 2025, attached hereto and, by this reference, incorporated herein (the “Proposals”).
- 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.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Two Hundred Nine Thousand, Six Hundred Ten dollars (\$209,610.00) without subsequent modification in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES; PARTIES REPRESENTATIVES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. certified mail in writing to the addresses stated in the preamble of this Agreement. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.
- 5.2 The County shall provide all criteria and full information as to County’s requirements for Consultant’s provision of the Services. The Parties shall each designate a person to act with authority on their behalf in the performance of this Agreement.

6 PAYMENT

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services by August 25, 2025 and shall complete the Services in a timely manner in accordance with the County Engineer’s written direction, but not later than October 1, 2026.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 9 CHANGE IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until it is approved by both Parties in writing.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers, or directors.
- 12.3 The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials, and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all 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 work under this Agreement.

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14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and 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.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in

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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.

14.12 Third Party Beneficiaries: There are no third party beneficiaries to this Agreement.

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

14
RESOLUTION NO. 25-648

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

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

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

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

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0222	AEP	S 3 B'S & K RD	REPLACING POLES
UT2025-0223	AEP	FOURWINDS DR & 3 B'S & K RD	INSTALL POLE
UT2025-0224	CINCINNATI BELL	HARRIOTT & FRABELL	FIBER OPTIC CABLE
UT2025-0225	AEP	N GALENA RD	UPGRADE POLES
UT2025-0226	AEP	LUNDIN RD	INSTALL FAULT INDICATORS

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

15
RESOLUTION NO. 25-649

IN THE MATTER OF APPROVING A PROJECT AGREEMENT FOR IMPROVEMENTS TO STOCKWELL ROAD:

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

PROJECT AGREEMENT

This Agreement is made and entered into this 18th day of August, 2025, by and between the Board of Trustees of Porter Township, the Board of Trustees of Trenton Township, the Board of Trustees of Kingston Township, the Board of Trustees of Berkshire Township, (individually referred to as “Township” and severally as “Townships”), the Board of Commissioners of Delaware County (“County”) and the Board of Trustees of the Delaware County Transportation Improvement District (“TID”), hereinafter referred to individually as a “Party” and collectively as “the Parties.”

WITNESSETH:

WHEREAS, the Townships seek to improve Stockwell Road (Township Road 50) by reconstructing, grading, widening and paving an approximately 4,665-foot long section of Stockwell Road, from a point beginning at the intersection with S.R. 61 to the intersection of Stockwell Road and Creek Road (Township Road 53), and ancillary roadway and drainage improvements necessary to complete the Project.

WHEREAS, the TID desires to cooperate with local political subdivisions to undertake transportation improvements for the safety and welfare of the traveling public; and

WHEREAS, the County, through its Roadway Grant Assistance Program (RGAP), assists local political subdivisions which maintain public roads in Delaware County, by providing matching funds toward the required local share for state and federal grant programs; and

WHEREAS, the Parties find that there is a reasonable necessity and benefit to the public to jointly undertake the Project described herein, pursuant to, *inter alia*, sections 9.482 and 715.02 of the Revised Code and Chapter 5540 of the Revised Code;

NOW, THEREFORE, in consideration of the mutual premises and covenants described herein, the Parties agree as follows:

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ARTICLE 1. DEFINITIONS

Section 1.1 Project Definition. The “Project” shall include the roadway infrastructure improvements in general conformance with plans to be prepared by the County Engineer entitled DEL-TR50-0.50 Stockwell Road Improvements (“Project Plans”) which includes reconstruction of a portion of Stockwell Road and pavement resurfacing.

Section 1.2 Construction Cost. The “Construction Cost” shall be the amount paid for the construction of the Project in accordance with the Project Plans, as certified by the County Engineer to the TID.

Section 1.3 West Section. The “West Section” shall be the portion of Stockwell Road between Kingston and Berkshire Townships, from approximately S.R. 61 to approximately the corner point where the four townships meet, consisting of approximately __980__ feet, which is __21__ % of the total project. The West Section shall be the responsibility of Kingston Township, Berkshire Township, the County, and the TID, including applicable Grant Funds.

Section 1.4 East Section. The “East Section” shall be the portion of Stockwell Road between Porter and Trenton Townships from approximately the corner point where the four townships meet to the intersection of Stockwell Road and Creek Road, consisting of approximately __3,685__ feet, which is __79__ % of the total project. The East Section shall be the responsibility of Porter Township, Trenton Township, the County, and the TID, including applicable Grant Funds.

ARTICLE 2. RESPONSIBILITIES OF TRENTON TOWNSHIP

Section 2.1 OPWC Application. Trenton Township, in cooperation with Porter Township, Kingston Township, and Berkshire Township, shall apply for a State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) grant through the Ohio Public Works Commission (OPWC) to pay for up to \$500,000.00 of construction costs of the Project.

Section 2.2 Approval of OPWC Grant Agreement; Payment of Grant Funds to TID’s Contractor; Payment of Township Local Share. Trenton Township, if awarded the grant stated above, shall enter into agreement with OPWC to receive such funds and, upon receipt of invoice(s) or vouchers for payments due by the TID, shall approve disbursement requests for grant funds to be paid by the OPWC to the TID’s construction contractor.

Section 2.3 Reimbursement to the TID. Trenton Township agrees to reimburse the TID upon receipt and approval of invoice(s) or vouchers submitted by the TID or the County Engineer, to the Township, for its percentage of the local matching share required in the OPWC grant agreement, in accordance with Section 6.1; plus the TID administrative fee calculated in accordance with Section 6.2, not to exceed a total of \$76,800.00

ARTICLE 3 RESPONSIBILITIES OF PORTER, KINGSTON, AND BERKSHIRE TOWNSHIPS

Section 3.1 Porter Township Reimbursement to TID. Porter Township agrees to reimburse the TID upon receipt and approval of invoice(s) or vouchers submitted by the TID or the County Engineer, to the Township, for its percentage of the local matching share required in the OPWC grant agreement, in accordance with Section 6.1; plus the TID administrative fee calculated in accordance with Section 6.2, not to exceed a total of \$61,440.00

Section 3.2 Kingston Township Reimbursement to TID. Kingston Township agrees to reimburse the TID upon receipt and approval of invoice(s) or vouchers submitted by the TID or the County Engineer, to the Township, for its percentage of the local matching share required in the OPWC grant agreement, in accordance with Section 6.1; plus the TID administrative fee calculated in accordance with Section 6.2, not to exceed a total of \$23,040.00

Section 3.3 Berkshire Township Reimbursement to TID. Berkshire Township agrees to reimburse the TID upon receipt and approval of invoice(s) or vouchers submitted by the TID or the County Engineer, to the Township, for its percentage of the local matching share required in the OPWC grant agreement, in accordance with Section 6.1; plus the TID administrative fee calculated in accordance with Section 6.2, not to exceed a total of \$23,040.00

ARTICLE 4 RESPONSIBILITIES OF THE COUNTY

Section 4.1 Rights of Way. The County shall acquire and pay for necessary rights of way to construct and maintain the Project in accordance with the Project Plans.

Section 4.2 Reimbursement to the TID. Pursuant to the Roadway Grant Assistance Program (RGAP), the policies and procedures of which are fully incorporated into this agreement as if written, the County shall pay three dollars (\$3) for every one dollar (\$1) paid by or due from each Township, not to exceed \$150,000.00 for each township, or the amount of funds paid by OPWC, whichever is less. The County’s total obligation,

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including the County’s share of the costs of construction, shall not exceed a total of \$552,960.00. Payment shall be made directly from the County to the TID, on behalf of the Townships, within 30 days of approval of invoice(s) or voucher(s) for payment.

ARTICLE 5 RESPONSIBILITIES OF THE TID

Section 5.1 TID to Construct and Pay for the Project; Substantial Completion. The TID shall perform all necessary actions to construct, or cause to be constructed, and pay all construction contract invoices and expenses for the Project described in Section 1.1, subject to reimbursements by the Townships and County as stated herein, at the lowest cost which is reasonably required to complete the Project in accordance with the Project Plans, and to substantially complete the Project and open it to traffic at the earliest practicable date.

Section 5.2 Administrative Fee(s). After calculating the amounts due from the Townships and County, the TID will add to any amounts to be reimbursed by the Townships and County, an Administrative Fee for management and supervision of the Project not to exceed Five Thousand Dollars (\$5,000.00) plus Two Percent (2%) of the amount of any construction contract payments by the TID for the Project, apportioned as specified in Section 6.2 and subject to the Maximum Participation Amounts listed in Section 6.1.

ARTICLE 6 COSTS

Section 6.1 Share of Construction Costs to be Paid. The Parties shall pay construction costs of the Project according to the following table. Cost participation shall be calculated based on the percent participation, up to the maximum amount listed.

	Participation Rate	OPWC Application Estimate	Maximum Participation Amounts
OPWC	52%	\$399,360	\$399,360
Porter Township	4%	\$30,720	\$61,440
Trenton Township	5%	\$38,400	\$76,800
Kingston Township	1.5%	\$11,520	\$23,040
Berkshire Township	1.5%	\$11,520	\$23,040
County	36%	\$276,480	\$552,960
TID	Remainder		\$15,360

Section 6.2 Share of TID Administrative Fee to be Paid. The Parties agree to pay for the TID Administrative Fee specified in Section 5.2 at the following participation rate.

	Participation Rate
Porter Township	32%
Trenton Township	40%
Kingston Township	14%
Berkshire Township	14%

ARTICLE 7 AGREEMENT NULL AND VOID WITHOUT OPWC GRANT

Section 7.1 Agreement Contingencies. This agreement, and all obligations stated herein, shall be contingent upon successful award of the OPWC grant and execution of the grant agreement referred to in Section 2.2, and a lowest and best bid received by the County Engineer for construction of the Project of less than \$1,152,000. This agreement shall become null and void upon the failure to meet the contingences stated in this section on or before September 1, 2029.

ARTICLE 8 MISCELLANEOUS TERMS AND CONDITIONS

Section 8.1 Relationship of the Parties: Neither this Agreement nor the relationship between the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, or principal and agent. The Parties do not have authority to make any representations, warranties or statements on behalf of any other, and no Party shall bind or be liable for the debts or obligations of any other. In the performance of their respective duties herein, each Party is and shall at times remain an independent contractor, free and clear of any dominion or control by the others, except as specifically provided herein.

Section 8.2 Extent of Covenants, No Personal Liability: All covenants, obligations and agreements herein shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee, officer, agent, elected official or employee of any party to this Agreement other than his/her official capacity; and no official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

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Section 8.3 Other Beneficiaries: Only those Parties signatory to this Agreement shall have rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be a third-party beneficiary of this Agreement.

Section 8.4 Challenge to Agreement: In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall fully cooperate to defend the Agreement. If fewer than all six Parties to this Agreement are named as a party(ies) to a court action, the other unnamed Party(ies) shall seek to intervene and the named Party(ies) shall support such intervention.

Section 8.5 Assignment: Except as specifically enumerated within this Agreement regarding assignment of certain responsibilities, powers, duties or agreements of one named Party to another named party within this Agreement, the Parties may not assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, to any other party without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.

Section 8.6 Term; Termination: This Agreement shall take effect on and be inclusive of the date the last Party signs the Agreement and shall continue in effect until final completion of the Project, including administrative closeout processes related to the Project.

Section 8.7 Remedies: In the event of a breach of this Agreement, an aggrieved Party(ies) may seek specific performance of this Agreement by the breaching Party(ies) in addition to any other remedies at law or in equity.

Section 8.8 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.

Section 8.9 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.

Section 8.10 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.

Section 8.11 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.

Section 8.12 Notices: Notices shall be in writing and shall be deemed to have been duly given upon receipt, when delivered personally to a Party at its address as stated herein; or, one business day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at the office of the Party’s governing body.

Section 8.13 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Commissioners, the Townships, and the TID by their duly authorized officers, all as of the effective date.

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

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COUNTY’S SELF INSURED WORKERS’ COMPENSATION PROGRAM AND AUTHORIZING
THE COUNTY ADMINISTRATOR TO EXECUTE NECESSARY DOCUMENTS IN
FURTHERANCE THEREOF:

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

WHEREAS, effective September 1, 2008, the Ohio Bureau of Workers’ Compensation has approved Delaware County as an authorized self-insured employer; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has since 2008 procured excess workers’ compensation coverage through Midwest Employers Casualty Company; and

WHEREAS, the existing policy expires on August 31, 2025, and the Board wishes to procure excess workers’ compensation coverage commencing on September 1, 2025; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of the purchase; and

WHEREAS, the Board, through the Agent of Record, Smith-Feike-Minton, Inc., has reviewed the market of applicable issuers to achieve the best and lowest price reasonably possible for the County; and

WHEREAS, pursuant to section 305.30(K) of the Revised Code, the County Administrator shall perform such duties as the Board may determine by resolution;

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

Section 1. The Board hereby approves procuring excess workers’ compensation coverage through Midwest Employers Casualty Company, upon the following terms: (a) The policy shall be effective September 1, 2025 through August 31, 2027; (b) The premium shall be \$171,783 due on September 1, 2025; and (c) The S.I.R. shall be \$750,000.

Section 2. The Board hereby authorizes the County Administrator to execute all necessary documents in furtherance of procuring the coverage as set forth in Section 1 of this Resolution.

Section 3. The Board hereby approves a purchase order and voucher for the premium payment from 61311923-5370 (R2504040) to Smith-Feike-Minton, Inc.

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

17
9:45A.M. PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE BY THE
DELAWARE COUNTY FINANCE AUTHORITY (THE “ISSUER”) OF SPECIAL OBLIGATION
REVENUE BONDS (THE “BONDS”) AS PART OF A PLAN OF FINANCE IN ONE OR MORE
SERIES WHICH MAY BE ISSUED ON THE SAME OR DIFFERENT DATES IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000

The Board of Commissioners opened the hearing at 9:52 A.M.

The Board of Commissioners closed the hearing at 9:54 A.M.

RESOLUTION NO. 25-651

A RESOLUTION APPROVING, SOLELY FOR THE PURPOSE OF SECTION 147(F) OF THE
INTERNAL REVENUE CODE OF 1986, THE ISSUANCE AND SALE BY THE DELAWARE COUNTY
PORT AUTHORITY OF SPECIAL OBLIGATION REVENUE BONDS PURSUANT TO A TRUST
INDENTURE BETWEEN THE DELAWARE COUNTY PORT AUTHORITY DBA DELAWARE
COUNTY FINANCE AUTHORITY AND U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000.

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

WHEREAS, the County of Delaware, Ohio, an Ohio county and political subdivision (the “County”) has heretofore, by resolution of its Board of County Commissioners (the “Board”), created, the Delaware County Port Authority, a port authority and body corporate and politic (the “Authority”);

WHEREAS, the Authority proposes to issue certain special obligation revenue bonds (the “Bonds”) pursuant to a Trust Indenture between the Authority and U.S. Bank Trust Company, National Association, as trustee, pursuant to Chapter 4582 of the Ohio Revised Code and the authorities mentioned therein, in an aggregate principal amount not to exceed \$50,000,000, to assist PRG – OWU Energy LLC (the “Borrower”), an Ohio limited liability company the sole member of which is Provident Resources Group Inc., a Georgia nonprofit corporation and a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), with the financing of the costs of acquiring, constructing, equipping and improving port authority

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facilities within the geographical jurisdiction of the County and Authority;

WHEREAS, the Bonds will be special obligations of the Authority and will not constitute a debt or pledge of the faith and credit or the taxing power of the Authority, the County, the City of Delaware, Ohio, the State of Ohio or any other political subdivision thereof, and the Board of Directors of the Authority adopted on August 13, 2025 a resolution approving the issuance of the Bonds (the “Bond Resolution”);

WHEREAS, the County held a public hearing concerning the issuance of the Bonds on August 18, 2025, following reasonable public notice (a copy of which notice is attached hereto as Exhibit A, and the terms of which are incorporated herein), all in accordance with Section 147(f) of the Code;

WHEREAS, Section 147(f) of the Code requires, as a prerequisite to the issuance of the Bonds, that this Board approve the issuance of the Bonds as an “applicable elected representative” for the Authority under, and solely for the purpose of satisfying, the requirements of Section 147(f) of the Code; and

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

Section 1. Public Approval. This Board, as an “applicable elected representative” with respect to the Authority for purposes of Section 147(f) of the Code, and in reliance on the findings and determinations of the Authority contained in the Bond Resolution, hereby approves the issuance of the Bonds in an aggregate principal amount not to exceed \$50,000,000, for purposes of making a loan to the Borrower to assist in financing the costs of port authority facilities as described in Exhibit A, including acquiring, constructing, equipping and improving energy infrastructure at Ohio Wesleyan University (the “Project”). The foregoing approval is given in accordance with and solely to satisfy the requirements of Section 147(f) of the Code and does not obligate the County in any way with respect to the Bonds or the Project.

Section 2. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.
Upon roll call on the adoption of the Resolution, the vote was as follows:

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

18
ADMINISTRATOR REPORTS

CA Davies, DCA Huston and Attorney Hochstettler – Nothing to report.

19
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – will be attending a work session today at 1:30pm at the Byxbe Campus and a COIC meeting on 08/21/25.

Commissioner Merrell – attended a CCAO meeting on 08/15/25.

Commissioner Lewis – attended the Executive Committee meeting for EMA

RECESS AT 9:56 A.M. / RECONVENE AT 10:01 A.M.

20
10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF LEVYING DRAINAGE
MAINTENANCE ASSESSMENTS APPORTIONED ACCORDING TO TAX VALUE, IN LIEU OF
THE PERMANENT ASSESSMENT BASE PROCEDURE, PURSUANT TO SECTION 6137.111 OF
THE REVISED CODE

The Board of Commissioners opened the hearing at 10:01 A.M.

The Board of Commissioners adjourn the hearing at 10:32 A.M. to be reconvened on August 28, 2025, at 10:00A.M., at the Office of the Board.

21
RESOLUTION NO. 25-652

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, FOR PENDING OR
IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

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

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

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

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

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

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

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

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

22
RESOLUTION NO. 25-653

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners