

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

Vote on Motion	Mr. Benton	Aye	Mrs. Lewis	Aye	Mr. Merrell	Aye
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COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

4
RESOLUTION NO. 25-748

IN THE MATTER OF AWARDING COMMUNITY ENHANCEMENT GRANTS:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) solicited applications for funding through the Delaware County 2025 Community Enhancement Grant Program (the “Program”); and

WHEREAS, various organizations have submitted applications for Program funding from Delaware County; and

WHEREAS, the County Administrator, in consultation with other Board staff, has reviewed the applications and recommends that the Board award grants pursuant to the Program;

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

Section 1. The Board hereby approves the Program Guidelines, Terms and Conditions and form Grant Agreement, which are attached hereto and, by this reference, incorporated herein.

Section 2. The Board hereby awards Delaware County 2025 Community Enhancement Grants as follows:

Andrews House Inc.	\$20,000
Central Ohio Symphony	\$8,000
Delaware County Cultural Arts Center (Arts Castle)	\$23,480
Family Promise of Delaware County	\$14,906
People In Need, Inc. of Delaware County, Ohio	\$17,771
Recreation Unlimited Farm and Fun, Inc.	\$21,305
Safe Harbor Peer Support Services	\$5,000
Stockhands Horses for Healing	\$15,000
Strand Theatre and Cultural Arts Association	\$11,534
Stratford Ecological Center	\$20,000
TAG Community Living, Inc.	\$25,000
Turning Point	\$25,000

Section 3. The grant awards made herein shall be subject to the Program Guidelines, Terms and Conditions, and Grant Agreement, and each award is contingent upon the awardee returning an executed Grant Agreement, with any supplemental documentation required by the Delaware County Auditor, no later than the deadline set by the County Administrator.

Section 4. The County Administrator is hereby authorized to notify each awardee of its grant award, to execute all Grant Agreements in substantially the same form as approved herein, and to approve purchase orders necessary to effectuate the awards made herein.

Section 5. This Resolution shall be effective immediately upon adoption.

GRANT AGREEMENT BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND
[NAME]

This Agreement is entered into on _____, by and between the Delaware County Board of Commissioners (the “Board”), and [NAME] (the “Grantee”).

I. GRANT OF FUNDS; GOVERNING DOCUMENTS

The Board shall provide a Delaware County 2025 Community Enhancement Grant to the Grantee in the maximum amount of [AMOUNT] Dollars (\$). The grant of funds shall be subject to the Delaware County 2025 Community Enhancement Grant Program Guidelines and Terms and Conditions, which are hereby incorporated by this reference as if fully set forth herein.

II. EFFECTIVE DATE; GRANT TERM

This Agreement shall be effective as of the date first written above (the “Effective Date”), and the Grantee shall incur any eligible expenses and request reimbursement from the funds provided under Agreement in accordance with the terms hereof on or after the Effective Date but no later than _____ (the “Grant Term”), unless extended upon written agreement of both parties.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

III. USE OF GRANT FUNDS

The Board will provide funds for, and the Grantee shall use the funds exclusively for, eligible expenses in accordance with the project description included with the Grantee's application, generally described as follows: [SUMMARY DETAIL].

DELAWARE COUNTY 2025 COMMUNITY ENHANCEMENT GRANT PROGRAM GUIDELINES

The Delaware County Board of Commissioners desires to enhance the quality of life in Delaware County by awarding limited monetary grants to eligible charitable agencies within the county on the basis of the agencies' needs and the direct benefit they provide to the community. These grants will provide nonprofit organizations in the County a financial resource to complete projects or activities designed to improve the delivery, quality, and efficiency of programs and services to Delaware County residents.

The total amount available for grants will be determined as part of the annual budget prior to the application period. There will be no limit on the number of agencies allowed to apply, but the funding available will not increase or decrease based on the number of qualified applications. Additionally, there is no requirement that all the funds appropriated to this program shall be spent. Therefore, if there are not enough eligible projects to utilize the funds available, the remaining funds may be re-appropriated to other purposes in that fiscal year.

Application for a grant is no guarantee of funding. Each year there are more applicants and increases in the total amount requested. These grants are considered competitive and failure to receive funding in the current year does not preclude an organization's ability to apply in future years.

The awarding of Community Enhancement Grants is within the sole discretion of the Board of Commissioners and will be made only upon consideration of written applications, and subject to the requirements and criteria set forth below.

Priority for awards will be given to those organizations that have a project that can be considered a "one time" project, activity, or capital improvement that enhances the community or the organization's ability to serve the County.

Consideration may be given to those organizations that have not received funding in the past in an effort to distribute these funds to as many organizations as possible. While receiving an award in previous grant cycles will not disqualify an agency from receiving an award in the current fiscal year, it will be a consideration made by the Commissioners during the deliberation process.

Information about the request for grant applications will be distributed to the local media, on the Commissioners' website and on social media (for example Facebook, Twitter, etc.). In addition to these public notices, emails (if an email address is on file) or letters will be sent to prior award applicants to let them know that applications are being considered.

The application period will be open for three weeks. Once the applications period is closed, the grant requests will be reviewed by a working group formed by the County Administrator, who will prepare and present an award recommendation to the Commissioners. Grant applications will not be considered if a complete application is submitted after the deadline: This includes all required attachments/ancillary materials.

Those agencies with eligible projects may be contacted to answer questions about, or provide additional information in support of, their application. The County Administrator will prepare and present an award recommendation for consideration at a session of the Commissioners, after which the agencies receiving grant awards will be notified and the projects being funded will be announced publicly.

As a condition of receiving grant funding, an agency shall be required to enter into a grant agreement with the Commissioners. Awards made by the Commissioners are considered reimbursement grants, and recipients shall be required to submit adequate documentation of the expenses incurred in accordance with the grant agreement. Once the agency expends the funds, they will submit an invoice to the Commissioners' Office for reimbursement. The reimbursement request will include the invoice paid in relation to the project and proof of payment (cancelled check, bank statement, etc.). Please note: the Commissioners' Office will not pay the contractors or other payees for the projects directly. Funds will only be dispersed to the agencies awarded grants and only after those agencies have paid the appropriate payees. All invoices or quotes must be submitted to the Commissioners' Office within the time period set forth in the grant agreement, with grant periods dependent upon the project, activity, or service to be funded, not to exceed twelve (12) months.

Does your organization meet this definition for a charitable agency:

An eligible *charitable agency for this program* is defined as an organization that the IRS recognizes as exempt from taxation OR an organization whose funds are managed by The Foundation for Delaware County which maintains a 501(c)(3) status for other organizations to take advantage of to support their charitable causes. This definition includes organizations that are tax-exempt under section 501(c)(3) of the Internal Revenue Code or other applicable provisions of the Internal Revenue Code.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

“To be tax-exempt under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.” (<https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations>)

The exempt purposes set forth in section 501(c)(3) are charitable, religious, educational, scientific, literary, testing for public safety, fostering national or international amateur sports competition, and preventing cruelty to children or animals. The term charitable is used in its generally accepted legal sense and includes relief of the poor, the distressed, or the underprivileged; advancement of religion; advancement of education or science; erecting or maintaining public buildings, monuments, or works; lessening the burdens of government; lessening neighborhood tensions; eliminating prejudice and discrimination; defending human and civil rights secured by law; and combating community deterioration and juvenile delinquency. (<https://www.irs.gov/charities-non-profits/charitable-organizations/exempt-purposes-internal-revenue-code-section-501c3>).

While any non-profit and or charitable organization in the County is welcome to apply for the grant, agencies that meet all or most of the criteria below will be given priority consideration:

Does your organization provide programs or services that benefit the Delaware County community as a whole, without regard to any recognized protected class?

Is your organization structured to support a need within the Delaware County community? Examples include: health, safety, nutrition, families, children, education, senior citizens, finance, transportation, environment, culture, and neighborhood enhancement.

Will your organization be able to maintain its tax-exempt status with the IRS for the duration of the grant period?

Does your organization comply with all Ohio laws applicable to charitable agencies and is an agency eligible to receive funds appropriated by the Commissioners as defined under the following Ohio Revised Codes: 307.23, 307.26, 307.692, 307.76, 307.761, 307.85(A), 307.85(B), 1711.22 and 307.698?

Is your organization directed by an active board of trustees who have no material conflicts of interest?

Has your organization been in existence for at least three (3) years prior to application?

Does your organization have a stated policy of non-discrimination and comply with all federal and state laws and regulations on non-discrimination and equal opportunity?

The operating revenue of the organization, as reported on the most recent 990 report, must be less than \$2.5 million. Does your organization meet this standard?

Does your organization agree to be subject to audit to the extent necessary to ensure compliance with these eligibility criteria?

Project or activity must be ready to be completed within the period of the grant award, not to exceed twelve (12) months.

Monies requested must not be used to fund operating expenses.

Requests are limited to one project per agency. Requests made for multiple projects with the intent for the Commissioners to choose one, or multiple projects, will not be considered.

Applicants must provide the following information:

- A 2-3 sentence summary of the project and an estimate of the timeline for the project
- Brief explanation of how this project will help and or enhance the Delaware County Community
- Amount requested in \$ (this should be an estimate of the project cost or, if available, an actual quote from a vendor or contractor)
- Proof of tax-exempt status
- Copy of three (3) most recent 990 reports (or comparable tax form)
- List of board members and their professional and/or other volunteer affiliations
- Copy of your organization's policy of non-discrimination
- A detailed estimate of project cost or, if available, a quote from a vendor or contractor
- Presentation materials (can be a PowerPoint file and/or a Word or PDF handout)

**DELAWARE COUNTY 2025 COMMUNITY ENHANCEMENT GRANT PROGRAM
TERMS AND CONDITIONS**

1. The Grantee shall implement or continue the activities as specifically described and stated in the approved program or project description attached to the Grantee's Grant Agreement.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

2. The Grantee shall:

- a. Expend all funds in accordance with the requirements pertaining to eligible costs under the Delaware County 2025 Community Enhancement Grant Program (the "Program") Guidelines.
- b. Comply with all the requirements now or hereafter in effect for the Program, including, but not limited to, the assurances and certifications contained in this Agreement.
- c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of funds authorized herein.
- d. Complete the approved activities and request reimbursement for authorized costs by the end of the Grant Term. Funds not committed and/or expended by the end of the Grant Term shall be subject to re-appropriation by the Delaware County Board of Commissioners (the "Board").

3. Unless otherwise extended, suspended, or terminated by the Board, the Grant Agreement shall remain in effect from the Effective Date through the end of the Grant Term.

4. Disbursement of Funds. The Grantee agrees that disbursement(s) under the Grant Agreement shall be made only on a reimbursement basis in accordance with the Grant Guidelines. The Grantee further agrees that in the event the Grantee is in violation of the Grant Agreement, and the violation has not been remedied by the Grantee, no funds shall be disbursed and any funds already disbursed shall be subject to recapture if not returned on written demand from the Board.

5. Availability of Funds. All Board funding is subject to the availability of funds, subject to appropriation by the Board. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.

6. Increase of Funds. The Grantee agrees that the Board may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under the Grant Agreement by amending the Program description, Program budget, or special conditions contained in the approved description attached to the Grant Agreement. The Grantee further agrees that any such increases shall be governed by the terms of the Grant Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure of the funds.

7. Monitoring. The Grantee agrees that the Board may, at the Board's discretion, audit the Grantee for compliance with the terms and conditions of the Grant Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Board may request.

8. Records Retention Period. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Board.

9. Reporting Schedule. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in the Grant Agreement as the Board may require. Failure to provide reports or respond to monitoring or audit inquiries shall be cause for disqualification for future grant awards.

10. All reports, correspondence, and documents required under the Grant Agreement shall be submitted to:

Jane Hawes
Director of Communications
Delaware County, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
jhawes@co.delaware.oh.us

11. Procurement. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that comports with all competitive bidding laws applicable to the Grantee or, if no such laws apply to Grantee, provides for maximum open and free competition.

12. Reasonable Costs. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

13. Cost Overruns. All cost overruns shall be the responsibility of the Grantee.

14. General Compliance. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of the Grant Agreement, including, but not limited to, all supporting documents, plans and specifications, shall be subject to review and approval by Board staff to ensure compliance with Board, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Board.

15. Records Review. The Grantee hereby agrees that all aspects of the activities described in the Grant Agreement and all documents relating to and supportive of said activities, including, but not limited to,

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

specifications and reports of funds expended, shall be freely available to the Board or its authorized representatives for review by the Board to ensure conformity with the terms of the Grant Agreement.

16. Contractors and Subcontractors. The Grantee shall ensure that any agreements with contractors or subcontractors for any of the purposes of the Grant Agreement are made subject to the terms and conditions of the Program and the Grant Agreement.

17. The Grantee, all contractors and subcontractors shall maintain during the term of the Grant Agreement adequate insurance coverage insuring the interests of all parties to the Grant Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under the Grant Agreement.

18. Discrimination. The Grantee agrees that all activities assisted pursuant to the terms and conditions of the Grant Agreement shall be open to all regardless of age, sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law.

19. Conflict of Interest. If any member of the Grantee's governing body or staff has an identity of interest with any of the persons or businesses providing supplies or services for which funds are being advanced under the Program or the Grant Agreement, the Grantee shall make written disclosure of the nature and extent of the relationship to the Board prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Board.

20. Liability. Delaware County and the Board, and their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under the Grant Agreement, for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

21. Indemnification; Hold Harmless.

a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of the Grant Agreement shall be the responsibility of the Grantee, and not the responsibility of the Board, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee.

b. Grantee 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 by any negligent acts, errors or omissions of the Grantee, its employees, agents, contractors, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

22. Violations of Grant Agreement. The Board reserves the right to pursue all remedies available to it to cure any violation of the Grant Agreement. In the event the Grantee violates any of the provisions of the Grant Agreement, the Board shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Board, within the time prescribed herein, this Agreement may be terminated forthwith by the Board.

23. Suspension of Grant. If the Grantee has failed to comply with the Grant Agreement, or in the event that funds are no longer available, on reasonable notice to the Grantee, the Board may suspend the grant and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding, or a decision to terminate the Grant Agreement.

24. Termination for Cause. The Board may terminate the Grant Agreement, in whole or in part, at any time before the end of the Grant Term, if the Board determines that the Grantee has failed to comply with the conditions of the Grant Agreement or in the event that funds are no longer available. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date thereof.

25. Termination for Convenience. The Board or the Grantee may terminate the Grant Agreement in whole, or in part, when both parties agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date of termination, and shall cancel as many outstanding obligations as possible. The Board may pay, but only from available Grant funds, the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

26. Remedies. The Grantee agrees that the election of the Board to pursue any of the remedies set forth herein

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

27. Severability. The parties agree that the invalidity of any clause, part, or provision of these Terms and Conditions or the Grant Agreement shall not affect the validity of the remaining portions thereof.

28. Governing Law. The Grant Agreement shall be subject to and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising thereunder shall only be filed in and heard before the courts of Delaware County, Ohio.

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

5
RESOLUTION NO. 25-749

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, a vacancy exists for the DCT-6 seat, the term for which will expire October 24, 2026, and Forest Wilson has applied for appointment to this seat;

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

Section 1. The Board of Commissioners hereby appoints Forest Wilson as a member of the Transit Board to the DCT-6 seat, the term for which expires October 24, 2026.

Section 2. The appointment approved herein shall take effect immediately upon the adoption of this Resolution.

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

6
RESOLUTION NO. 25-750

IN THE MATTER OF RESCINDING RESOLUTION NO. 25-668, REJECTING ALL PROPOSALS SUBMITTED FOR THE REVIEW AND REMEDIATION OF THE DELAWARE COUNTY, OHIO, WEBSITE TO ENSURE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS FOR WEB ACCESSIBILITY, AND ORDERING A NEW REQUEST FOR PROPOSALS:

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

WHEREAS, pursuant to section 307.862 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility; and

WHEREAS, the Board received proposals from 15 offerors, which were submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, on August 28, 2025, the Board adopted Resolution No. 25-668, ranking the proposals and authorizing contract negotiations; and

WHEREAS, based on additional review of the proposals and the scope and cost of the project, per the Board’s instructions in session on August 28, 2025, the evaluation team recommends rejecting all proposals submitted, as authorized by the request for proposals and applicable Ohio law;

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

Section 1. The Board hereby rescinds Resolution No. 25-668.

Section 2. The Board hereby rejects all proposals submitted for the review and remediation of the Delaware County, Ohio, and orders issuing a new request for proposals.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

Section 3. The Board hereby approves the new request for proposal documents for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility and authorizes the Director of Communications to advertise for and receive proposals in accordance with the following Public Notice:

PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from Offerors for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility. Proposals will be received at the Delaware County Commissioners’ Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on Tuesday, October 7, 2025**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. Three (3) printed copies and one (1) digital copy in a PDF format on a jump drive are to be included. Submittals pursuant to this request will not be received after the hour and date stated above. In accordance with R.C. 307.87(A)(3), the complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s Public Notices and Bids web page at <https://co.delaware.oh.us/media-room/bids/> and on Delaware County’s social media account. Copies may also be obtained from the Delaware County Commissioners Office, 91 N. Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

A bid bond, or other bid security, is not required, but if a contract is awarded, the contractor shall be required to submit a performance bond.

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

7
RESOLUTION NO. 25-751

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

It was moved by Mr. Merrell, seconded by Mr. Benton, 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 of Laura Hendricks and Bob Letterio will expire on December 7, 2025, and both members desire to be re-appointed; 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 re-appoint 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 of Commissioners hereby approves an exception to the Policy for the re-appointments made herein by choosing to waive the requirement for posting the positions and to proceed directly to re-appointment.

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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

Position	Appointee	Term Ends
Citizen Member	Laura Hendricks	December 7, 2027
Citizen Member	Bob Letterio	December 7, 2027

Section 3. The appointments approved herein shall take effect December 8, 2025.

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

8
RESOLUTION NO. 25-752

IN THE MATTER OF ESTABLISHING AN ORGANIZATION KEY AND APPROVING
SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

New Organization Keys		
22511616	Fellowship Project Subgrant	
Supplemental Appropriations		
22511616-5801	Fellowship Project Subgrant/Miscellaneous Cash Transfers	\$35,000.00

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

9
RESOLUTION NO. 25-753

IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH
HOKUTO U.S.A. INC., AND SRV ACQUISITIONS, LLC, AND AUTHORIZING THE EXECUTION
OF AN ESTOPPEL CERTIFICATE:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, on June 9, 2022, the Board adopted Resolution No. 22-493, approving an assignment and assumption agreement with Highdev II, LLC, and Hokuto U.S.A. Inc., as a result of Hokuto U.S.A Inc. acquiring property within the Creekside Development; and

WHEREAS, SRV Acquisitions, LLC, or an affiliate thereof, wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an assignment and assumption agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997, and assigned and assumed by Hokuto U.S.A. Inc. pursuant to Resolution No. 22-493; and

WHEREAS, SRV Acquisitions, LLC, has also requested an estoppel certificate, as permitted in the Community Reinvestment Area Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Assignment and Assumption Agreement with Hokuto U.S.A. Inc. and SRV Acquisitions, LLC, or an affiliate thereof, in substantially the form attached hereto, and authorizes the County Administrator to approve and execute an estoppel certificate for the benefit of SRV Acquisitions, LLC, in substantially the form attached hereto:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and among the COUNTY OF DELAWARE (the “County”), a political subdivision of the State of Ohio; HOKUTO U.S.A. INC., a Michigan corporation (the “Property Owner”), and SRV ACQUISITIONS, LLC a Missouri limited liability company (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner, as successor-in-interest to HIGHDEV II, LLC, an Ohio limited liability company (“HIGHDEV”), and the County, made effective December 28, 2017 (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified therein the Orange Township CRA (CRA #041-58618-01) (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No 14-918 adopted by the Board on August 18, 2014, amended the CRA under the Authority of the CRA Act; and

WHEREAS, pursuant to Resolution No. 17-997, adopted on September 25, 2017, HIGHDEV, and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as more particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Limited Warranty Deed recorded May 20, 2022 at Book 1966, Page 2814-2817 in the office of the Delaware County, Ohio Recorder, the Property Owner has succeeded to the interest of HIGHDEV in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, pursuant to Resolution No. 22-493, adopted on June 9, 2022, the County approved that certain Assignment and Assumption Agreement, dated as of May 20, 2022, by and between HIGHDEV, as assignor, and the Property Owner, as assignee, by which the CRA Agreement was assigned by HIGHDEV to the Property Owner; and

WHEREAS, by virtue of that certain Limited Warrant Deed dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Property Owner in the Transferred Property as identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 3 (“Employee Positions”), Section 4 (“Provision of Information”), Section 6 (“Application for Exemption”), Section 7 (“Payment of Non-Exempt Taxes”), Section 10 (“Certification as to No Delinquent Taxes”), Section 13 (“Non-Discriminatory Hiring”), Section 18 (“Validity”), Section 21 (“R.C. Section 9.66 Covenants”), Section 22 (“Annual Fee”), and Section 23 (“Notice of Vacancy”).

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(C), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

the foregoing clause (i). As used in this paragraph, the term “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(C).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 20 thereof, addressed as follows:

c/o Summit Real Estate Group
135 North Meramec, Suite 600
St. Louis, MO 63105
Attention: Mark Billeaud
Email: mbilleaud@summitstl.com
and cgarvey@summitstl.com

With a copy to:

Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, MO 63101
Attention: Missy McCoy
Email: mmccoy@lewisrice.com

6. The parties hereto shall have the authority to make necessary changes to this Agreement as may be required to complete the transaction described in the Transfer Instrument, including, but not limited to, the name of the Successor entity.

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

*Copy of CRA Agreement
(attached hereto)*

*(Copy available in the Commissioners’ Economic Development Department
until no longer of administrative value)*

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

*Copy of Instrument Conveying the Transferred Property
(attached hereto)*

*(Copy available in the Commissioners’ Economic Development Department
until no longer of administrative value)*

ESTOPPEL CERTIFICATE

September __, 2025

SRV Acquisitions, LLC, its successors and/or assigns
c/o Summit Real Estate Group
135 N. Meramec, Ste. 600
St. Louis, Missouri 63105

Re: Community Reinvestment Area Agreement, dated December 28, 2017, by and among the COUNTY OF DELAWARE, OHIO, A political subdivision of the State of Ohio (the “County”), and HIGHDEV II, LLC, an Ohio limited liability company (the “Original Property Owner”), as assigned by Original Property Owner to HOKUTO U.S.A., INC., a Michigan corporation (“Owner”), pursuant to that certain Assignment and Assumption Agreement dated May 20, 2022 by and among the County, Original Property Owner, and Owner, relating to the property commonly known as 7046 Green Meadows Drive, Lewis Center, Ohio (the “Property”) (as assigned, the “CRA Agreement”)

To Whom It May Concern:

In accordance with the terms of Section 24 of the CRA Agreement, SRV Acquisitions, LLC, its successors and/or assigns, as the proposed purchaser of the Property (“Purchaser”), has requested that the County and Owner execute this Estoppel Certificate (this “Estoppel”) with respect to the CRA Agreement. A

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

copy of the CRA Agreement is attached hereto and incorporated herein as Exhibit A. The County and the Owner hereby certify and represent to Purchaser, that the following statements are true and correct as of the date hereof:

- 1. The CRA Agreement is unmodified and in full force and effect.
- 2. There is no default by Owner under the CRA Agreement and, to the County’s knowledge, no event or condition has occurred that with the giving of notice and/or the passage of time would give rise to a default under the CRA Agreement.
- 3. Owner is in compliance with terms of the CRA Agreement.
- 4. The person executing this Estoppel on behalf of the County is authorized to do so.
- 5. The person executing this Estoppel on behalf of Owner is authorized to do so.
- 6. This Estoppel may be relied upon by Purchaser.

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

10
RESOLUTION NO. 25-754

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

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

WHEREAS, the Delaware County Sheriff and his staff recommend approval of an agreement with BKM Construction, LLC, for Maintenance, Repairs, Removal and Replacement of railroad ties used for the backstop at DCSO’s Firearms Range;

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

SERVICES AGREEMENT

This Agreement is made and into on September 22, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), the Delaware County Sheriff’s Office, 1776 State Route 521, Delaware, Ohio 43015 (“DCSO”), and BKM Construction, LLC, 237 Curtis Street, Delaware, Ohio 43015 (“Contractor”), hereinafter collectively referred to as the “Parties”.

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall perform maintenance, repairs, removal, and replacement of railroad ties used for the backstop at DCSO’s Firearms Range, 888 US 42 North, Delaware, OH 43015 (the “Services”). The Contractor shall perform the Services in a workmanlike manner
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s proposal, dated 08/13/2025, 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 6, and any of the documents incorporation by reference herein, the terms and conditions stated herein take precedence.

2 SUPERVISION OF SERVICES

- 2.1 County and DCSO hereby designates the Facilities Director, Jon Melvin, as the agent 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 Delaware 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 \$8,118.00.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

- 4.3 Total compensation under this Agreement shall not exceed \$8,118.00 without subsequent modification.
- 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 in accordance with the Proposal 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 DCSO may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The DCSO 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 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 Delaware County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County / DCSO, at which time the Contractor shall immediately suspend or terminate Services, as ordered by Delaware 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 DCSO 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**
- 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 requested 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, Ohio, its elected officials and employees, shall be named as additional insured 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 its subcontractors, shall furnish the County with properly executed certifications of insurance for all insurance required by the 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 Delaware 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 Delaware County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of Delaware County.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

- 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 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 of 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, 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.com.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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

Vote on Motion

Mr. Merrell Aye

Mr. Benton Aye

Mrs. Lewis Aye

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

11
RESOLUTION NO. 25-755

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

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

Transfer of Appropriation		
From:	To:	
10031301-5361	10031308-5328	\$7,118.00
Sheriff Deputies Attorney Services	Sheriff Firing Range Maint & Repair Services	

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

12
RESOLUTION NO. 25-756

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2LMN, INC. FOR DEL-CR72-7.50 CHESHIRE ROAD AND SOUTH GALENA ROAD INTERSECTION:

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

WHEREAS, pursuant to Resolution 22-19, adopted on January 13, 2022, this Board declared the necessity for intersection improvements in Delaware County and entered into an agreement with 2LMN, Inc. for required engineering services associated with the improvements (the “Agreement”); and

WHEREAS, the County Engineer has negotiated a scope of work and fee to perform additional services in furtherance of the improvements and recommends modifying the Agreement for such purpose;

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

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
DEL-CR72-7.50 ~ Cheshire Road and South Galena Road Intersection

This Amendment No. 1 to the Prime Agreement dated January 13, 2022 is made and entered into this 22nd day of September, 2025, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **2LMN, Inc.**, 1105 Schrock Road, Suite 516, Columbus, Ohio 43229 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Prime Agreement, the Parties mutually agree to amend the Prime Agreement as follows:

- A. Based on the Phase 1 Cultural Resources Survey for the Proposed DEL-CR72-7.50 Intersection Improvements in Delaware County, Ohio dated July 31, 2025, Section 4.3 of the Prime Agreement shall be modified to increase by Fourteen Thousand Six Hundred Thirty-Six Dollars (\$14,636.00) to a maximum total compensation of Three Hundred Eight Thousand Seven Hundred Sixty-Nine Dollars and Thirty-Eight Cents (\$308,769.38).
- B. Section 7.1 of the Prime Agreement shall be modified to extend the date for the completion of Services to June 30, 2026.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Prime Agreement not specifically amended herein shall remain in full force and effect.

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

13
RESOLUTION NO. 25-757

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH ORANGE TOWNSHIP FOR IMPROVEMENTS TO EAST POWELL ROAD:

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

COOPERATIVE PROJECT AGREEMENT
BETWEEN DELAWARE COUNTY AND
ORANGE TOWNSHIP
FOR IMPROVEMENTS TO EAST POWELL ROAD

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

This Cooperative Project Agreement (“Agreement”) is made by and among the Board of Commissioners of Delaware County (“County”), whose principal place of business is located at the Delaware County Historic Courthouse, 91 N. Sandusky St., Delaware, OH 43015, on behalf of the Delaware County Engineer (“Engineer”), whose principal place of business is located at The Byxbe Building, 1610 S.R. 521, Delaware, OH 43015, and the Orange Township Board of Trustees (“Township”), whose principal place of business is located at 1680 E. Orange Rd., Lewis Center, OH 43035, (individually “Party” and collectively “Parties.”)

WHEREAS, the Parties have determined the need to make improvements to East Powell Road by adding sidewalks and a shared use path and desire to cooperate for the purpose of completing said improvements; and,

WHEREAS, Section 5543.10 of the Revised Code provides that a board of county commissioners or board of township trustees, by unanimous vote, may order the construction, repair, or maintenance of sidewalks, curbs and gutters along or connecting the public highways, outside a municipal corporation, without a petition for that construction, repair or maintenance, and may assess all, part or none of the cost on abutting property owners; and,

WHEREAS, Section 5555.022 of the Revised Code provides that a board of county commissioners, by resolution adopted by a majority vote and acting without regard to or necessity for a petition, may find that the public convenience and welfare require the improvement of any public road or parts of any public road or roads, identified in that resolution; and,

WHEREAS, Orange Township has obtained a commitment of funding through the Clean Ohio Trail Fund program to construct a 10-foot wide shared use path on the north side of East Powell Road; and,

WHEREAS, the County has committed funding through its Trail Assistance Program for said improvements; and,

WHEREAS, pursuant to Section 307.15 of the Ohio Revised Code, the County may enter into an agreement with the Township, whereby the County undertakes, and is authorized by the Township, to exercise any power, perform any function, or render any service on behalf of the Township, that the Township may exercise, perform or render.

WITNESSETH:

In consideration of the mutual benefits accrued, the Parties hereby agree as follows:

1 PROJECT INFORMATION

1.1 Project Defined. The Project includes constructing paths and sidewalks along East Powell Road commencing at or near South Old State Road and ending at or near Lyra Drive, consisting of a 10-foot wide sidewalk or path on the north side and a 5-foot wide sidewalk along the south side.

1.2 Cost Estimate. The estimated construction cost of the Project, as of the date of this Agreement, is as follows:

- 1.2.1 10-Foot Wide Shared Use Path (North Side): \$910,700**
- 1.2.2 5-Foot Wide Sidewalk (South Side): \$267,600**

2 PROJECT DELIVERY

2.1 Design; Right of Way; Utility Relocation; The County Engineer shall prepare plans, specifications, and estimates for the Project with cost splits as required for the various funding programs. The County, acting through the County Engineer, shall acquire and pay for any necessary permits or rights of way for the project and shall coordinate and pay for the relocation of any affected utilities. No right of way or utility relocation costs are anticipated for the Project.

2.2 Bidding; Construction Management. The County will let, by competitive bidding, a single contract for construction of the Project and shall keep an accurate accounting of costs associated with each part of the project for funding program purposes. The County Engineer will superintend and inspect the work at no cost to the Township.

2.3 Payment of Construction Costs; Completion. The County shall pay construction contract invoices as they are due. The County Engineer shall submit invoices to the Township for reimbursement of its share of the project cost described hereinafter.

2.4 Completion. The County will complete the Project at the earliest practicable date, estimated at the time of this Agreement to be August 1, 2026.

3 COST PARTICIPATION

3.1 Clean Ohio Trail Fund Grant; Eligible Costs. The Township, as Project Sponsor has obtained a commitment of up to \$500,000 through the Clean Ohio Trail Fund (COTF) Program to pay for up to 75% of costs associated with constructing the 10-foot wide shared use path on the north side of East Powell Road. Only costs incurred by the Project Sponsor that are associated with construction of the 10-foot wide shared use path are eligible for reimbursement through the COTF Program. No costs associated with the 5-foot wide sidewalk are eligible through the COTF Program. The COTF Program operates on a reimbursement basis and funds must first be expended by the project sponsor to be reimbursed. The

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

Township shall reimburse the County for eligible costs under this program that are invoiced to the Township by the County Engineer, not to exceed 75% of eligible costs, up to the maximum grant amount of \$500,000. The Township shall subsequently seek reimbursement from the State of Ohio through the required procedures of the Clean Ohio Trail Fund Program.

- 3.2 County Trail Assistance Program Grant.** The County has discretion to award funds from its Trail Assistance Program ("Program") to costs associated with the shared use path, including for use by the Project Sponsor as local matching funds for the COTF Program. The County, pursuant to agreement dated 11/17/2022, authorized by Resolution 22-751, has committed up to \$82,125 of Program funds to Orange Township, for a shared use path on East Powell Road. The County shall apply these funds first to satisfy the local matching amount required by the COTF Program. If any committed Program funds remain after the matching amount has been fully satisfied, remaining funds shall then be applied to other Project costs. The County shall make timely payments of these Program funds on behalf of the Township to the contractor as construction invoices are due.
- 3.3 Township Participation; Matching Funds.** The Township shall pay the required local matching amount of the COTF grant, being any remaining cost of the 10-foot wide shared use path on the north side of East Powell Road after the funds paid through the County's Trail Assistance Program are applied by the County on the Township's behalf. The Township's total cost contribution shall not exceed \$42,875 for this Project. The source of funds paid by a Township for its Cost Share shall be from non-federal sources and shall not obligate the County to any additional federal or state rules or regulations beyond those ordinarily applicable to public road projects paid for with county general revenue funds or state public works funds. Such payments shall be considered the Township's entire cost participation in the Project.
- 3.4 County Participation.** The County, through Road and Bridge Fund, shall pay for the entire cost of constructing the 5-foot wide sidewalk on the south side of East Powell Road, less any funds paid through the County's Trail Assistance Program, and any additional Project costs not described above.
- 3.5 Payment of Invoices from the County to the Township.** The Township shall have no less than thirty (30) days to pay any invoices it receives from the County pursuant to this Agreement.
- 3.6 No Special Assessments to be Levied.** No special assessments authorized under Section 5543.10 of the Revised Code, or any other applicable law, are being used to pay for this Project. Pursuant to Section 5543.10 of the Revised Code, after notice given by publication and a public hearing, a unanimous vote of the Board of County Commissioners is required in the making of improvements through this Project.

4 GENERAL PROVISIONS

- 4.1 Term.** The term of this Agreement shall become effective on the date the last Party signs the Agreement and shall continue until completion of the Project and all related activities.
- 4.2 Termination.** This Agreement shall only be terminated for cause. Written notice of termination, approved by a majority of the legislative authority of the terminating Party, shall be provided to the other Party at least thirty (30) days in advance of termination. The notice shall state the intention of the Party to terminate the Agreement, the effective date of termination, and the cause for termination.
- 4.3 Notice.** All notices and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, or by email, confirmation of delivery, to all of the following individuals at the following addresses and shall be effective when sent or transmitted:

County

Board of Commissioners
Delaware County, Ohio
c/o Tracie Davies, County Administrator
Delaware County Historic Courthouse
91 N. Sandusky St.
Delaware, OH 43015
E: TDavies@co.delaware.oh.us

Engineer

Delaware County Engineer
c/o Rob Riley, PE, PS, Chief Deputy Engineer
The Byxbe Building
1610 S.R. 521
P.O. Box 8006
Delaware, OH 43015
E: RRiley@co.delaware.oh.us

Township

Orange Township Board of Trustees

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025**

c/o Michele Boni, Orange Township Administrator
1680 E. Orange Rd.
Lewis Center, OH 43035
E: mboni@orangetwp.org

Parties may change the name of the person, address, and/or email to which notice is to be provided by providing written notice to all other Parties in accordance with this section.

4.4 Parties Responsible for Their Own Actions. The Parties are a governmental entities/political subdivisions and lack authority to indemnify. Therefore, the Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, directors, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

4.5 Insurance. The Parties shall respectively carry and maintain current throughout the term of the Agreement, without lapse, the following policies of insurance with the following minimum coverages:

- A. Commercial General Liability Insurance with minimum coverage 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).
- B. Worker's Compensation Insurance as required by Ohio law.

Upon request, each Party shall provide the other a certificate(s) of insurance evidencing the above required insurance.

Each Party shall name the other Parties as additional insureds on the policy(ies) of insurance required by subparagraph 4.5(A) above. Such designation shall appear on any provided certificate(s) of insurance.

Each Party shall be responsible for any and all premiums for the respective policies of insurance they are required to carry and maintain.

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 additionally insured Parties 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 any provided certificates of insurance.

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

4.6 Compliance with Applicable Law. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Agreement.

4.7 Records Retention/Access. Records related to this Agreement shall be retained and accessed 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"), the Parties 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, the Parties 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 (generally M-F, 8:00AM-5:00PM prevailing Eastern Time in the United States) and with reasonable notice, the Parties shall make available to the other Parties or their authorized representatives, at no cost and within a reasonable period of time, any and/or all Records. Parties or their authorized representatives shall be permitted to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.

4.8 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 express written consent of all Parties.

4.9 Consideration. The Parties agree that the mutual benefits and welfare derived from and received by all Parties and public as a result of this Agreement are good and valuable consideration in support of this Agreement. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

4.10 Entire Agreement. This Agreement, and those documents incorporated by reference herein, constitute the entire understanding and agreement between the Parties, supersede all prior understandings and

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

- agreements relating to the subject matter hereof, whether written or oral, and may only be amended in writing with the mutual consent and agreement of the Parties.
- 4.11 Financial Audits.** The agency managing the respective phase of work of the Project will be responsible for conducting and coordinating any federal or state audits of funds provided in those phases.
- 4.12 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 an appropriate Delaware County, Ohio court or federal court having jurisdiction over Delaware County, Ohio and such courts shall be deemed to have jurisdiction and venue. The Parties hereby irrevocably consent to such applicable law, venue, and jurisdiction.
- 4.13 Headings.** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions. This Agreement will be deemed to have been drafted by all Parties and no interpretation will be made to the contrary.
- 4.14 Drafting.** This Agreement shall be deemed to have been drafted by all Parties and no interpretation shall be made to the contrary.
- 4.15 Survival.** The following sections shall survive any termination of this Agreement:
- A. Sec. 4.4 (Parties Responsible For Their Own Actions)
 - B. Sec. 4.5 (Insurance)
 - C. Sec. 4.7 (Records Retention/Access)
 - D. Sec. 4.9 (Consideration)
 - E. Sec. 4.12 (Governing Law, Venue, and Jurisdiction)
 - F. Sec. 4.15 (Survival)
 - G. Sec. 4.19 (Signatures).
- 4.16 Waivers.** No waiver of breach of any provision of this Agreement will 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 will 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 will not constitute and will 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.
- 4.17 Severability.** The provisions of this Agreement are severable and independent, and if any 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.
- 4.18 Counterparts.** This Agreement may be executed in counterparts. Any counterparts shall be a part of this Agreement and constitute one (1) and the same Agreement.
- 4.19 Signatures.** Any person signing 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 sign this Agreement on such principal's behalf and are authorized to bind such principal.

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

14
RESOLUTION NO. 25-758

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:

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0247	SPECTRUM	OWENFIELD DR	PLACE SERVICE
UT2025-0248	FRONTIER	LIBERTY RD	FIBER OPTIC CABLE
UT2025-0249	CONSOLIDATED COOP	CURTIS, THOMAS, NORTON & ROBERTS ROADS	ROAD BORE
UT2025-0250	CINCINNATI BELL	WELLINGTON BLVD	FIBER OPTIC CABLE
UT2025-0251	FRONTIER	HYATTS & TAGGERT ROADS	FIBER OPTIC CABLE
UT2025-0252	SPECTRUM	TRENTON RD	POWER SUPPLY
UT2025-0253	SPECTRUM	N COUNTY LINE RD	ROAD BORE
UT2025-0254	SPECTRUM	CENTER VILLAGE RD	ROAD BORE
UT2025-0255	ZAYO GROUP	COUNTY LINE RD & SR37	RELOCATE
UT2025-0256	COLUMBIA GAS	TIMBERVALLEY DR &	FACILITIES
UT2025-0257	FRONTIER	CREEKVIEW DR	INSTALL GAS MAIN
UT2025-0258	CINCINNATI BELL	LEWIS CENTER & HOME RD	FIBER OPTIC CABLE
UT2025-0259	FRONTIER	N LIBERTY ST CLARK SHAW RD & JESSICA LN S	FIBER OPTIC CABLE

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

15
RESOLUTION NO. 25-759

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR BERLIN FARM WEST, SECTION 7; CLARKSHAW CROSSING, SECTION 3; AND THE VILLAS AT OLD HARBOR WEST, SECTION 2:

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

WHEREAS, M/I Homes of Central Ohio, LLC has submitted the plats of subdivision for Berlin Farm West Section 7 and Clarkshaw Crossing Section 3, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, 3 Pillar Homes Villas at Old Harbor West, LLC has submitted the plat of subdivision for The Villas at Old Harbor West Section 2, 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 Berlin Farm, West Section 7; Clarkshaw Crossing, Section 3; and The Villas at Old Harbor West, Section 2:

Berlin Farm West Section 7:

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lots 13 (2.602 Acres) and 15 (17.062 Acres), Quarter Township 2, Township 4, Range 18, United States Military Lands, containing 19.664 acres of land, more or less, said 19.664 acres being comprised of a part of each of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 2038, Page 2620, and Official Record 2169, Page 1690, Recorder’s Office, Delaware County, Ohio.

Clarkshaw Crossing Section 3:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots 36 (18.249 ac) and 37 (27.886 ac), Quarter Township 3, Township 4, Range 19, United States Military Lands, containing 46.135 acres of land, more or less, said 46.135 acres being comprised of a part of each of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 2088, Page 1865, and Official Record 2150, Page 1890, and to Clarkshaw Sawmill Holdings LLC by deed of record in Official Record 2035, Page 2884 and Official Record 2036, Page 25, also being a resubdivision of Lots 33 and 34, and of Outlots 1,2,and to 3, of the subdivision entitled “H.A. Hyatts 1st Addition to the Town of Hyattsville”, of record in Plat Book 2 , Page 283, Recorder’s Office, Delaware County, Ohio.

The Villas at Old Harbor West, Section 2:

Situated in the State of Ohio, County of Delaware, Township of Berlin, lying in Farm Lot 2, Section 4, Township 4, Range 18, United States Military District. Containing 7.279 acres, said 7.279 acres being part of the remainder of a 10-30.5/160 acre tract as conveyed to 3 Pillar Homes Villas at Old Harbor West, LLC in Official Record 1748, Page 1235, the remainder of an 18.156 acre tract as conveyed to 3 Pillar Homes Villas at Old Harbor West, LLC in Official Record 1764, Page 1040, and a 4.341 acre tract as conveyed to 3 Pillar Homes Villas at Old Harbor West, LLC in Official Record 1764, Page 2846, Delaware County Recorder’s Office.

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

16
RESOLUTION NO. 25-760

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING THE BONDS FOR BERLIN BLUFFS SECTION 1 AND BERLIN BLUFFS SECTION 2:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in Berlin Bluffs Section 1 and Berlin Bluffs Section 2 (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

Berlin Bluffs Section 1:

- An addition of 0.425 mile to Township Road number 1839 Cleo Street
- An addition of 0.157 mile to Township Road number 1872 Balsamridge Drive
- An addition of 0.224 mile to Township Road number 1874 Eastwick Road

Berlin Bluffs Section 2:

- An addition of 0.717 mile to Township Road number 1839 Cleo Street
- An addition of 0.087 mile to Township Road number 1880 Doras Drive; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- Establish a stop condition for Township Road 1872, Balsamridge Drive, at its intersection with Township Road Number 1839, Cleo Street
- Establish a stop condition for Township Road 1874 Eastwick Road, at its intersection with Township Road 1839, Cleo Street
- Establish a stop condition for Township Road 1880, Doras Drive at its intersection with Township Road 1839, Cleo Street; and

WHEREAS, the Engineer recommends that 25-mile-per-hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer also requests approval to return the maintenance bonds to the owner, Pulte Homes of Ohio, LLC;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves the speed limits, establishes stop conditions, and releases the bonds in accordance with the Engineer’s recommendations stated herein.

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

17
ADMINISTRATOR REPORTS

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

18
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – Gave Fair and Brown Jug highlights. He attended the Veteran’s Dinner at the Fair. He will be attending an Investment Committee meeting on 09/23/25 with the newly elected Treasurer.

Commissioner Merrell – Gave Fair highlights. He attended the Veteran’s Dinner at the Fair. He will be attending a CCO Board meeting on 09/26/25.

Commissioner Lewis – offered thanks to staff for setting up Session Hearing at the Fair, gave praise to 4-H Program

19
RESOLUTION NO. 25-761

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMLOYMENT, DISMISSAL, DISCIPLINE AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:

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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2025

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

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

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

20
RESOLUTION NO. 25-762

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. 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