

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 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

1
RESOLUTION NO. 25-889

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 27, 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 October 27, 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

Joel Sodano, James Hoffman and Steven Garner – Green Light for Veterans

3
RESOLUTION NO. 25-890

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1029 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 1029:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1029, memo transfers in batch numbers MTAPR 1029 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2500544) City of Delaware	Land and Buildings	10011105-5338	\$15,500.00
(P2500549) IGS Energy	Land and Buildings	10011105-5338	\$3,000.00
(P2500531) AEP	Land and Buildings	10011105-5338	\$70,000.00
(P2500051) PNC	Land and Buildings	10011105-5201	\$5,000.00
(P2500547) Columbia Gas	Land and Buildings	10011105-5338	\$11,000.00
(P2500537) Consolidated	Land and Buildings	10011105-5338	\$5,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2504680	BUCKEYE INNOVATION LLC	WEBSITE REMEDIATION - ADA COMPLIANCE	10011102 - 5301	\$ 50,000.00
R2504813	AECOM TECH SERVICES INC	SANITARY SEWER REHAB PROJECT - RESOLUTION 25-874	66611900 - 5415	\$ 400,000.00
R2504740	RICHWOOD BANKING COMPANY	RIVERBY DEBT SERVICE	35111346 - 5601	\$90,083.11
R2504654	LIBERTY SERVICES INC	KITCHEN HOOD CLEANING JAIL	10011105 - 5325	\$7,400.00

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

4
RESOLUTION NO. 25-891

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY DECEMBER 4, 2025:

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It was moved by Mr. Benton, seconded by Mr. Merrell, to cancel the Delaware County Commissioners’ session scheduled for Thursday December 4, 2025.

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

5
RESOLUTION NO. 25-892

IN THE MATTER OF APPROVING A PROCLAMATION TO HONOR OUR VETERANS BY TAKING PART IN THE "GREEN LIGHT A VET":

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

WHEREAS, Delaware County has a responsibility to recognize Veterans and current service members as valued members of our community; and

WHEREAS, Veterans are some of our nation’s bravest and hardest-working men and women, with nearly 200,000 service members transitioning to civilian life each year; and

WHEREAS, studies indicate that between 44 percent and 72 percent of these Veterans transitioning to civilian life experience high levels of stress during this time and are at high risk for suicide; and

WHEREAS, Operation Green Light for Veterans provides an opportunity to literally shine a light on the service and sacrifices of our Veterans; and

WHEREAS, green is the color of hope, renewal and well-being, and the simple act of changing an outdoor light to green provides a tangible way to show gratitude not only to our Veterans, but to current U.S. service members and their families; and

WHEREAS, the National Association of Counties encourages all counties to recognize and support Operation Green Light for Veterans;

THEREFORE, BE IT RESOLVED that Delaware County Board of Commissioners declares itself to be a Green Light for Veterans County and will display green lights outside The Historic Courthouse from November 4 through November 11, 2025. And the Board further encourages its citizens to honor those who have served and sacrificed by also displaying green lights at their residences or places of business.

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

6
RESOLUTION NO. 25-893

IN THE MATTER OF DESIGNATING ELIGIBLE BANKING INSTITUTIONS AS PUBLIC DEPOSITORIES FOR ACTIVE MONEYS OF DELAWARE COUNTY FOR THE FOUR-YEAR PERIOD COMMENCING DECEMBER 1, 2025 AND ENDING NOVEMBER 30, 2029:

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

WHEREAS, on September 11, 2025, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 25-721, setting October 17, 2025 at 4:00PM, as the deadline for filing applications for designation as a public depository of active moneys for Delaware County for the four-year period commencing December 1, 2025 and ending November 30, 2029, and setting October 30, 2025, as the date on which the designations shall be made, upon recommendation of the Delaware County Treasurer, all pursuant to section 135.33 of the Revised Code; and

WHEREAS, the following eligible institutions submitted timely applications in response to the Board’s notice:

- Buckeye State Bank;
- Fifth Third Bank;
- First Commonwealth Bank;
- Huntington Bank;
- JP Morgan Chase Bank;
- Key Bank;
- PNC Bank;
- U.S. Bank; and

WHEREAS, the Delaware County Treasurer recommends that the following eligible institutions that submitted timely applications be designated as public depositories for active moneys of Delaware County for the four-year period commencing December 1, 2025 and ending November 30, 2029:

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Buckeye State Bank;
Fifth Third Bank;
First Commonwealth Bank;
Huntington Bank;
JP Morgan Chase Bank;
Key Bank;
PNC Bank;
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that:

Section 1. The Board hereby designates the following eligible institutions as public depositories for active moneys of Delaware County for the four-year period commencing December 1, 2025 and ending November 30, 2029:

Buckeye State Bank;
Fifth Third Bank;
First Commonwealth Bank;
Huntington Bank;
JP Morgan Chase Bank;
Key Bank;
PNC Bank.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution to the Delaware County Treasurer and each of the institutions designated in Section 1 hereof.

Section 3. The Board hereby finds and determines that approval of this Resolution and all deliberations thereon are in compliance with the laws of the State of Ohio, including specifically section 121.22 of the Revised Code.

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

7
RESOLUTION NO. 25-894

IN THE MATTER OF ADOPTING AN UPDATED DELAWARE COUNTY VOLUNTEER AND UNPAID INTERNSHIP HANDBOOK:

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

WHEREAS, on May 3, 2021, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 21-368, approving the Delaware County Volunteer Handbook to provide overall direction to volunteers and staff involved with volunteer and management efforts; and

WHEREAS, the Board and its management staff have recognized the need to periodically review and revise policies and procedures to meet new requirements, provide clarification, and better serve the County’s employees, volunteers, and the public; and

WHEREAS, the Deputy County Administrator recommends adopting an updated volunteer handbook to make necessary revisions and incorporate policies for unpaid internships;

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

Section 1. The Board hereby adopts the Delaware County Volunteer and Unpaid Internship Handbook in the form attached hereto and, by this reference, incorporated herein.

Section 2. This Resolution, and the Delaware County Volunteer and Unpaid Internship Handbook adopted herein, shall supersede Resolution No. 21-368 and any and all prior inconsistent resolutions, regulations, policies, handbooks, and provisions, effective immediately upon adoption of this Resolution.

Section 3. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

**DELAWARE COUNTY
VOLUNTEER & UNPAID
INTERNSHIP HANDBOOK
2025**

SECTION 1

DEFINITION

A Volunteer is one who enters into service of their own free will without remuneration.

An Unpaid Intern is one who enters into service without remuneration while receiving educational credit

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through a college, university or another educational institution.

For purposes of this Handbook, “volunteer” will be used to described both a volunteer and unpaid intern.

PURPOSE

The purpose of this handbook is to provide overall direction to volunteers and staff involved with volunteer and programmatic management efforts. Delaware County reserves the right to update any of these guidelines at any time.

VOLUNTEER REGISTRATION

Only registered volunteers may participate in the Volunteer Programs for Delaware County.

- All volunteers must complete an application through the County website prior to the interview process.
- Volunteers will generally be at least 18 years of age. A volunteer under the age of 18 years of age may be considered if the volunteer is a candidate and selected for the County’s student internship program. The student must meet the criteria of the Student Internship program including but not limited to parental or guardianship authorization.
- Recognized organizations and individuals who participate in volunteer activities must sign and submit a *Hold Harmless Agreement* before beginning the activity, and the individuals of recognized organizations must be registered volunteers. Parents or guardians must complete the Hold Harmless Agreement for any volunteer under the age of 18.

VOLUNTEER PROTECTION LAWS

The Federal Volunteer Protection Act of 1997 provides immunity for harm caused by the volunteer’s acts or omissions if 1) the volunteer was acting within the scope of his/her responsibility at the time of act/omission, 2) the harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct or a “conscious, flagrant indifference” to the rights or safety of the individual harmed by the volunteer and 3) the harm was not caused by the operation of a motor vehicle, aircraft, or other vehicle for which an operator’s license or insurance is required by the state.

State law provides civil immunity for volunteers unless the volunteer actively and knowingly participates with the action or omission of an officer, employee, trustee, or other volunteer, or if the volunteer ratifies the act or omission of another after it is done, or if the act or omission of the volunteer constitutes willful or wanton misconduct or intentionally tortuous conduct.

Federal and state laws allow criminal records check of volunteers who work with older adults or children.

VOLUNTEER RIGHTS

Delaware County will provide information needed for successful completion of the assignment.

- Volunteers who believe they have not been given the proper amount of instruction or the information needed to perform the job assignment(s) have the right to request more training and guidance.
- Volunteers have the right at any time to request an evaluation of their service performance by contacting the department supervisor, director, volunteer coordinator, or Human Resources.
- Volunteers have the right to express appropriate position related ideas and comments to any staff member regarding their service.

SECTION II

INTERVIEWING AND PLACEMENT

Interviewing potential volunteers helps determine interest and abilities of the potential volunteer and their suitability to a particular job. Volunteers will be placed in an assignment that utilizes skills, interests, abilities, and experience, and will be provided with a job description of the accepted assignment.

TRAINING

Volunteers will be provided the training necessary for the volunteer to successfully fulfill the volunteer job duties to which they are assigned.

CONDUCT

Volunteers are required to maintain high standards of good behavior and efficient service in the performance of their assignments, based on reasonable standards of performance and conduct.

Volunteers must:

- follow all applicable policies and procedures as indicated in this volunteer handbook as well as applicable policies and procedures within the Delaware County Personnel Policy Manual and other stand-alone policies or standard operating guidelines or procedures.
- be willing to be trained and guided during their time of service;

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- remain objective and professional with employees, customers, and other community members when representing Delaware County as a volunteer;
- be careful not to solicit political, religious, or other personal opinions;
- be on time;
- do their best to complete all accepted assignments and if for any reason are unable to do so, to advise a program supervisor; and
- contact the program supervisor, informing them of any absences (supervisor contact information will be provided).

CODE OF ETHICS

All volunteers are expected to maintain the highest ethical standards and to conduct themselves in a manner above reproach at all times following the Delaware County adopted Professional Conduct policy and all other applicable policies of Delaware County.

Volunteers who have direct dealings with customers shall treat those individuals with courtesy and in a respectful manner at all times

Volunteers must:

- communicate any concern or questions to a staff member as soon as possible, especially on matters of personal or customer safety;
- respect all property belonging to Delaware County, special event sites, and property belonging to other volunteers, staff, and customers; and
- wear proper clothing appropriate to the assignment for health and safety practices, as approved by the program supervisor and within the adopted dress code policy.

The above list is not intended to be all inclusive.

HEALTH AND MEDICAL

On a scheduled day, volunteers who are unable to complete their assignments are requested to notify the program supervisor as soon as possible to ensure continuity of the program. Continued or prolonged absence may result in discontinuation of the assignment. In addition,

- Communicable health conditions must be reported to the program supervisor and/or volunteer coordinator before reporting for service.
- Personal injuries occurring while volunteering must be reported immediately to the program supervisor utilizing the county incident reporting form.
- Witnessing an injury or accident must be reported immediately to the program supervisor. Witness statements may also be requested and obtained through the county incident reporting form.

CONFIDENTIALITY

To the extent permitted by law, volunteers are responsible for maintaining the confidentiality of all information to which they are exposed while serving as a volunteer for Delaware County, whether this information involves a customer, the customer's family, staff member, volunteer, or other person or program business.

Volunteers may not use or release information acquired as a result of their volunteer service if it is confidential by statutory provision or officially designated as confidential.

Upon leaving a voluntary position for any reason, all property of the county, including, but not limited to, all proprietary and confidential information, must be returned.

EVALUATIONS

Volunteers are assigned jobs and provided with job descriptions, and the volunteer will be evaluated on their performance of their assigned job.

Evaluation on volunteer performance will be given at least once per year to maintain the most positive work environment for the volunteer, staff and customers.

TERMINATION

- Delaware County reserves the right to determine when a volunteer assignment has been completed.
- Any volunteer found to have violated any portion of the Volunteer Code of Conduct may be terminated from the volunteer program immediately.

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SECTION III**SAFETY**

Delaware County has adopted methods and procedures reasonably necessary to protect the life, health, safety, and welfare of the employees, volunteers, and the general public working in or on or frequenting county buildings and property.

It is the responsibility of all volunteers to properly use the safety equipment provided by the County and to report unsafe working conditions or practices to the program supervisor.

NON-HARASSMENT

Delaware County does not tolerate discrimination or harassment by anyone towards the staff, volunteers, or customers.

All volunteers are subject to the Discrimination Prohibited policy adopted by the Board of Commissioners. All volunteers must read and sign the applicable policy receipt form before a volunteer assignment will commence. Any concern must be reported to the department director, volunteer program supervisor, or Human Resources immediately as identified in the County's Discrimination Prohibited policy.

Per the Discrimination Prohibited policy, proper corrective action will be taken against the offender if the complaint is determined to be founded, or against anyone knowingly filing a false complaint.

DRIVER ELIGIBILITY GUIDELINES

Generally, volunteers shall not operate a county vehicle in the course of their assignment. If a documented operational need exists for a volunteer, including unpaid interns, to operate a county vehicle in the course and scope of their assignment, the volunteer, including the unpaid intern, must follow all Delaware County Motor Vehicle Use and Delaware County Self Insurance and Risk Program policies.

Volunteers are not authorized to drive their own vehicle or any other type of motorized equipment in the course and scope of their county assignment.

Volunteers and unpaid interns may ride as a passenger in county owned vehicles for legitimate business purposes only.

Volunteers and unpaid interns under the age of 18 may ride as a passenger in county owned vehicles for legitimate business purposes only after written authorization is granted by the volunteer's parent or legal guardian.

INCIDENT/ACCIDENT REPORTING

Volunteers are covered under Delaware County's Self Insured Workers' Compensation program while performing their volunteer assignment.

All incidents and accidents are to be reported immediately to the department director, program supervisor, or Human Resources.

Incidents and accidents may include but are not limited to:

- Injury to the volunteer or another person
- Vehicle accidents
- Damaged, lost or stolen property
- Other occurrences, no matter how minor.

All incidents or accidents occurring while volunteering must be reported immediately to the program supervisor utilizing the county incident reporting form.

Any volunteer who is a witness to an incident or accident will be required to complete the county incident reporting form.

IDENTIFICATION OF VOLUNTEERS

Volunteers may be issued an identification card which will distinguish them as a volunteer for Delaware County.

CLOSING OF COUNTY BUILDINGS

Volunteers notified that a building or site is closed during business or assigned hours shall not report to their volunteer assignment and shall leave the building if a closing is announced. Emergency announcements during non-working hours are broadcast through the County's text alert notification system. If in doubt, contact the program supervisor before attempting to travel.

SECTION IV**FORMS**

- Verification of Receipt of Volunteer & Unpaid Internship Handbook
- Volunteer/Intern Consent and Release Form
- Release of Liability and Indemnification Agreement Volunteers/Unpaid Interns Under the Age of 18
- Job Shadowing / Ride-Along Agreement Form
- Job Shadowing Hold Harmless Agreement

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DELAWARE COUNTY
VERIFICATION OF RECEIPT OF VOLUNTEER HANDBOOK

VERIFICATION OF RECEIPT

I acknowledge that I have received a copy of the Delaware County Volunteer & Unpaid Internship Handbook and read its contents. I understand that it is my responsibility to comply with the policies, practices and rules of the Volunteer & Unpaid Internship Handbook and applicable Delaware County policies / procedures. I understand that the Delaware County Volunteer and Unpaid Internship Handbook, the Delaware County Personnel Policy Manual, and other applicable policies, all of which I am expected to follow, are available on the Delaware County website at: <https://humanresources.co.delaware.oh.us/policies/>.

If Volunteer/Intern under 18 years old:

Volunteer/Intern Signature	Parent or Guardian Signature
Volunteer/Intern Name (Please Print)	Parent or Guardian Name (Please Print)
Date	Date

DELAWARE COUNTY
VOLUNTEER & UNPAID INTERN CONSENT AND RELEASE

IN CONSIDERATION of being given the opportunity to participate as a volunteer in volunteer activities (hereinafter referred to as “Activity”) with Delaware County, on behalf of myself and my heirs, dependents, assigns and personal representatives, THE UNDERSIGNED:

- 1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES Delaware County, its officials, and any other employees, personnel or volunteers of Delaware County (the “Releasees”) from all liability to THE UNDERSIGNED for any and all losses or damages and any claims demands on account of injury to the person or property or resulting in death of THE UNDERSIGNED, whether caused by the negligence of the Releasees or otherwise while THE UNDERSIGNED is participating in the Activity;
- 2. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while participating in the Activity; and
- 3. HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY the Releasees for any liability sustained by the Releasees as a result of any negligent, willful or intentional acts of THE UNDERSIGNED, including any costs, expenses or attorney fees incurred as a result of such acts.

THE UNDERSIGNED consents to and authorizes the Releasees to photograph and/or videotape THE UNDERSIGNED while participating in the Activity. THE UNDERSIGNED waives any and all rights to such photographs and/or videotapes and waives any and all rights to privacy of the images captured on such photographs and/or videotapes.

THE UNDERSIGNED expressly agrees that the foregoing Consent and Release is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion of this Consent and Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS CAREFULLY READ AND, AFTER HAVING THE OPPORTUNITY TO DISCUSS WITH COUNSEL OF MY CHOOSING, VOLUNTARILY SIGNS THE CONSENT AND RELEASE, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

If Volunteer/Intern under 18 years old:

Volunteer/Intern Signature	Parent or Guardian Signature
Volunteer/Intern Name (Please Print)	Parent or Guardian Name (Please Print)
Date	Date

DELAWARE COUNTY
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT
VOLUNTEERS/UNPAID INTERNS UNDER THE AGE OF 18

As the parent/legal guardian of the minor child listed below, a minor child (hereinafter, “Child”), and in consideration of allowing the Child to participate in job shadowing, volunteering, and/or internship opportunities with Delaware County, I hereby waive, release and discharge Delaware County, its officers, agents, employees, volunteers and representatives (hereinafter, the “Released Parties”) from any and all liability for any loss, injury or damage to persons or property, including liability arising from theft or any act of negligence or want of ordinary care on the part of the Released Parties, arising out of or otherwise relating to my or my Child’s participation in job shadowing, volunteering, and/or internship opportunities.

I further agree that I will defend, indemnify and hold harmless the Released Parties from all claims, demands and

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causes of action, including court costs and attorney’s fees, arising from any proceeding or lawsuit, brought by a third party or brought by me or prosecuted for my benefit or the benefit of my Child, arising out of my Child’s conduct or actions in connection with job shadowing, volunteering, and/or internship opportunities.

I hereby acknowledge that my Child is aware that he/she will be entering a worksite, which could contain potential safety hazards. I hereby acknowledge that my Child will follow all safety protocol information for the worksite and will follow all safety procedures outlined in the protocols, for example, wearing protective gear and riding in vehicles according to Ohio law and Delaware County’s policies.

This Agreement shall be construed in accordance with the laws of the State of Ohio, and any and all disputes arising hereunder shall be filed in and heard before the courts of Delaware County, Ohio. If any provision of this Agreement shall be determined or adjudged to be unenforceable, all remaining provisions shall continue in full force and effect.

I acknowledge that I have read this Release of Liability and Indemnification Agreement, understand its contents, and agree to its terms and conditions.

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Email: _____

Parent/Legal Guardian Phone: _____

Parent/Legal Guardian Signature: _____

Date Signed: _____

Minor Child Full Name: _____

Minor Child Signature: _____

Date Signed: _____

Delaware County
Job Shadowing / Ride-Along Agreement Form

Purpose:
Delaware County is pleased to offer opportunities for individuals to participate in job shadowing or ride-along experiences to learn more about public service roles. To ensure safety, professionalism, and a positive experience for all involved, we ask participants (and parent/guardian, if under 18) to review and acknowledge the following expectations.

Participant Expectations

1. Appropriate Attire
 - Dress in a clean, neat, and professional manner appropriate for the department and the nature of the job shadow or ride-along.
 - Closed-toe shoes are required. Additional attire guidance may be provided by the hosting department (e.g., no shorts, reflective vest, etc.).
2. Professional Conduct
 - Be respectful, courteous, and cooperative with all County staff and members of the public.
 - Maintain confidentiality regarding any sensitive or personal information observed.
 - Refrain from using cell phones, headphones, or recording devices during the experience unless explicitly approved.
3. Participation Requirements
 - Follow all instructions and safety guidance given by the County staff hosting the experience.
 - Remain with your assigned employee or supervisor at all times.
 - Do not engage in any physical activity or operation of County equipment unless specifically directed and supervised.
4. Reporting Concerns or Incidents
 - Immediately report any injury, unsafe condition, or inappropriate behavior to your assigned supervisor or the department representative.
 - In the event of an emergency, follow the directions of County personnel without delay.
5. Duration and Termination
 - Participation is limited to the pre-approved date and time. The County reserves the right to end the experience at any time for any reason, including failure to follow expectations.

Acknowledgment

By signing below, I acknowledge that I have read and understand the expectations listed above. I agree to follow all guidelines and understand that failure to do so may result in the termination of my job shadowing or ride-along experience. I also understand that I may be required to sign a separate **Hold Harmless Agreement**.

If under 18, my parent/legal guardian has reviewed this form with me and agrees to the terms on my behalf.

Participant Name (Printed): _____

Date of Birth: _____

Phone Number: _____

Email: _____

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Signature of Participant:

Date:

If under 18, Parent/Guardian Information is required below.

Parent/Guadian Name (Printed):

Relationship to Participant:

Phone Number:

Email:

Signature of Parent/Guadian:

Date:

Department Use Only

Department Hosting Experience:

County Supervisor/Contact
Name:

Date(s) of Shadow/Ride-Along:

DELAWARE COUNTY JOB SHADOWING / RIDE-ALONG
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in a job shadowing or ride-along experience with Delaware County, I hereby voluntarily waive, release, and discharge Delaware County, its officers, agents, employees, volunteers, and representatives (hereinafter referred to as the “Released Parties”) from any and all liability for any loss, injury, or damage to persons or property, including liability arising from theft or any act of negligence or want of ordinary care on the part of the Released Parties, that arises out of or is in any way connected to my participation in the job shadowing or ride-along experience.

I further agree to defend, indemnify, and hold harmless the Released Parties from any and all claims, demands, and causes of action, including court costs and attorney’s fees, arising from any proceeding or lawsuit brought by a third party or brought by or on behalf of myself, related to my actions or conduct in connection with my participation in the job shadowing or ride-along.

I understand and acknowledge that I may be present in an active work environment that may include potential hazards. I agree to comply with all safety protocols and procedures, including but not limited to wearing appropriate protective gear and following all applicable laws and County policies, including those related to vehicle safety during any ride-along.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all claims or disputes arising under or relating to this Agreement shall be brought exclusively in the courts located in Delaware County, Ohio. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Participant Acknowledgment

I have read and understand this Hold Harmless and Indemnification Agreement and voluntarily agree to its terms.

Participant Name (Printed):

Signature of Participant:

Date:

If Participant is Under Age 18: Parent/Guardian Authorization Required

As the parent or legal guardian of the minor named above, I acknowledge that I have read and understand this Agreement, and I consent to my child’s participation in the job shadowing or ride-along experience. I voluntarily agree to the terms of this Agreement on behalf of my child and agree to be bound by its provisions.

Parent/Guardian Name (Printed):

Relationship to Participant:

Signature of Parent/Guardian:

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Date: _____

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

8
RESOLUTION NO. 25-895

IN THE MATTER OF ACCEPTING AN INCREASE TO THE COMMUNITY CORRECTIONS GRANT FOR THE ADULT COURT SERVICES DEPARTMENT AND APPROVING THE COMMUNITY CORRECTIONS GRANT AMENDED AGREEMENT BY AND BETWEEN THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, DIVISION OF PAROLE AND COMMUNITY SERVICES AND DELAWARE COUNTY:

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

WHEREAS, the Delaware County Adult Court Services Department applied for and was awarded the 2026 Community Corrections Grant (the “Grant”); and

WHEREAS, the Grant is used to augment County funds to pay for positions within Adult Court Services; and

WHEREAS, with Resolution No. 25-493, the Delaware County Board of Commissioners accepted the award of the Grant for the Adult Court Services Department and approved the Grant Agreement by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services and Delaware County; and

WHEREAS, the amount of funds awarded to the Delaware County Adult Court Services Department for the 2026 Grant has increased; and

WHEREAS, a local match is not required for the increase in the Grant; and

WHEREAS, the County Administrator is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official;

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

Section 1. The Board hereby accepts the increase of the award of the Grant as follows:

Grant # HB 166
Source: Ohio Department of Rehabilitation and Correction
Grant Period: July 1, 2025 to June 30, 2027

Ohio DRC Grant Original Amount:	\$707,516.00
Local Match:	\$ 0.00
Increase in Grant funds:	\$ 41,050.00
New Total Grant Amount:	\$ 748,566.00

Section 2. The Board hereby authorizes the County Administrator, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

Section 4. The Board hereby approves the Amended Community Corrections Grant Agreement by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services and Delaware County.

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

9
RESOLUTION NO. 25-896

IN THE MATTER OF ACCEPTING THE DELAWARE COUNTY COURT CONTINUITY OF OPERATIONS PLAN (COOP):

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

WHEREAS, the purpose of the Delaware County Court Continuity of Operations Plan (COOP) is to provide

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for the continuity of essential court functions in the context of an uninhabitable building scenario; and

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management Executive Committee, the County Clerk of Courts, the 5th District Court of Appeals, the Delaware County Probate/Juvenile Courts, the Delaware County Court of Common Pleas, the Delaware County Prosecutor’s Office, and Delaware County Auditor’s Office have accepted this court Continuity of Operations Plan (COOP); and

WHEREAS, the Director of the Delaware County Office of Homeland Security and Emergency Management recommends accepting the Delaware County Court Continuity of Operations Plan (COOP);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Delaware County Court Continuity of Operations Plan (COOP) and authorizes the President of the Board of Commissioners to execute the authentication page of the Delaware County Court Continuity of Operations Plan (COOP) document.

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

10
RESOLUTION NO. 25-897

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND BUCKEYE INNOVATION, LLC FOR WEBSITE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS:

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

WHEREAS, the Director of Communications recommends approval of the agreement between the Board of Delaware County Commissioners and Buckeye Innovation, LLC, for website compliance with the Americans with Disabilities Act (ADA) requirements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with Buckeye Innovation, LLC, for website compliance with the Americans with Disabilities Act (ADA) requirements;

SERVICES AGREEMENT

This Agreement is made and entered into on October 30, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Buckeye Innovation, LLC (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 **SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor shall provide review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility (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 County’s Request for Competitive Sealed Proposals (“RFP”), issued on September 22, 2025, and the Contractor’s Proposal, dated September 29, 2025 (the “Proposal”), both attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 **SUPERVISION OF SERVICES**

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

3 **AGREEMENT AND MODIFICATIONS**

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

4 **COMPENSATION**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor’s Proposal.
- 4.2 For all Services, the lump sum fee shall be \$100,000.

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- 4.3 Total compensation under this Agreement shall not exceed \$100,000 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.
- 5 PAYMENT**
- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.
- 6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**
- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services, promptly, diligently, in a workmanlike manner, and in accordance with the Contractor's Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.
- 7 SUSPENSION OR TERMINATION OF AGREEMENT**
- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 8 INDEMNIFICATION**
- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 9 INSURANCE**
- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 10 MISCELLANEOUS TERMS AND CONDITIONS**
- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current

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County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

- 10.2 **Independent Contractor:** The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 **Findings for Recovery:** Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 **Authority to Sign:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 **County Policies:** The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 10.10 **Drug-Free Workplace:** The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

11
RESOLUTION NO. 25-898

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE
USE OF VARIOUS COUNTY DEPARTMENTS:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program, TIPS Contract 190402 (the “Program”);

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Dog Warden, Facilities, JFS, the Coroner’s Office and the Building Safety Department for the following reasons: (a) existing vehicle leases with Enterprise are set to expire; and (b) existing vehicles are at the end of their useful service life.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Lease Rate Quote for each vehicle, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, and Credit Application with Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Department	Vehicle Type	2025 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
Dog Warden	Pick Up	Dodge Ram 1500	\$8,907.24	1	\$8,907.24
Facilities	Work Van	Chevy Express 2500	\$10,528.56	1	\$10,528.56
JFS	Passenger Van	Chrysler Voyager	\$8,714.16	1	\$8,714.16
Coroner	SUV	Nissan Pathfinder	\$6,795.84	1	\$6,795.84
Building Safety	SUV	Nissan Pathfinder	\$6,795.84	5	\$33,979.20
			TOTAL	9	\$68,925.00

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

12
RESOLUTION NO. 25-899

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH UNITED SURVEY, INC.
FOR SEWER REPAIRS ALONG WILSON ROAD:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with United Survey, Inc. for sewer repairs along Wilson Road;

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

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SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into on October 30th, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and United Survey Inc., 25145 Broadway Ave, Oakwood Village, OH 44146 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide the labor, equipment, and materials necessary for the repair of an existing 18-inch sanitary sewer between manhole 38 and 39 along Wilson Road, including the following items: flush the line, grout mainline joints, install UV cured-in-place-pipe (CIPP) liner with end seals, and perform post-installation televised inspection (collectively, the “Services”). The Contractor shall prepare and submit the liner thickness calculations to the County prior to the installation. The Contractor shall repair or replace components of the liner that fail due to faulty workmanship or material within a one (1) year warranty period from the date of project completion.
- 1.2 The Contractor shall perform the Services promptly, in a workmanlike manner, and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully described in and shall be rendered by the Contractor in accordance with the Contractor’s Fee Schedule, attached hereto as Exhibit A and, by this reference, fully incorporated herein.
- 1.4 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be on a time and material basis in accordance with the Fee Schedule included in Exhibit A.
- 4.2 Total compensation under this Agreement shall not exceed Seventy-Seven Thousand Two Hundred and Fifty Dollars and Zero Cents (\$77,250.00) without subsequent modification of this Agreement.
- 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

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

County:

Name: Delaware County Sanitary Engineer’s Office
Attn: Kellie Pike, PE
Address: 1620 State Route 521, PO Box 8006,
Delaware, Ohio 43015
Telephone: (740) 833-2243
Email: kpike@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Connor Murphy
Address of Firm: 25145 Broadway Ave.
City, State, Zip: Oakwood Village, OH 44146
Telephone: (440) 439-7250
Email: CMurphy@unitedsurveyinc.com

6 PAYMENT

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- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with Exhibit A and approved by the Sanitary Engineer.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.
- 7 COMMENCEMENT AND COMPLETION OF SERVICES; DELAYS AND EXTENSIONS**
- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services as ordered. This Agreement shall remain in effect through **January 31, 2026**, subject to Sections 4.2 and 8.1 of this Agreement.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 8 SUSPENSION OR TERMINATION OF AGREEMENT**
- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 9 CHANGE IN SCOPE OF SERVICES**
- 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 approved in a writing signed by both Parties.
- 10 INDEMNIFICATION**
- 10.1 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.
- 11 INSURANCE**
- 11.1 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.
- 11.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.3 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.
- 11.4 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 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 12 MISCELLANEOUS TERMS AND CONDITIONS**
- 12.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current

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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.

- 12.2 **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.**
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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.
- 12.7 **Findings for Recovery:** Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 **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.
- 12.9 **County Policies:** The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.10 **Drug-Free Workplace:** The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.11 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

13
RESOLUTION NO. 25-900

ARTICLE 2- CONTRACT TIMES

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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		March 1st, 2027
Final Completion		June 1st, 2027

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 07/30/2025**
(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** **GMP Exhibit C; Chris Pohlman – Project Manager, (As previously approved)**
(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.)

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

14
RESOLUTION NO. 25-901

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE CONTRIBUTION
AGREEMENT WITH NORTHSTAR NEW COMMUNITY AUTHORITY FOR THE NORTHSTAR
WATER RECLAMATION FACILITY UPGRADES PROJECT:

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

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

WHEREAS, on August 18, 2025, the Board adopted Resolution 25-644, approving Amendment No. 1 to the Contribution Agreement; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 2 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. 2 to the Contribution Agreement with Northstar New Community Authority:

AMENDMENT NO. 2 TO
CONTRIBUTION AGREEMENT

This Amendment No. 2 to the Contribution Agreement dated February 26, 2024 is made and entered into on October 30, 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

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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 Parties entered into Amendment No. 1 to the Contribution Agreement on August 18, 2025, whereby the Parties agreed to accept the CMAR’s GMP Amendment #1 proposal for the Facility effluent force main without modifications and share the costs of the CMAR’s GMP Amendment #1; and

WHEREAS, the CMAR has submitted a GMP proposal for the Facility upgrades;

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 Amendment #2 proposal for the Facility upgrades without modifications.
- 2) Upon execution of this Agreement and upon receipt of invoices for the CMAR and other construction-related services, the County will invoice the Contributor for their proportionate share of the invoice up to the amount of Three Million Eight Hundred Thirty-Eight Thousand Eight Hundred and Thirty-Seven Dollars (\$3,838,837.00), 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 #2; other construction-related services; and the construction fee, at-risk fee, general conditions, and contingency held in abeyance in accordance with Amendment No. 1 to the Contribution Agreement, and which shall be consistent with the **GMP #2 and Construction Cost Breakdown** attached hereto and, by this reference, incorporated herein. The County shall be responsible for the remainder of the cost and expense not assumed by the Contributor.
- 3) All other terms and conditions of the Contribution Agreement not specifically amended herein shall remain in full force and effect.

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

15
RESOLUTION NO. 25-902

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY
AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2026 TAXES:

It was moved by Mr. Merrell, seconded by Mr. Benton, to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the “Board”) owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District, and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria, and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$173,246.13 to the County Auditor for the 2026 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

2026 Sewer Tax Assessments
To be certified by the Board of Commissioners on 10/30/2025

Breakdown of Assessments by Treatment Plant:

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66211900-4108-11903 – OECC	\$65,412.18
66211900-4108-11904 – Alum Creek	\$90,254.55
66211900-4108-11905 – Lower Scioto	\$5,551.89
66211900-4108-11912 - Package Plants	\$12,027.51
Total Assessments	\$173,246.13

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

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MONTHLY SANITARY APPROVAL UPDATE

17
RESOLUTION NO. 25-903

IN THE MATTER OF DESIGNATING THE COMMUNITY IMPROVEMENT CORPORATION OF DELAWARE, OHIO AS THE AGENCY OF DELAWARE COUNTY FOR THE INDUSTRIAL, COMMERCIAL, DISTRIBUTION, AND RESEARCH DEVELOPMENT IN THE COUNTY AND APPROVING AN AGREEMENT WITH THE COMMUNITY IMPROVEMENT CORPORATION OF DELAWARE, OHIO FOR THE PREPARATION OF A PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION, AND RESEARCH DEVELOPMENT:

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

WHEREAS, pursuant to section 1724.10 of the Revised Code, a board of county commissioners may designate a community improvement corporation as the agency of the county for the industrial, commercial, distribution, and research development in the county, when the board has determined that the policy of the county is to promote the health, safety, morals, and general welfare of its inhabitants through the designation of a community improvement corporation as such agency; and

WHEREAS, on March 14, 1966, the Delaware County Board of Commissioners (the “Board”) adopted a resolution designating the Community Improvement Corporation of Delaware, Ohio as the county’s agent, pursuant to section 1724.10 of the Revised Code; and

WHEREAS, the Community Improvement Corporation of Delaware, Ohio has recently reorganized, and the Board wishes to renew its prior designation in order to promote the health, safety, morals, and general welfare of Delaware County’s inhabitants through the designation of the Community Improvement Corporation of Delaware, Ohio as the agency of Delaware County for the industrial, commercial, distribution, and research development in Delaware County; and

WHEREAS, any political subdivision which has designated a community improvement corporation as its agency under section 1724.10 of the Revised Code may enter into an agreement with the community improvement corporation to perform the functions set forth in section 1724.10 of the Revised Code;

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

Section 1. The Board hereby finds and determines that the policy of Delaware County is to promote the health, safety, morals, and general welfare of Delaware County’s inhabitants through the designation of a community improvement corporation as the agency of Delaware County for the industrial, commercial, distribution, and research development in Delaware County.

Section 2. The Board hereby designates the Community Improvement Corporation of Delaware, Ohio as the agency of Delaware County for the industrial, commercial, distribution, and research development in Delaware County, renewing and reaffirming the Board’s prior designation made on March 14, 1966.

Section 3. The Board hereby approves, and authorizes the President of the Board to execute, the following agreement with the Community Improvement Corporation of Delaware, Ohio:

AGREEMENT FOR THE PREPARATION OF A PLAN FOR INDUSTRIAL,
COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

This AGREEMENT FOR THE PREPARATION OF A PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the “*Agreement*”), is being entered into as of the 30th day of October, 2025, by and between the COUNTY OF DELAWARE, OHIO, by and through its Board of County Commissioners (the “*County*”), a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (the “*State*”), and the COMMUNITY IMPROVEMENT CORPORATION OF DELAWARE, OHIO (the “*CIC*”), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State

RECITALS

WHEREAS, the County, by Resolution No. 25-903 adopted on October 30, 2025, and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the County for the industrial, commercial, distribution and research development of the County and has approved this Agreement

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on behalf of the County; and

WHEREAS, based upon the designation of the CIC as the agency and instrumentality of the County for the aforementioned purposes, the CIC proposes that the CIC and the County enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the County (the “*Plan*”), all as provided for in Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, the County and the CIC do hereby agree as follows:

Section 1. Preparation of the Plan. The CIC shall contract with a qualified consultant or firm, acceptable to the County as indicated by the written approval of the County Administrator, to prepare the Plan for review and approval by the County and the CIC within nine months after the date of this Agreement. Within twenty days after the date of this Agreement, the County shall pay to the CIC the total sum of Seventy Thousand Dollars (\$70,000.00) to provide for the CIC’s initial operating expenses and the cost of preparing the Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the County in a manner which:

- a. Creates and preserves jobs and employment opportunities in the County and the State.
- b. Improves the economic welfare of the people of the County and of the State.
- c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the County and thereby preserves, maintains or creates additional opportunities for employment within the County.
- d. Maintains and increases the tax valuation of property within the County in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the County.
- e. Is consistent with social, economic and geographic factors present in the County.
- f. Is not inconsistent with job needs and skills present in the County.
- g. Is not inconsistent with environmental factors present in the County.
- h. Is in accordance with applicable planning and zoning of the political subdivisions within the County with jurisdiction over the same.
- i. Is consistent with the County’s Economic Development Strategic Plan.
- j. Defines the role of the CIC in relation to the economic development offices of the County and other political subdivisions for which the CIC serves as agent for economic development.
- k. Provides for coordination with economic development partners within the County, including the Delaware County Finance Authority, the Delaware County Transportation Improvement District, and the Delaware County Regional Energy Special Improvement District, Inc., with the County’s Office of Economic Development serving as a centralized intake, information, and referral resource.
- l. Makes recommendations for CIC financial resources and staffing requirements, including utilization of the County’s Office of Economic Development staff.
- m. Proposes short-term and long-term goals for implementing the Plan.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the County and the CIC and to that end, and to the extent as requested by the County:

- a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the County which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.
- b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the County can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the County and CIC seek to interest in such development in the County.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the County:

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a. As the agency and instrumentality of the County, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the County or the CIC for industrial, commercial, distribution and research development activities within the County. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a “*Development Project*”.

b. From time to time, prepare and present to the County recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the County. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of County-owned facilities or services.

c. Upon the request of the County Administrator, review any Development Project proposed to be financed by the County pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify its determination to the County.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the County.

e. Contact and solicit any person, firm or corporation (“*Employer*”) which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the County or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the County in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the County.

f. Advance, encourage and promote the establishment, growth and maintenance in the County of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

(ii) incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the County, the State or any political subdivision thereof.

(iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for a loan unless and until the person applying for said loan shows that they have applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.

(v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

(vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.

(vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(f).

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(viii) making application to the Director of the Ohio Department of Development, or other agencies of the State, for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.

(ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.

(x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.

g. Sell or lease any lands or interests in lands owned by the County determined from time to time by the County not to be required by the County for its purposes, for uses determined by the County as those that will promote the welfare of the people of the County, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the County and will preserve, maintain or provide additional opportunities for their gainful employment. The County shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the County under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the County shall execute the necessary instruments, including deeds conveying the title of the County or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Delaware, Ohio, prior to the recording of a deed or lease executed pursuant to this Agreement.

Section 4. Miscellaneous.

a. The County may convey to the CIC lands and interest in lands owned by the County and determined by its legislative authority not to be required by the County for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people of the County, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the County and preserve, maintain or provide additional opportunities for their gainful employment. Any conveyance or lease by the County to the CIC shall be made without advertising and receipt of bids. If any real property or interests in real property conveyed by the County under this Agreement are sold by the CIC at a price in excess of the consideration received by the County from the CIC, such excess shall be paid to the County after deducting the costs of such acquisition and sale, taxes, assessments, costs of maintenance, costs of improvements to the real property by the CIC, a service fee in the amount of two percent (2%) of the sale price, and any debt service charges of the CIC attributable to such real property or interests. The CIC may also, as agency for such development and to the extent requested by the County, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the County, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the County and for their gainful employment.

b. Except as expressly stated in this Agreement, the County shall not be required to make any financial contributions to the CIC, and nothing in this Agreement and the Plan shall be construed as permitting the CIC to obligate the County except as expressly set forth in this Agreement.

c. Except as expressly stated in this Agreement, all costs of the CIC shall be paid solely from the funds of the CIC, and the County need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.

d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the County or other political subdivisions designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

e. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of the County of Delaware, Ohio, to one or more political subdivisions of the State from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

f. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this

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Agreement shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the County under this Agreement and the Plan and the designation made by the County in the resolution confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the County by delivering a copy of such notice to the office of the Clerk to the Board of County Commissioners and to the CIC by delivering a copy of such notice to the person in charge of its principal office, or its statutory agent on file with the Ohio Secretary of State.

g. No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the County from independently exercising any and all powers it may have under the Constitution of the State, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the County and the Board of Directors of the CIC.

i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

IN WITNESS WHEREOF, the County and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written

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

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ADMINISTRATOR REPORTS**

CA Davies – Economic Development Team completed their quarterly housing report.

DCA Huston and Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton – gave reminder about the time change this weekend. He will be attending the CEBCO meeting on 10/31/25. He will also be attended the CCAO Taxation and Finance Committee meeting later today.

Commissioner Merrell – He will be attending the Regional Planning meeting today and the Veterans Day Parade on Sunday.

Commissioner Lewis – attended the Region 18 Opioid meeting on 10/29/25.

**20
RESOLUTION NO. 25-904**

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

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

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

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

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

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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 Collective Bargaining and for Pending or Imminent Litigation.

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

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RESOLUTION NO. 25-905

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners