

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 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

10:00 A.M. Public Hearing for consideration of the Homestead Lane North Watershed Drainage Improvement Petition

1
RESOLUTION NO. 25-1049

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 11, 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 December 11, 2025; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-1050

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1212:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1212 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2501872) Bound Tree	Emergency Medical Services	10011303-5244	\$8,000.00
(P2501722) AEP	Emergency Medical Services	10011303-5338	\$6,000.00
(P2501411) PRADCO	Emergency Medical Services	10011303-5342	\$7,725.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2505315	KAB Farms LLC	Norris Run Ditch Claim Payment	40311460-5319	\$6,314.50
R2505277	CARDIOTRONIX	REPAIR SERVICES	10011303-5328	\$6,538.00
R2505262	DELAWARE AUTO	SHERIFF CRUISER	60111901-5370	\$7,000.00

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

4
RESOLUTION NO. 25-1051

IN THE MATTER OF A NEW LIQUOR LICENSE FROM EDINA NAILS SPA LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D5 license from Edina Nails Spa LLC, located at 6547 Artesian Run, Suite 140, Lewis Center, Ohio 43035; and

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WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

5
RESOLUTION NO. 25-1052

IN THE MATTER OF APPROVING THE SCHEDULE OF ASSESSMENTS FOR THE COSTS FOR THE PROCEEDINGS FOR THE DISMISSED EVANS #354 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, with Resolutions No. 25-186 and 25-187, the Delaware County Board of Commissioners (the “Board”) ordered that the costs for the proceedings of the dismissed Evans #354 Watershed Drainage Improvement Project be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing; and

WHEREAS, the date for the landowners to pay for the costs for the proceedings upfront, rather than having it placed on their real estate tax bill, has passed;

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

Section 1. The Board hereby approves the schedule of assessments for the costs for the proceedings for the dismissed Evans #354 Watershed Drainage Improvement Project. (Copy available in the Commissioners’ Office until no longer of administrative value).

Section 2. The Board hereby directs the Clerk to transmit the schedule of assessments to the Auditor’s Office. Two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with no interest rate on the installments.

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

6
RESOLUTION NO. 25-1053

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that John Berger attend the Recertification / Continuing Education Conference, in Las Vegas, NV on April 13, 2026 – April 17, 2026, at the cost of \$3,920.00.

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

7
JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES

RETIREMENT TRIBUTE FOR BRIAN SMITH, 24 YEARS OF SERVICE DELAWARE EMS

8
ANDY VOLENIK, EXECUTIVE DIRECTOR DELAWARE COUNTY TRANSIT BOARD

END OF YEAR PRESENTATION

9
RESOLUTION NO. 25-1054

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations		
24113102-5301	County Recorder Equipment/Contracted Professional Services	3,486.25

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

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10
RESOLUTION NO. 25-1055

IN THE MATTER OF APPROVING THE AGREEMENT WITH PEDIATRIC EMERGENCY STANDARDS, INC., FOR HANDTEVY SOFTWARE:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of the agreement with Pediatric Emergency Standards, Inc., for Handtevy software; and

WHEREAS, Pediatric Emergency Standards, Inc. has provided a three-year service quote which includes annual access to Handtevy Mobile, access to Medication Management Software, unlimited clinical updates, and clinical and technical support, as detailed below for use by the departments participating in the Delaware County Pre-Hospital Care Board:

Subscription Year	Due Date	Cost
Year 1	1/15/2026	\$26,163.65
Year 2	1/15/2027	\$26,948.56
Year 3	1/15/2028	\$27,757.02
Total Contract Amount	—	\$80,869.23

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

PDF of Handtevy contract terms

Company Info: Pediatric Emergency Standards, Inc. 11860 State Rd 84 Suite B1 Davie, FL 33325		Expiration Date: 12/12/2025 Quote Number: Q-20292				
Phone: (954) 944-1114 FAX: (954) 653-3792						
Account Name: Delaware County Pre-Hospital Care Board Account #: 101185		Client Contact: Account Rep: Crystal Kolsch				
Bill To: 10. Court St Delaware, OH 43015		Ship To: 6305 Frost Road Westerville, OH 43082				
Product Code	Description	Due Date	Quantity	List Price	Unit Price	Total
HMPA2025MY	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1/15/2026	1.000	\$26,163.65	\$26,163.65	\$26,163.65
HMPA2025MY	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1/15/2027	1.000	\$26,948.56	\$26,948.56	\$26,948.56
HMPA2025MY	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1/15/2028	1.000	\$27,757.02	\$27,757.02	\$27,757.02
						Total Price \$80,869.23
						Tax \$0.00
						Shipping and Handling \$0.00
						Total Due Now \$26,163.65

To place an order, please email or fax a copy of the signed Quote and Purchase Order to:
accounting@handtevy.com or (954) 944-1114.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

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PEDIATRIC EMERGENCY STANDARDS, INC.
TERMS AND CONDITIONS

1. **DEFINITIONS.**
- a. **"Agreement."** The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the "Agreement."
 - b. **"Customer"** shall be identified as such on the Quote.
 - c. **"Customer Data"** means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.
 - d. **"Customer Protocols"** means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.
 - e. **"Customized"** or **"Customization"** means changes to the PES Apps created by PES at Customer's request and for Customer's benefit in order for Customer to operate the PES Apps in a manner consistent with Customer's Protocols.
 - f. **"Customized Offerings"** means the PES Offerings that have been approved by Customer after Customization.
 - g. **"Effective Date"** means the date Customer delivers a signed Purchase Order to PES.
 - h. **"Initial Term"** means the thirteen (13) month period commencing on the Effective Date.
 - i. **"PES"** means Pediatric Emergency Standards, Inc.
 - j. **"PES Apps"** means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.
 - k. **"PES Materials"** means any durable goods provided by PES to Customer as identified in the Quote.
 - l. **"PES Offerings."** The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the **"PES Offerings."**
 - m. **"PES Services"** means professional services provided by PES to Customer as identified in the Quote, which may include Customization, education and training courses, and other support services.
 - n. **"Purchase Order"** means a document signed by Customer evidencing acceptance of the Quote.
 - o. **"Quote"** means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.
 - p. **"Renewal Term"** means a twelve (12) month period commencing on an anniversary of the Subscription Start Date in the event that Customer elects to renew this Agreement pursuant to Section 7(a) below.
 - q. **"SaaS"** means software-as-a-service.
 - r. **"Subscription Start Date"** means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.
 - s. The **"Term"** shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.
 - t. **"User"** means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.
2. **LICENSE.**
- a. **License Grant.** Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.
 - b. **Customization.** Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is "live" on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
 - c. **Improvements.** Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer's right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.
 - d. **Exclusions.** The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer's business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer's license during the Term as set forth herein. Customer's permission to access or use the PES Offerings may be limited or suspended immediately if, in PES's discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.
3. **FEES.**
- a. **Fees.** Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, **"Fees"**) for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer's business, Customer may provide PES with a tax exemption certificate.
 - b. **Payment.** In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.
 - c. **Suspension of Services.** PES may suspend Customer's access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.
 - d. **Discounts.** Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.
 - e. **Fee Increases for PES Apps.** Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
 - f. **Fee Increases for PES Materials or PES Services.** PES may institute Fee increases for PES Materials and/or PES Services without notice to its

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customers. Any such Fee increases would not be retroactively applied.

- g. **Taxes and Fees.** Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("Taxes and Fees"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.
 - h. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.
 - i. **Third Party Payer.** If a third party pays some or all Fees on behalf of Customer ("Third Party Payer"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.
 - j. **Late Fees.** In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.
 - k. **Audit Rights.** PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.
1. **Supplemental Quotes and Purchase Orders.** PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.
4. **DELIVERY.**
- a. **PES Apps.** PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.
 - b. **PES Materials.** Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.
5. **SERVICE LEVEL AGREEMENT.**
- a. **Hosting.** PES shall be responsible for hosting and managing PES Apps.
 - b. **Service Level Agreement.** For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "Service Level Agreement" or "SLA"). "Uptime" will be calculated using the following formula: $\text{Uptime} = (T - \text{TNE}) \times 100 / T$ where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "TNE" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable

during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES App(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "Prorated Monthly Fee"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

- c. **Scheduled Downtime.** If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "Scheduled Downtime"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.
 - d. **Permitted Exclusions.** Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "Permitted Exclusion" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. file servers, workstations, hubs, routers, etc.) is the responsibility of Customer.
 - e. **Customer Must Request Service Credit.** To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.
6. **CUSTOMER DATA / PRIVACY.**
- a. **Ownership and Use of Data.** Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
 - b. **Anonymized Data.** Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act or 1996 and its related regulations, as each may be amended). "Anonymized Data" means Customer Data with PHI and the names and addresses of Customer and its Users removed.
7. **TERM; TERMINATION.**
- a. **Renewal Upon Payment of Fees.** Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

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- either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.
- b. **Non-Renewal.** Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.
 - c. **Termination for Cause.** Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:
 - i. Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;
 - ii. Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or
 - iii. Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.
 - d. **Purchase Order Cancellation or Change.** After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.
 - e. **Returns.** PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.
 - f. **Effect of Termination.** Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(c) below.
- 8. SERVICE AND REPAIRS.** Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.
- 9. DISCLAIMERS.**
- a. **Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.
 - b. **Disclaimers regarding Technology.** Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.
 - c. **Disclaimers regarding Clinical Content.**
 - i. PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.
 - ii. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
 - iii. Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.
 - iv. Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.
- 10. CONFIDENTIALITY.**
- a. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.
 - b. **Non-disclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

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- limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.
- c. **Injunction.** Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars (\$1,000) shall be a reasonable bond.
- d. **Open Records Laws and other Disclosure Requests.** PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(e) below.
- e. **Source Code.** THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.
- f. **Return of Confidential Information.** Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.
11. **INFRINGEMENT.**
- a. **IP Infringement.** PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").
- b. **IP Remedies.** If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES; (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.
- c. **Sole IP Liability.** This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.
- d. **Procedures.** The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.
12. **GOVERNMENT REGULATIONS.** Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act.
13. **LIMITATION OF LIABILITY.**
- a. **LIMITATION OF DAMAGES.** UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.
- b. **LIMITATION OF LIABILITY.** PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.
- c. **Insurance.** Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.
14. **DISPUTE RESOLUTION.**
- a. **Limitation of Action.** Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) within two (2) years from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Ohio statute of limitations, whichever is shorter.
- b. **Governing Law.** This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Ohio, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.
- c. **Injunction.** Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration. Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Delaware County, Ohio.
- d. _____

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15. **SEVERABILITY.** If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

16. **NOTICE.** Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.

17. **DESIGN CHANGES.** Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.

18. **MISCELLANEOUS.**

a. **Merger Clause.** In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

b. **Assignment & Successors.** Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.

c. **Force Majeure.** No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.

d. **Waiver & Breach.** Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.

e. **Survival of Terms.** Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.

f. **Authority.** An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.

g. **Signatures.** Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.
- Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye
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RESOLUTION NO. 25-1056
- IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FISHEL DOWNEY ALBRECHT AND RIEPENHOFF LLP:
- It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:
- WHEREAS, the Deputy County Administrator recommends approval of the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht and Riepenhoff LLP;
- NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht and Riepenhoff LLP:
- CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO
- THIS AGREEMENT, made this 15th day of December, 2025, by and between the Delaware County Commissioners, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law, New Albany, Ohio, hereinafter "Attorneys."

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WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, or civil service.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of two hundred thirty dollars (\$230) per hour for all time expended by attorneys on behalf of the County and eighty-five dollars (\$85) per hour for all time expended by the Law Clerks/Paralegals on behalf of the County. The term of the contract shall be for a period beginning January 1, 2026 and ending December 31, 2026. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and

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enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

ARTICLE IV NON-DISCRIMINATION

The attorneys shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. The attorneys shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event the attorneys are determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and attorneys may be declared ineligible for future contracts with the County.

ARTICLE V PROFESSIONAL LIABILITY INSURANCE

Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement.

ARTICLE VI INDEMNITY

To the fullest extent permitted by law, the attorneys shall indemnify, save and hold the County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the attorney’s performance of this contract. The attorneys shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the attorneys shall at any time be considered an agent or employee of the County, except as expressly set out in this Contract.

The attorneys shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The attorneys will also provide proof of coverage by the Bureau of Workers Compensation upon request.

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

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RESOLUTION NO. 25-1057

IN THE MATTER OF APPROVING MODIFICATION #3 TO THE ENGINEERING SERVICES
AGREEMENT WITH HDR ENGINEERING, INC. FOR DEL-CR124-8.52 HOME ROAD
EXTENSION PHASE 4A:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) previously entered into an agreement with HDR Engineering, Inc., for engineering services for the project known as Home Road Extension Phase 4A; and

WHEREAS, the County Engineer recommends modifying the agreement for additional engineering services in furtherance of the project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Modification #3 to the engineering services agreement with HDR Engineering, Inc.:

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**ENGINEERING SERVICES AGREEMENT
(MODIFICATION #3)**

This Agreement is made and entered into this 15th day of December, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and HDR Engineering, Inc., 8890 Lyra Drive, Suite 100, Columbus, Ohio 43240 (“Consultant”), hereinafter collectively referred to as the “Parties,” shall be known as “Modification #3” and shall modify the “Prime Agreement” approved on September 22, 2014 as follows:

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide additional professional design services (the “Services”) in connection with the following project:
DEL-CR124-8.52 Home Road Extension Phase 4A (the “Project”)
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
 - 1.3.1 Scope of Services and Fee Proposal: DEL-CR124: Home Road Extension East of US-23 Modification #3 – Additional Services dated September 10, 2025

2 AGREEMENT AND MODIFICATIONS

- 2.1 The Prime Agreement and any previous contract modifications between the Parties relating to the Project are listed below:
 - 2.1.1 Professional Services Contract DEL-CR124-(US23) – Home Road Extension East of US 23 dated September 22, 2014 (Resolution No. 14-1070)
 - 2.1.2 Engineering Services Agreement Modification #1 dated July 2, 2018 (Resolution No. 18-745)
 - 2.1.3 Engineering Services Agreement Modification #2 dated May 24, 2021 (Resolution No.21-442)
- 2.2 The Prime Agreement as modified herein, and including all prior modifications and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.
- 2.3 Unless stated otherwise in the Scope of Services, all services authorized by the County under any prior agreement(s) listed above are to be completed by the Consultant prior to initiating additional Services under this Agreement.

3 FEES AND REIMBURSABLE EXPENSES

- 3.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 3.2 For all Services described in the Scope of Services and Fee Proposal for this Modification #3, except “If Authorized” tasks, the lump sum fee shall be **\$294,573.00**.
- 3.3 For all Services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the County Engineer. The total fee for all “If Authorized” tasks shall not exceed **\$23,155.00**.
- 3.4 Total compensation under this Agreement, including all prior agreements listed in Section 2.1, shall not exceed **\$2,734,690.01** without subsequent modification. (\$238,930.01 [Original Contract] + \$716,035.00 [Modification #1] + \$1,461,997 [Modification #2] + \$317,728 [Modification #3]).
- 3.5 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 tasks as set forth in the Scope of Services.

4 AUTHORIZATION TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 4.1 The Consultant shall commence the Services upon written authorization of the Administrator and shall complete the Services no later than June 1, 2027. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request

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for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served to 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 Engineer:

Name: Chris Bauserman, P.E., P.S.
Attn: Tiffany A. Jenkins, P.E.
Address: 1610 State Route 521, Delaware, Ohio 43015
Telephone: 740-833-2400
Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matt Selhorst, AICP (Client Manager)
Address of Firm: 8890 Lyra Drive, Suite 100
City, State, Zip: Columbus, Ohio 43240
Telephone: 614-839-5770
Email: Matt.Selhorst@hdrinc.com

6 REMAINING PROVISIONS

6.1 All remaining terms of the Prime Agreement shall remain in full force and effect.

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

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RESOLUTION NO. 25-1058

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH JANET M. RUARK AND DAVID A. HINES, CO-TRUSTEES OF THE TRUST AGREEMENT OF VERNA J. HINES, FOR THE PROJECT KNOWN AS DEL-TR50-0.50, STOCKWELL ROAD HILL:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Janet M. Ruark and David A. Hines, Co-Trustees of the Trust Agreement of Verna J. Hines, 12501 Stockwell Road, Sunbury, Ohio 43074, for the project known as DEL-TR50-0.50, Stockwell Road Hill;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the contract for sale and purchase with Janet M. Ruark and David A. Hines, Co-Trustees of the Trust Agreement of Verna J. Hines, 12501 Stockwell Road, Sunbury, Ohio 43074 for the project known as DEL-TR50-0.50, Stockwell Road Hill, as follows:

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 25th day of November, 2025, Janet M. Ruark and David A. Hines, Co-Trustee of the Trust Agreement of Verna J. Hines dated November 29, 2014, whose address is 12501 Stockwell Road, Sunbury, Ohio 43074, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)

027-WD and 028-WD
DEL-TR50-0.50

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Seventy Thousand and 0/100 Dollars (\$70,000.00)**, which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER’s covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments

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on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters' rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants,

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representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER’s use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the SELLER’s use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

- 12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

14
RESOLUTION NO. 25-1059

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE
BID DATE FOR THE PROJECT KNOWN AS THE HOOVER #61 (CRABILL #589) DRAINAGE
IMPROVEMENT PROJECT:

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

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Hoover #61 (Crabill #589) Drainage Improvement Project;

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

Section 1. The Board hereby approves the plans, specifications and estimate for the project known as the Hoover #61 (Crabill #589) Drainage Improvement Project.

Section 2. The Board hereby authorizes the County Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

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Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 6, 2026, at which time they will be publicly received and read aloud, for the project known as:

O.R.C. 6131 Drainage Improvement Project
Hoover #61 (Crabill #589) Drainage Improvement Project

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

THE ENGINEER’S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$216,632.56. PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER’S CONSTRUCTION ESTIMATE.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids.”

The Owner requires that all work associated with the project be completed before May 31, 2026. The estimated commencement of work date is February 9, 2026. Furthermore, **ALL WORK ON AGRICULTURAL LANDS MUST BE COMPLETED BY March 31, 2026.**

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Award of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

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

15
RESOLUTION NO. 25-1060

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

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

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

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

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0351	CINCINNATI BELL	CORDUROY RD & HOME RD	FIBER OPTIC CABLE
UT2025-0352	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0353	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0354	CINCINNATI BELL	HYATTS E OF OLENTANGY FALLS	FIBER OPTIC CABLE
UT2025-0355	SPD PERMITTING	366 GREIF PARKWAY	BURRIED CABLE
UT2025-0356	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0357	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE

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

16
RESOLUTION NO. 25-1061

IN THE MATTER OF ACCEPTING THE ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMIT, AND RELEASING THE MAINTENANCE BONDS FOR LIBERTY GRAND DISTRICT SECTION 11, HYATTS MEADOWS SECTION 1 AND HYATTS MEADOWS SECTION 2:

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

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WHEREAS, the Engineer has reviewed the roadway construction of the roads in Liberty Grand District Section 11, Hyatts Meadows Section 1 and Hyatts Meadows Section 2 (the “Subdivisions”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivisions be accepted into the public system:

Liberty Grand District Section 11:

- An addition of 0.686 mile to Township Road number 1854, Boone Drive
- An addition of 0.267 mile to Township Road number 1817, Hyatts Crossing Drive
- An addition of 0.251 mile to Township Road number 1938, White Star Drive

Hyatts Meadows Section 1:

- An addition of 0.199 mile to Township Road number 1934, Alicia Kelton Drive
- An addition of 0.058 mile to Township Road number 1935, Yates Crossing
- An addition of 0.109 mile to Township Road number 1936, Sinsabaugh Loop
- An addition of 0.429 mile to Township Road number 1258, Cornerstone Drive

Hyatts Meadows Section 2:

- An addition of 0.360 mile to Township Road number 1934, Alicia Kelton Drive
- An addition of 0.029 mile to Township Road number 1937, Arlington Drive; and

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

- Establish stop condition for Township Road number 1817, Hyatts Crossing Drive at its intersection with Township Road 1938 White Star Drive
- Establish a stop condition for Township Road number 1938, White Star Drive at its intersection with Township Road number 1854, Boone Drive
- Establish a stop condition for Township Road number 1934, Alicia Kelton Road at its intersection with County Road number 123, Hyatts Road
- Establish a stop condition for Township Road number 1935, Yates Crossing at its intersection with Township Road number 1934, Alicia Kelton Road.
- Establish a stop condition for Township Road number 1936, Sinsabaugh Loop at its intersection with Township Road number 1935 Yates Crossing
- Establish a stop condition for Township Road number 1936 Sinsabaugh Loop at its intersection with Township Road number 1934, Alicia Kelton Drive
- Establish a stop condition for Township Road number 1258, Cornerstone Drive at its intersection with Township Road number 1934, Alicia Kelton Drive.
- Establish a stop condition for Township Road number 1937, Arlington Drive at its intersection with Township Road number 1934, Alicia Kelton Drive
- Establish a stop condition for Township Road number 1258 Cornerstone Drive at its intersection with Township Road number 1934, Alicia Kelton Road; and

WHEREAS, the Engineer recommends that a 25-mile-per-hour speed limit be established throughout the Subdivisions; and

WHEREAS, the Engineer also requests approval to return the maintenance bonds to the owners, M/I Homes of Ohio, LLC and Olentangy Falls II, LLC;

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

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

17
RESOLUTION NO. 25-1062

IN THE MATTER OF APPROVING A PUBLIC COMMENT PERIOD AND SETTING A PUBLIC HEARING FOR THE 2025–2029 CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM:

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

WHEREAS, Delaware County, Ohio (the “County”), by and through the Delaware County Board of Commissioners (the “Board”), is a recipient of Community Development Block Grant (CDBG) funding administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD regulations and the Housing and Community Development Act require the County to prepare a Five-Year Consolidated Plan outlining community development needs, priorities, and planned use of CDBG funds; and

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WHEREAS, the citizen participation requirements applicable to the CDBG Program require the County to provide the public an opportunity to review and comment on the draft Consolidated Plan and to hold at least one public hearing to receive public input; and
WHEREAS, the County has prepared a draft 2025–2029 Five-Year Consolidated Plan and seeks to establish a public comment period and schedule a public hearing to fulfill these requirements;

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

Section 1. The Board hereby establishes a public comment period for the draft 2025–2029 Five-Year Consolidated Plan beginning **December 15, 2025, and concluding January 14, 2026**. Written comments regarding the draft Consolidated Plan will be accepted throughout this period.

Copies of the draft Consolidated Plan will be made available for public review at <https://economicdevelopment.co.delaware.oh.us/> during the comment period.

Written comments may be submitted to: Justin Nahvi, CPA, CTP, CGMA, MBA
Director of Finance
jnahvi@co.delaware.oh.us

Section 2. The Board hereby sets the following date, time, and location for a public hearing to receive comments on the draft Consolidated Plan:

Date: Monday, January 12, 2026
Time: 10:00 AM
Location: Board of Commissioners Hearing Room
91 North Sandusky Street
Delaware, Ohio 43015

The purpose of the public hearing is to receive public input on community development needs, proposed priorities, and the planned use of Community Development Block Grant (CDBG) funds over the five-year planning period. The hearing will include an overview of the Consolidated Plan, eligible CDBG activities, anticipated funding levels, and how CDBG funds are proposed to support housing, public infrastructure, public facilities, public services, and other community development activities that primarily benefit low- and moderate-income residents.

The hearing shall be open to the public. Assistance for individuals with disabilities or limited English proficiency will be provided upon request.

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

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ADMINISTRATOR REPORTS

CA Davies and DCA Huston – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – attended the Legislative Update on 12/12/25 and the Delaware County Township Association meeting on 12/11/25.

Commissioner Merrell – attended the Delaware County Township Association meeting on 12/11/25, the Mission Corp on 12/12/25 and the John Freeman breakfast on 12/13/25.

Commissioner Lewis – attended the People In Need (PIN) Holiday Clearing House on 12/14/25. Wanted to offer thanks to all employees on keeping the roads clear during the weather.

20
10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE HOMESTEAD LANE NORTH WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY DAVID A. WOLF, AND OTHERS:

The Board of Commissioners opened the hearing at 10:23 A.M.

The Board of Commissioners closed the hearing at 10:57 A.M.

RESOLUTION NO. 25-1063

IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE HOMESTEAD LANE NORTH WATERSHED DRAINAGE IMPROVEMENT, PETITIONED BY DAVID A. WOLF, AND OTHERS:

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

WHEREAS, on July 1, 2025, a petition for the Homestead Lane North Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on October 13, 2025, the Board conducted a view of the proposed improvement; and

WHEREAS, on December 15, 2025, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer’s preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Homestead Lane North Watershed Drainage Improvement. The Board hereby sets December 15, 2027, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE HOMESTEAD LANE NORTH WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311512.

Section 5. This 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 conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners