COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 2026

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

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

1
RESOLUTION NO. 26-870

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 12, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 12, 2026; 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. Benton aye Mr. Merrell aye

2
PUBLIC COMMENT
Mr. Andrew Mitchell speaking about Monell Liability.

3
RESOLUTION NO. 26-871

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1113 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 1113:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1113, memo transfers in batch numbers MTAPR 1113, and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
P2600745 FISHEL DOWNEY	HR Services	61311923-5361	$10,000.00
P2604616 SAFE HOUSE	JOB & FAMILY PROGRAM	77361611-5342	$10,410.00
P2604616 NYAP	JOB & FAMILY PROGRAM	22511607-5350	$10,250.00

PR Number	Vendor Name	Line Description	Line Account	Line Amount
R2605077	Byers Kars LLC	2026 Ford Explorer Ems Cru Program	20511334-5450	$41,345.00
R2605078	Parr Public Safety	2026 Explorer Cru Program Lights And Siren	20511334-5450	$10,331.22

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

4
RESOLUTION NO. 26-872

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Tiffany Maag, Erik McPeek and Jason Watts attend a 2027 WateReuse Symposium in Las Vegas, Nevada on February 28, 2027 through March 5, 2027 at the cost of $11,100.00 (fund number 66211900).

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

5
DAWN HUSTON, DEPUTY COUNTY ADMINISTRATOR

Kristine Hodge, Superintendent of Developmental Disabilities
Deanna Brant, Director, Delaware-Morrow Mental Health and Recovery Services Board
Brian Galligher, Director Veterans Services & Veterans Service Board
Bob Horrocks, Retired Former Director of Sourcepoint
Jeff Sell, Director of Job and Family Services
The Pizzuti Company

DELAWARE COUNTY BOARD OF COMMISSIONERS' DISCUSSION ON NAMING THE SHARED SERVICES BUILDING

- Janene Jackson speaking about Richard and Carolyn Avey and their legacy in Delaware County
- Glenn Keating speaking about Richard and Carolyn Avey
- Bob Horrocks to speak about Nancy Frankenberg and her legacy in Delaware County
- Rosella Miller speaking about Nancy Frankenberg

6
RESOLUTION NO. 26-873

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

Transfer of Appropriation		**Amount**
From	**To**	
29552501-5601	29552502-5365	150,000.00
DODD Administration/Grants In Aid	DODD Administration/Grants In Aid	
Transfer of Funds		
29552501-5801	29752505-4601	$99,000
Developmental Disabilities/Cash Transfer	DODD Severance Reserve/Interfund Revenues	

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

7
RESOLUTION NO. 26-874

IN THE MATTER OF APPROVING A LICENSED SOCIAL WORKER CLINICAL SUPERVISION SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND PINPOINT BEHAVIORAL HEALTH SOLUTIONS, LLC:

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

WHEREAS, the Director of Emergency Medical Services recommends approval of a Licensed Social Worker Clinical Supervision Services Agreement by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and Pinpoint Behavioral Health Solutions, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Licensed Social Worker Clinical Supervision Services Agreement by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and Pinpoint Behavioral Health Solutions, LLC:

LICENSED SOCIAL WORKER CLINICAL SUPERVISION SERVICES AGREEMENT
Delaware County EMS Community Resource Unit

This LICENSED SOCIAL WORKER CLINICAL SUPERVISION SERVICES AGREEMENT ("Agreement") is entered into on November 16, 2026 ("Effective Date") by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services (the "County"), and Pinpoint Behavioral Health Solutions, LLC (the "Contractor"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County operates an Emergency Medical Services Agency, known as Delaware County EMS ("DCEMS"), offering emergency medical services to its community; and

WHEREAS, DCEMS is in the process of expanding its services to include a Community Resource Unit ("CRU"), which will consist of a social worker/service coordinator and a paramedic responding to mental health situations and drug-related incidents and providing post-discharge support; and

WHEREAS, the CRU's goals are to reduce unnecessary hospital visits and law enforcement interactions, and to enhance the efficient navigation of addiction/mental health resources; and

WHEREAS, the County desires to retain a qualified individual or entity to provide the CRU's social worker/service coordinator with clinical supervision, as set forth in OAC Rule 4757-23-01; and

WHEREAS, Contractor is uniquely qualified to provide Clinical Supervision (as defined in this Agreement, its Exhibits, and OAC Rule 4757-23-01) through its employee who possesses the necessary education, training, experience, and certification or licensure to provide Clinical Supervision; and

WHEREAS, the County desires to engage the Contractor to provide Clinical Supervision to and on behalf of the County, and the Contractor desires to accept such engagement upon the terms and conditions set forth in the Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Clinical Supervision Services.
1.1 Clinical Supervision. Subject to the County's approval, the Contractor shall designate one of its independent social workers to provide Clinical Supervision to the CRU as the supervisor for the social worker/service coordinator (the "Supervisor"), including performing the duties set forth in Exhibit A, as may be amended by agreement of the Parties from time to time ("Clinical Supervision") or as otherwise specified in this Agreement, and the County hereby accepts such engagement. The Contractor shall designate Raven Cruz Loaiza LISW to act as Supervisor in such a manner as to conform to all regulatory requirements. The Supervisor shall coordinate their activities under this Agreement with the Director/Chief of DCEMS or their respective designees ("Management"). The Supervisor will meet with Management on a regular basis which shall include an annual performance review.

1.2 Compliance with Laws and Standards. The Contractor shall cause the Supervisor to provide the Clinical Supervision in a competent and qualified manner in accordance with the applicable regulations and standard of care. Supervisor shall comply with: (i) all federal, state and local laws, rules, and regulations applicable to the Clinical Supervision; and (ii) the policies and procedures of the County. Supervisor's performance of the Clinical Supervision in accordance with this Agreement shall be evaluated on an ongoing basis by the County.

1.3 Administrative Decisions. The Parties mutually acknowledge and agree that all final decisions as to funds, staffing, operations, budgets, and other administrative matters at the County shall be within the sole authority of the County.

1.4 Records. The Contractor shall cause the Supervisor to maintain full and complete documentation in the County's records in a manner consistent with the policies and procedures of the County and applicable state and federal laws.

1.5 Replacement of Supervisor. Supervisor supplied by the Contractor herein shall be satisfactory to the County, in their reasonable discretion. If, at the request of the County, or due to the death, permanent disability, resignation or loss of any professional license or certification of the Supervisor, or if the Supervisor ceases to be an employee or independent contractor of the Contractor, then the Contractor shall make all reasonable efforts to replace the Supervisor within a reasonable time, mutually agreed upon by the County and the Contractor, with another qualified individual employed or contracted with Contractor as long as the replacement Supervisor meets all the representations and warranties stated in Section 2 of this Agreement. Prior to such replacement, however, the Contractor shall seek approval from the County for the replacement who thereafter shall perform the Clinical Supervision noted in this Agreement and be referred to as the Supervisor hereunder.

2. Duties of Contractor
During the term of this Agreement, the Contractor shall ensure that the Supervisor providing Clinical Supervision under this Agreement continuously maintains a valid license and/or certification to practice and perform Clinical Supervision in the State of Ohio.

3. Duties of the County - Patient Records, Space, Equipment, Personnel.
3.1 Space, Equipment. Personnel. The County will make available for the use of Supervisor such space, equipment, utilities and personnel as are reasonably necessary to enable Supervisor to perform Clinical Supervision pursuant to this Agreement.Patient and Financial Records. All medical, administrative and financial records pertaining to County business or patients treated or encountered within the scope of Clinical Supervision provided hereunder, including but not limited to charts, x-rays, medical reports, fees, billings and payment of fees, shall at all times be the property of the County or its designee.

4. Compensation.
In consideration for providing the Clinical Supervision, the County shall compensate the Contractor at a rate of One Hundred Fifty Dollars ($150) per hour with a total not to exceed Thirty-Six Thousand Dollars ($36,000). All time must be documented with a description of the Clinical Supervision provided in the form attached as Exhibit B, as may be amended from time to time ("Time Record"). No compensation shall be paid to the Contractor for Clinical Supervision until the Supervisor completes and submits the Time Record. All amounts under this Agreement will be payable on a monthly basis, within thirty (30) days of receipt of a completed Time Record from the Supervisor.

Additionally, the County shall compensate the Contractor at a flat fee of Ten Thousand Dollars ($10,000) for one-time startup/program development, payable within thirty (30) days after execution of this Agreement. The County shall compensate the Contractor at a flat fee of Two Thousand Dollars ($2,000) per future CRU new hire for onsite onboarding and orientations subsequent to the initial startup/program development, payable within thirty (30) days after receipt of an invoice from the Contractor.

5. Limitation of Services.
The Contractor and the Supervisor understand and agree that this Agreement is intended to provide Clinical Supervision, which are administrative duties and responsibilities only. The County is not compensating the Contractor or Supervisor to provide direct patient care on behalf of the County. If the Contractor or Supervisor do provide direct services to patients, separate and apart from his duties under this Agreement, then the Contractor or Supervisor shall separately bill the applicable patient's payors for such services, consistent with payor and federal health care program requirements.

6. Insurance and Acknowledgement of Own Acts.
6.1 Liability Insurance. During the term of this Agreement, the Contractor agrees to maintain insurance for professional liability. The amount and terms of such coverage shall be determined by the Contractor in its sole discretion, provided the coverage meets any statutory minimums. Each Party shall provide the other Party with prompt written notice of any material events, patient or patient representative complaint that expressly names the Contractor or Supervisor, and any threatened or actual notice of a legal action that arises out of or is related to the Clinical Supervision and shall cooperate in the investigation and defense of same.

6.2 Party's Responsibility. Both the Contractor and the County are liable for their own acts and omissions, regardless of insurance coverage or lack of insurance coverage.

6.3 Acknowledgment of Own Acts. Each Party shall be responsible for its own acts and omissions and for all liability, claims, losses, damages or expenses, caused, or alleged to have been caused, by that Party or by its employees in the performance or omission of any act or responsibility of that Party under, pursuant to or in connection with this Agreement. In the event that a claim is made against more than one Party, it is the intent of the Parties to cooperate in the defense of said claim and use best efforts to cause their insurers to do likewise. However, the Parties shall have the right to take any and all actions they believe necessary to protect their respective interests. Neither Party to the Agreement shall be liable for any negligent wrongful act, either of errors or omissions, chargeable to the other, unless law imposes such liability. Each Party to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from the performance of this Agreement.

7. Term and Termination.
7.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 7.2, shall continue in effect until December 31, 2027 (the "Term").

7.2 Termination of Agreement. This Agreement shall be terminated:

(i) Immediately upon mutual written agreement of the Parties;

(ii) Immediately upon the death or permanent disability of Supervisor, unless the Contractor replaces the Supervisor with another individual in accordance with Section 1.5;

(iii) By either Party upon written notice to the other Party upon any breach by the other Party of any term or condition of this Agreement; provided, however, the other Party shall have thirty (30) days to cure such breach; or

(iv) Notwithstanding anything to the contrary in this Agreement, either Party shall have the right to terminate this Agreement at any time without cause upon thirty (30) days written notice to the other Party.

8. Access to Books, Documents and Records.
Subject to applicable federal, state, and local laws, rules, and regulations, the Parties shall, upon written request, make available for review or inspection any books, documents, and records that are necessary to verify the nature and extent of costs incurred by either Party under this Agreement.

9. Notices.
Notices or communications required or permitted to be given under this Agreement shall be given by, and be deemed given when, (i) delivered by personal delivery; (ii) deposited in U.S. first class mail, postage prepaid;

or (iii) sent by electronic mail with confirmation of receipt, addressed to the address set forth below or to such other address as either party may designate in writing to the other party from time to time:

To the County:
Delaware County EMS
Attn: Chief
10 Court Street
Delaware, Ohio 43015
Jfishel@co.delaware.oh.us

To the Contractor:
Attn: Alison Fienning
808 Beckett Center Dr
Suite 119
West Chester, OH 45069

10. Relationship of Parties.
The Contractor and Supervisor are retained only for the purposes and to the extent set forth in the Agreement and it is expressly understood and agreed by the Parties hereto that the Contractor and Supervisor are engaged hereunder as independent contractors. As independent contractors, neither the Contractor, Supersior, nor any other employee of the Contractor shall be entitled to any pension, health or similar benefits that the County may make available to its employees from time to time. Nothing contained herein shall be construed as making Supervisor an employee of the County. The Contractor shall be responsible for the filing and payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws.

11. Entire Agreement and Amendments.
The Parties agree that this Agreement constitutes the entire agreement among them with respect to the subject matter hereof, and that any and all prior discussions, negotiations, commitments, and understandings relating thereto are hereby superseded and merged herein. The terms and provisions of this Agreement shall not be changed, amended, waived, modified, or terminated in any respect whatsoever except by a written instrument executed by the duly authorized representatives of the Parties hereto.

Either Party may request a modification of this Agreement by written notice in the event of a change in or interpretation of a law, regulation or administrative policy by any governmental entity that materially affects the terms of this Agreement, or that may adversely affect the status of either Party. Any requested modification shall be drafted to reasonably accommodate the change in law.

12. Miscellaneous.
This Agreement may not be assigned by either Party without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. The failure of either Party to exercise any right, or to insist upon strict compliance with the terms by the other Party, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all of the terms of this Agreement. Should any provision or portion of this Agreement be held unenforceable or invalid for any reason, the remaining provisions or portion of this Agreement shall continue in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and any disputes arising hereunder shall only be filed in and heard before the courts of Delaware County, Ohio.

13. Confidentiality and Proprietary Information.
Documents made or compiled by the County or made available to the Supervisor during the term of this Agreement concerning the business of the County shall be the property of the County and such documents shall be delivered to the County on the termination of this Agreement or at any other time upon specific request by the County. The Supervisor shall not use for their own benefit or for the benefit of others, or divulge to others, any information, knowledge or data of a confidential or proprietary nature or otherwise not readily available to members of the general public including, without limitation, business practices, charge or fee schedules, budgets, expenses, purchasing agreements, third-party plans and payor agreements, except with the specific prior written consent of the County.

EXHIBIT A
CLINICAL SUPERVISION DUTIES AND RESPONSIBILITIES

1. Supervisor shall possess all necessary education, training, experience, and certification or licensure to provide Clinical Supervision.
2. Supervisor shall provide Clinical Supervision/Work Supervision, as defined in OAC Rule 4757- 23-01.
3. Supervisor shall assist Management with the development and implementation of the orientation specific to CRU staff.
4. Supervisor shall evaluate and make recommendations to improve the quality of care and service coordination of the CRU.
5. Supervisor shall review all patient care reports and case notes of the CRU social worker/service coordinator for continuance quality assurance and improvement.
6. Supervisor shall report deficiencies or opportunities to improve CRU operations to Management.

7. Supervisor shall attend supervision meetings, as needed but at least on a monthly basis. Supervision meetings may be conducted onsite or virtually through a secure communications application.
8. Supervisor shall provide, or make available, continuing education for the CRU LSW.
9. Supervisor make recommendations to Management when Supervisor determines remediation is necessary.
10. Supervisor shall review draft DCEMS CRU standard operating guidelines, policies, procedures, protocols, workflows, etc., and provide feedback in a timely manner.
11. Supervisor shall provide other duties as mutually agreed upon with the Director of EMS.

EXHIBIT B
SUPERVISOR ACTIVITY LOG

Supervisor Name:_____

Date:	Activity Description:	Hours:

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

8

RESOLUTION NO. 26-875

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, 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 Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of one new Ford SUV; and

WHEREAS, the vehicle is necessary to ensure that the Community Resource Unit has a vehicle to provide daily coverage; and

WHEREAS, Franklin County Fleet Management RFP #2025-04-20 and the contract awarded thereunder contemplate the participation of other political subdivisions in the contract, and Delaware County is officially sanctioned and authorized, pursuant to R.C. 9.48, to participate in the Franklin County Fleet Management contract awarded under RFP #2025-04-20, which is in effect through April 27, 2031; and

WHEREAS, the motor vehicle needed by EMS is available through the Franklin County Fleet Management contract awarded under RFP #2025-04-20;

WHEREAS, the Ford Explorer SUV will require radio communications equipment and electronics; and

WHEREAS, the cost of the radio communications equipment and electronics will be below the competitive bidding threshold;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new motor vehicle for use by Delaware County EMS Community Resource Unit.

Section 2. The Board hereby declares that the make and model of the vehicle is one

Section 3. The Board hereby declares that the purchase shall be in accordance with, and pursuant to the terms and conditions of, the Franklin County Fleet Management contract awarded under RFP #2025-04-20, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves the Purchase Agreement with Byers Ford, LLC, and accompanying quote, and a purchase order in the amount of $42,000 to Byers Ford, LLC, the vendor specified in the Franklin County Fleet Management contract awarded under RFP #2025-04-20.

Section 5. The Board hereby approves the purchase and accompanying purchase order for the necessary equipment from Vasu Communications, PARR, and Boundtree at a cost up to $20,000.

Section 6. This Resolution shall take immediate effect upon passage.

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

9

RESOLUTION NO. 26-876

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2028 FOR THE RIBOV DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff recommend finalizing the schedule of maintenance base, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Ribov Drainage Improvement Project; and

WHEREAS, for the request to finalize the schedule of maintenance base (final schedule of assessments available in the Commissioners' Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2027, the following information may be used to initiate the account:

Name:	Ribov
Account:	2605
Organization:	21911401
Amount:	$15,000.00
2028 Collection:	5.0%

Maintenance Easement Description: (Map available at Engineer's Office)
Main: Beginning at Point A on the north side of Todd Street Rd and extending to Point C approximately 2,850 feet south of Todd Street Rd.

Lateral #1: Beginning at Point D on the south side of Todd Street Rd and extending approximately 570 feet to the south and then west to a junction with the Main at Point E.

Lateral #2: Beginning at Points F and H approximately 1,350 and 1,570 feet south of Todd Street Rd and extending approximately 400 feet to the east to a junction with the Main at Points G and J.

Lateral #3: Beginning at Point K approximately 1,650 north of Kilbourne Rd and extending approximately 2,750 feet to the east and northeast to a junction with the Main at Point L

A to B

15 feet right of subsurface drain pipe
15 feet left of subsurface drain pipe

B to C
25 feet right of top of bank
25 feet left of top of bank

D to E
10 feet right of subsurface drain pipe
20 feet left of subsurface drain pipe

F to G
20 feet right of top of bank
20 feet left of top of bank

H to J
15 feet right of subsurface drain pipe
15 feet left of subsurface drain pipe

K to L
30 feet right of subsurface drain pipe
10 feet left of subsurface drain pipe

Access Easement:
M to O: 30 feet south of the Todd Street Rd right-of-way
M to N: 30 feet centered on the driveway then on a straight line to Lateral #1
P to Q: 30 feet centered on the driveway then a on straight line to the Main
R to K: 30 feet centered on the driveway then on a straight line to Lateral #3
S to T: 30 feet south of the Todd Street Rd right-of-way
T to Q: 30 feet west of the property line

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the final schedule of maintenance base, establishes the Maintenance Account and approves the Maintenance Easements for the Ribov Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2028;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners' Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight 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 the interest rate of the installment.

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

10
RESOLUTION NO. 26-877

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

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

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

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

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0300	Columbia Gas	Valleydale Rd	Gas Main Extension
UT2026-0301	Chesapeake Utilities	County Line Rd	New Gas Mainline
UT2026-0302	Spd Permitting	Dent Rd	Buried Cable/Conduit
UT2026-0303	Spd Permitting	Chateau Ln	Buried Cable Conduit
UT2026-0304	Brightspeed	Domigan Rd	Fiber Optic Cable
UT2026-0305	Spectrum/Utility One	S Wilson Rd	Fiber Optic Cable
UT2026-0306	Suburban Natural Gas	Green Meadows Dr	Bore
UT2026-0307	Suburban Natural Gas	Multiple Roads	Bore

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

11
RESOLUTION NO. 26-878

IN THE MATTER OF RELEASING THE MAINTENANCE BOND FOR IMPROVEMENTS MADE TO BIG WALNUT ROAD WIDENING AT THE COURTYARDS OF BIG WALNUT:

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

WHEREAS, the Engineer has reviewed the roadway construction for the Big Walnut Road widening at The Courtyards of Big Walnut (the "Subdivision"), finds them to be constructed in accordance with the approved plans, and requests approval to release the maintenance bond being held in the amount of $128,500.00 to the owner, Epcon Big Walnut, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the Engineer's recommendations stated herein and releases the maintenance bond to the owner.

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

12
RESOLUTION NO 26-879

IN THE MATTER OF AWARDING A BID TO, AND APPROVING A CASH LEASE WITH, GARY W. STEGNER AND JEREMY T. STEGNER FOR THE LEASE OF DELAWARE COUNTY FARM LAND LOCATED AT 6579 MOORE RD, DELAWARE, OHIO 43015:

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

WHEREAS, sealed bids for the leasing of farm land located at the Lower Scioto Water Reclamation Facility, 6579 Moore Road, Delaware, Ohio 43015, were received at the Office of the Sanitary Engineer at 2:00 p.m. Friday, October 23, 2026; and

WHEREAS, one (1) bid was received, and the highest bid received was from Gary W. Stegner and Jeremy T. Stegner; and

WHEREAS, the Sanitary Engineer recommends awarding a cash lease to Gary W. Stegner and Jeremy T. Stegner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the lease of Delaware County Farm Land located at 6579 Moore Road, Delaware, Ohio 43015, to Gary W. Stegner and Jeremy T. Stegner and directs the Sanitary Engineer to prepare the necessary Notice of Award and cash lease and submit them to the Tenant for execution;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following cash lease with Gary W. Stegner and Jeremy T. Stegner:

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

1. This lease is made this 16th day of November, 2026, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Gary W. Stegner and Jeremy T. Stegner, 6770 Howard Road, Sunbury, Ohio 43074, tenant.

2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy 44 acres of used for agricultural use, and described real estate as identified in "Exhibit A" and situated in Concord Township and further described as Cropland of Delaware County Lower Scioto Water Reclamation Facility Farm except for the following reservations: Buildings, Pasture Land, Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2027 crop year beginning on the 1st day of April 2027, at 12:00 p.m. (noon) and ending on December 31, 2027, or ten days after the crops are removed, whichever comes first.

Said lease is thereafter renewable for three (3) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the first day of November 2027 (for the 2028 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 15th of the original term and any renewal period.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of $6,600.00, being computed at $150.00 per tillable acre.

One-half of the annual rent shall be due and payable at the Delaware County Regional Sewer District, 1610 State Route 521, Delaware, Ohio 43015 on or before April 1, 2027; the remaining one-half of the annual rent is due and payable on or before November 1, 2027 for the crop year. Rent in any renewal period will be due in the same manner on or before April 1st and November 1st for the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservation District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on

fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation of soybeans, winter wheat and corn is encouraged to be used.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock or the production of sod or turfgrass that removes topsoil. This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.

2. However, if the lease is renewed for more than the crop year, the following applies:
   a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
   b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

SECTION XII. ADDITIONAL FEATURES

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Regional Sewer District office.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

SECTION XIII. MISCELLANEOUS TERMS

1. Indemnity: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for

whose acts Tenant may be liable.

2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

a. General Liability insurance for a minimum of one million dollars ($1,000,000.00) per occurrence;

b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars ($300,000.00) (Combined Single Limit) or, one hundred thousand dollars ($100,000.00) per person and three hundred thousand dollars ($300,000.00) per accident for bodily injury and one hundred thousand dollars ($100,000.00) per accident for property damage.

3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.

4. Governing Law: This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

In witness whereof, the parties have signed this lease on the date named in Section I.

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

13
RESOLUTION 26-880

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BURGESS & NIPLE, INC. FOR SERVICES RELATED TO THE NORTHSTAR DUCTILE IRON SEWER MAIN ASSESSMENT & DESIGN PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Burgess & Niple, Inc. for services related to the Northstar Ductile Iron Sewer Main Assessment & Design Project;

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on November 16th, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Burgess & Niple, 330 Rush Alley, Suite 700, Columbus, Ohio 43215 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide professional design services for the County's **Northstar Ductile Iron Sewer Main Assessment & Design Project** (the "Services").

1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the Consultant's Fee Proposal dated October 20, 2026, attached hereto as Exhibit A and, by this reference, incorporated herein.

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 or her designee 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 Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.

4.2 Total compensation under this Agreement shall not exceed Two-Hundred Twenty Five Thousand One Hundred Dollars and Zero Cents ($225,100.00) without subsequent modification.

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 in writing and served by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name:	Delaware County Sanitary Engineer's Office Attn: Kellie Pike
Address:	1610 State Route 521, PO Box 8006 Delaware, Ohio 43015
Telephone:	(740) 833-2243
Email:	kpike@co.delaware.oh.us

Consultant:

Name of Principal in Charge:	Robbie Cameruca, PE
Address of Firm:	330 Rush Alley, Suite 700
City, State, Zip:	Columbus, Ohio 43215
Telephone:	(614) 459-2050
Email:	robbie.cameruca@burgessniple.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer for Services performed to date in accordance with the Consultant's Fee Schedule.

6.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as requested to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

7.1 The Consultant shall commence Services upon written order from the Sanitary Engineer and shall complete the Services within six (6) months of the order to proceed.

7.2 Consultant shall not proceed with any "If Authorized" tasks without written authorization from the Sanitary Engineer.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

9.1 In the event that significant changes to the scope of the 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 only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

For any additional services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of $1,000,000 each occurrence with an annual aggregate of $2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of $1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars ($1,000,000) per claim and in the aggregate.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at https://humanresources.co.delaware.oh.us/policies/. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

14
RESOLUTION NO. 26-881

IN THE MATTER OF APPROVING THE AMENDED AND RESTATED DEVELOPER'S AGREEMENT WITH NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC:

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

WHEREAS, the Sanitary Engineer recommends approval of the Amended and Restated Developer's Agreement with Northstar Residential Development, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amended and Restated Developer's Agreement with Northstar Residential Development, LLC:

AMENDED AND RESTATED DEVELOPER'S AGREEMENT
BY AND BETWEEN
NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC
AND
BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO

This Developer's Agreement (the "Agreement") amends and restates the original agreement dated August 3, 2006, byand between NORTHSTAR LAND, LLC, an Ohio limited liability company, and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (the "County"), a county and political subdivision organized and existing under the Constitution and the laws of the State of Ohio, and is made and entered into on November 16th, 2026, by and between the County and NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC (the "Developer") as successor to Northstar Land, LLC, under the circumstances summarized in the following recitals (the Developer and the County may hereinafter be referred to individually as "Party" and referred to collectively as the "Parties"):

WITNESSETH:

WHEREAS, the County is a political subdivision located entirely within the State of Ohio; and

WHEREAS, the Developer, or its predecessor, has undertaken the development of and continues to develop an area in the County known generally as the Northstar Community (the "Development"), which area is

currently depicted in Exhibit A, attached hereto and, by this reference, incorporated herein but may be expanded from time to time; and

WHEREAS, as part of the Development, the Developer, or its predecessor, constructed a waste water reclamation and reuse system and treatment facility for the Development (the "Improvements"), which provides sanitary sewer service to the Northstar Sanitary Sewer Service Area, as depicted in Exhibit B, attached hereto and, by this reference, incorporated herein; and

WHEREAS, pursuant to the original agreement, dated August 3, 2006, the Developer, or its predecessor, dedicated the Improvements to the County, and the County assumed maintenance and operation of the Improvements; and

WHEREAS, in order to accommodate additional development within the Northstar Community and other areas in the vicinity thereof, the capacity of the Improvements must be expanded, requiring the County to make repairs, modifications, and enhancements to the Improvements; and

WHEREAS, the Parties mutually acknowledge that absent these repairs, modifications, and enhancements, the Improvements are anticipated to reach maximum capacity; and

WHEREAS, in recognition of the Developer's investment in the Development and the Improvements and the County's ongoing obligation to maintain and operate the Improvements, the Parties now desire to amend and restate the original agreement by entering into this Agreement;

NOW, THEREFORE, in consideration of the representations and mutual covenants contained herein, the Parties hereby covenant, agree and obligate themselves as follows:

ARTICLE I- STATUS OF IMPROVEMENTS

Section 1.01 Tap Credits. The Parties mutually acknowledge and agree that the Developer has received 1,379 tap credits (the "Original Tap Credits") to date, and has retained, or has the right to retain, all fees collected therefor to reimburse the Developer for costs to construct the Improvements. The County shall provide an additional 150 tap credits (the "Additional Tap Credits") to the Developer for a total of 1,529 tap credits, and the Developer shall have the right to retain all fees collected from the Original Tap Credits and the Additional Tap Credits. The County agrees that each tap credit shall be in the full amount of the County tap fees for one residential ERU including any surcharges. The County and Developer acknowledge and agree that Developer may assign or sell, at a rate determined by the Developer, any and all of the Original Tap Credits and Additional Tap Credits to the builders or purchasers of parcels within the Development and retain all proceeds from the assignment and sale of any of those tap credits. The County and the Developer acknowledge and agree that the Developer shall be the sole recipient of tap fees within the Northstar Sanitary Sewer Service Area until all Original Tap Credits and Additional Tap Credits are assigned or sold by the Developer. The Developer, for itself and its successors and assigns, acknowledges and agrees that the tap credits granted herein constitutes the full and total compensation from the County for the Developer's costs incurred to construct the Improvements and, subject to Section 3.02, waives all claims for additional compensation from the County.

Section 1.02 Completed Construction. The Parties mutually acknowledge and agree that the Developer has completed construction of and dedicated the Improvements, that the County has assumed operation and maintenance of the Improvements, and that the Improvements are anticipated to reach maximum capacity, requiring additional improvements to allow additional connections to the Improvements.

ARTICLE II- ADDITIONAL PUBLIC IMPROVEMENTS

Section 2.01 Construction/Installation of Additional Improvements. Except as set forth in Section 2.02 of this Agreement, the County shall be solely responsible for constructing and installing any additional improvements to the Improvements. The County agrees to use good faith and commercially reasonable efforts to expand the Improvements to accommodate the development planned for the Northstar Community, as the same may be expanded from time to time.

Section 2.02 Cost of Additional Improvements. The County shall bear the cost of the additional improvements to the Improvements and may fix, charge, collect, and retain all rates and charges to recover such costs, pursuant to R.C. Chapter 6117, subject only to the tap credits granted to Developer in Section 1.01 of this Agreement; provided, however, that the County shall not levy any special assessments to recover costs of the additional improvements. The County anticipates reviewing connection charges on an annual basis and shall consult the Developer during the annual review; *provided*, however, the County shall retain sole discretion in establishing all rates and charges. The County shall have the right to fix, charge, collect, andretain all user fees on properties served, or capable of being served, by the Improvements.

ARTICLE III- FUTURE DEVELOPMENT

Section 3.01 Development Schedules. Upon request of the County, the Developer shall

provide to the County its estimates of both commercial and residential takedown schedules for the Development at least two times per calendar year, in order for the County to have the best information regarding capacity forecasts for the Improvements.

3.0Section 3.02 New Community Authority. Pursuant to Chapter 349 of the Revised Code, the County has established The NorthStar New Community Authority, which serves and promotes the Development. In recognition of The NorthStar New Community Authority's service to and promotion of the Development, the County shall establish two methods for properties within the NorthStar Sanitary Sewer Service Area to receive and be assessed for the cost of sewer services, with the method to be chosen by the property owner. The first method shall be for a property to join the NorthStar New Community District, which is governed by the NorthStar New Community Authority, and be subject to and pay the community development charge, which community development charge shall be in addition to, and not in lieu of, the normal sewer tap fees and any surcharge the County establishes in order to connect to the Improvements. The County shall approve all applications to add property to the NorthStar New Community District that meet the requirements of section 349.03 of the Revised Code. The second method shall be for a property owner to pay to the County, for each single family residential equivalent unit (as determined by the County pursuant to the applicable sewer rate and/or charge resolution then in effect) to be developed, an improvement fee in the amount of $10,526.50 (the "Improvement Fee"), which Improvement Fee shall be in addition to, and not in lieu of, the normal sewer tap fees and any surcharge the County establishes in order to connect to the Improvements. The Improvement Fee will be paid at the same time as the sewer tap fee. For the year 2028 and each year thereafter, the Improvement Fee shall be equal to the Improvement Fee for the preceding year multiplied by 1.03. The County shall, on or before the first day of April and October of each calendar year, remit the total proceeds of the Improvement Fee collected in the preceding six-month period (as well as an accounting documenting the payor of each Improvement Fee) to the NorthStar New Community Authority in consideration for its contributions to the Improvements, less an amount equal to five percent (5%) of the total proceeds to be retained by the County to reimburse the costs of administering the Improvement Fee collections and accounting. Upon request of the Developer and/or the NorthStar New Community Authority, the County shall provide a statement showing the total amount of the Improvement Fee either collected or expected to be collected by the County prior to the next remittance date under the preceding sentence. Notwithstanding any other provision of this Agreement, the two methods set forth in this Section 3.02 shall not apply to any single-family residential structure that was in existence as of August 3, 2006, and such properties may receive sewer service by paying the normal sewer tap fees and any surcharge the County establishes in order to connect to the Improvements.

Section 3.03 Expansion of Service Area. The County may, in its sole discretion, expand the NorthStar Sanitary Sewer Service Area, but notwithstanding any future expansion of the NorthStar Sanitary Sewer Service Area, Section 3.02 shall only be effective until the total number of equivalent residential units connected to the Improvements equals 1,929.

ARTICLE IV- GENERAL PROVISIONS

Section 4.01 Term. This Agreement shall commence on the last date of execution of this Agreement by the Developer and the County.

Section 4.02 Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties, the Parties each agree to cooperate and use its best efforts to defend this Agreement. Each Party shall bear its own costs in any such defense of this Agreement or any term or provision thereof.

Section 4.03 Signing Other Documents. The Parties each agree to cooperate and use its best efforts to implement this Agreement, and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions, in order to effectuate the purposes of this Agreement.

Section 4.04 Amendments. This Agreement may be amended by the Parties only in writing.

Section 4.05 Beneficiaries. This Agreement shall inure to the benefit of and shall be binding only upon the Parties and their respective successors or assigns, it being understood that Developer may assign its tap credits under Section 1.01 to the actual builder or purchaser of the parcel in question.

Section 4.06 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 4.07 Notice Addresses. Except as otherwise specifically provided herein, all notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered, or mailed by first class certified mail, postage prepaid, addressed:

a. in the case of the County:

Board of Commissioners
Delaware County, Ohio
91 N. Sandusky Street
Delaware, Ohio 43015
Attn: County Administrator

and

Delaware County Sewer District
1610 State Route 521
Delaware, Ohio 43015
Attn: Sanitary Engineer

b. in the case of the Developer:
NorthStar Residential Development, LLC
c/o Nationwide Realty Investors, Ltd.
375 N. Front Street, Suite 200
Columbus, Ohio 43215
Attn: President & Chief Operating Officer

The County and the Developer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

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

15
ADMINISTRATOR REPORTS

- CA Davies – No reports
- Deputy Administrator Huston – No reports
- Deputy Administrator and Counsel Hochstettler – No reports

16
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
- Spoke to two 4th grade classes at Shale Elementary

Commissioner Merrell
- Attended the Wall that Heals documentary at the Strand last Thursday

Commissioner Benton
- Meetings this week include:
  - State Agriculture Administrative Meeting
  - DKMM
  - Economic Development
  - Land Bank Meeting

17
RESOLUTION NO. 26-882

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, 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

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 pending or imminent litigation.

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

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RESOLUTION NO. 26-883

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners