

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2025

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

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

1
RESOLUTION NO. 25-839

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 16, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on October 16, 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 Absent Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT

Thomas Davis (Item No. 5) – concerns about drainage tiles

Connie Skinner (Item No. 5) – Brown Township Trustee with concerns about drainage tiles

3
RESOLUTION NO. 25-840

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1017 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR 1017:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1017 and Procurement Card Payments in batch number PCAPR 1017, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2501070) Treasurer Del Co	Operations & Mait Projects	66611900-5410	\$28,971.04

PR Number	Vendor Name	Line Description	Account	Amount
R2504631	2K GENERAL COMPANY	MODULAR BUILDING - DOG WARDEN	42311453 - 5410	\$ 115,220.00
R2504674	FAMILY AND CHILDREN FIRST	PCSA MSY SFY26FFP CONTRIBUTION	22511607 - 5380	\$ 33,752.40
R2504686	INFINITE ELECTRONICS INTL INC	APEX IMAX 120V REPLACEMENT MODULES	21411306 - 5228	\$ 6,000.00
R2504699	SJS OLSON GROUP LLC,THE	HR Consulting Services	10011102 - 5301	\$ 30,000.00
R2504701	OHIO DEPARTMENT OF MEDICAID	MSY GRANT RECONCILIATION	70161605 - 5319	\$ 8,306.24
R2504718	CITY OF DELAWARE	PLAN REVIEW FEES - SOCIAL SERVICES BUILDING	42411477 - 5410	\$ 8,300.00

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

4
RESOLUTION NO. 25-841

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY OCTOBER 23, 2025:

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It was moved by Mr. Merrell, seconded by Mr. Benton, to cancel the Delaware County Commissioners’ session scheduled for Thursday October 23, 2025.

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

OTHER BUSINESS

PRESENTATION FROM EMS DIRECTOR JEFF FISHEL REGARDING SUBMITTING AN APPLICATION FOR THE “STOP SCHOOL VIOLENCE INITIATIVE” GRANT FUNDED BY THE DEPARTMENT OF JUSTICE

City of Powell Police Chief Ron Sallows, Buckeye Valley Superintendent Ric Stranges, Olentangy Local Schools Facilities Director Jenna McDevitt, Delaware County 9-1-1 Director Lauren Yankanin, Delaware County Sheriff Jeffrey Balzer all spoke in support of initiative.

5
RESOLUTION NO. 25-842

IN THE MATTER OF FILING AN AGREEMENT AND PLANS FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS TO COUNTY-OWNED PROPERTY AT THE INTERSECTION OF STATE ROUTE 521 AND BYXBE PARKWAY, WITHIN THE O’BRIEN #440 WATERSHED DRAINAGE IMPROVEMENT PROJECT, AND AUTHORIZING A PETITION TO VACATE A PORTION OF THE O’BRIEN #440 WATERSHED DRAINAGE IMPROVEMENT PROJECT UPON COMPLETION OF THE IMPROVEMENTS:

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

WHEREAS, pursuant to section 6131.63 of the Revised Code, an owner willing to construct and pay the costs of a drainage improvement that will benefit the owner may enter into a written agreement for the construction of the improvement and file the agreement and the plan and schedules for construction of the proposed improvement with the clerk of the board of county commissioners for submission to the county engineer for examination and review; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) is the owner of real property located at the intersection of State Route 521 and Byxbe Parkway, consisting of permanent parcel numbers 518-300-01-064-000 and 518-300-01-059-000 (the “Property”); and

WHEREAS, the Board is currently planning to construct a new office building on the Property, with the construction including drainage improvements to the Property, impacting improvements constructed for the O’Brien #440 watershed drainage improvement project; and

WHEREAS, the Board has contracted for the preparation of site improvements to the Property, including the proposed drainage improvements, and wishes to proceed with construction of the drainage improvements, pursuant to section 6131.63 of the Revised Code, with the Board being responsible for one hundred percent (100%) of the cost to construct and maintain the proposed drainage improvements; and

WHEREAS, upon completion of the proposed drainage improvements, the Board would seek vacation of a portion of the O’Brien #440 watershed drainage improvement project that would be replaced by the Board’s proposed drainage improvements;

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

Section 1. The Board hereby authorizes Jon Melvin, Director of Facilities, to file a copy of this Resolution and the plans for construction of the proposed drainage improvements with the Clerk of the Board, pursuant to section 6131.63 of the Revised Code. The Board agrees to pay the entire cost to construct and maintain the proposed drainage improvements. Upon filing, the Clerk of the Board shall submit this Resolution and the plans to the Delaware County Engineer for examination and review.

Section 2. The Board hereby authorizes the County Administrator, in consultation with the Delaware County Engineer and the Delaware Soil & Water Conservation District, to prepare and file a petition to vacate the portion of the O’Brien #440 watershed drainage improvement project that would cease to be a public utility, no longer require maintenance, and no longer be to the advantage of the public welfare as a result of the construction of the proposed drainage improvements.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

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

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RESOLUTION NO. 25-843

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE
DELAWARE COUNTY COMMISSIONERS AND 2K GENERAL COMPANY, INC. FOR THE
PROJECT KNOWN AS DELAWARE COUNTY DOG SHELTER MODULAR OFFICE:

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

**Delaware County Dog Shelter Modular Office
Bid Opening of September 24, 2025**

WHEREAS, as the result of the above referenced bid opening, the Director of Facilities recommends that a bid award be made to 2K General Company, Inc., the lowest and best bidder for the project; and

WHEREAS, the Director of Facilities recommends approval of the Contract between the Delaware County Commissioners and 2K General Company, Inc., for the project known Delaware County Dog Shelter Modular Office;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid for the project known as Delaware County Dog Shelter Modular Office to 2K General Company, Inc., and approves the following Contract:

CONTRACT

This Contract made by and between:

*2K General
19 Gruber Street Building B
Delaware, OH 43015*

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”). “Contract Documents,” as used herein, shall mean collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Contract and Attachments, Bond, Bulletins, Approved Shop Drawings, Contract Modifications, Contract Modification Procedure and Pricing Guidelines and Standard Conditions of the Contract (General and Special), which are, by this reference, fully incorporated herein.

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

*Delaware County Dog Shelter
Modular Office
4781 County Home Rd.
Delaware, Ohio 43015
Bid Package 1 – General Contractor*

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of One Hundred Fifteen Thousand Two Hundred Twenty dollars (\$115,220.00) (the “Contract Price”), based upon the Bid Form, dated September 24, 2025, submitted by the Contractor.

*Base Bid - \$115,220.00
No Alternates
Total Contract Amount = \$115,220.00*

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before the date set by the approved construction schedule per General Conditions Article 4.3, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

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- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, 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 Contractor’s performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners 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 Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

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ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall Constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

7
RESOLUTION NO. 25-844

IN THE MATTER OF APPROVING A REQUEST FOR STATEMENTS OF QUALIFICATIONS ARCHITECTURAL / ENGINEERING DESIGN SERVICES AS ARCHITECT-OF-RECORD FOR THE NEW EMS STATION 3 / SHERIFF’S OFFICE SOUTH SUBSTATION FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Director of Facilities recommends approval of the request for Statements of Qualifications Architectural / Engineering Design Services as Architect-of-Record for the New EMS Station 3 / Sheriff’s Office South Substation for Delaware County, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the request for Statements of Qualifications Architectural / Engineering Design Services as Architect-of-Record for the New EMS Station 3 / Sheriff’s Office South Substation for Delaware County, Ohio and authorizes the following Public Notice:

PUBLIC NOTICE
REQUEST FOR STATEMENTS OF QUALIFICATIONS
ARCHITECTURAL / ENGINEERING DESIGN SERVICES AS ARCHITECT-OF-RECORD
NEW EMS STATION 3 / SHERIFF’S OFFICE SOUTH SUBSTATION
FOR DELAWARE COUNTY, OHIO

The Delaware County Board of Commissioners (Owner), in accordance with Section 153.67 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from experienced architectural/engineering firms to assist the County in the design and engineering for a new combined EMS Station 3 / Sheriff’s Office South Substation.

The work may involve, but is not limited to, planning, programming and conceptual design, budget estimating, detail design development, construction documents, construction contract administration, and other associated services.

The complete Request for Qualifications may be obtained at the County’s web page, <http://www.co.delaware.oh.us> under the heading “Public Notices and Bids” or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 91 North Sandusky, Delaware, Ohio during normal business hours.

Statements of Qualifications will be received at the Delaware County Commissioners’ Office, Attention: Mr. Jon Melvin, Director of Facilities, 91 N Sandusky Street, Delaware, OH 43015 until 4:00 PM on Wednesday, November 19th, 2025. One (1) hard copy and one (1) electronic copy in PDF format of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

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

8
RESOLUTION NO. 25-845

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADR & ASSOCIATES, LTD FOR DEL-CR 039-0.68 ROME CORNERS ROAD AT PLUMB ROAD INTERSECTION IMPROVEMENTS:

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

WHEREAS, pursuant to Resolution No. 25-404, adopted on June 2, 2025, this Board declared the necessity for DEL-CR 039-0.68 Rome Corners Road at Plumb Road Intersection Improvements, and entered into an agreement with ADR & Associates, Ltd., for required engineering services associated with the improvements (the “Agreement”); and

WHEREAS, ADR & Associates, Ltd. has completed preliminary engineering for the proposed improvements under the direction of the County Engineer pursuant to the Agreement; and

WHEREAS, the County Engineer has negotiated a scope of work and fee to perform detailed design of the improvements and recommends modifying the Agreement for such purpose;

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

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
DEL-CR 039-0.68

Rome Corners Road at Plumb Road Intersection Improvements

This Amendment No. 1 to the Agreement dated June 2, 2025, is made and entered into on October 20, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and ADR & Associates, LTD., 88 West Church Street, Newark, Ohio 43055 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

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

- A. Section 4.2 of the Agreement shall be modified to increase the maximum total compensation to Two Hundred Seventy Thousand Six Hundred Dollars and Zero Cents (\$270,600.00).

ARTICLE 2 – REMAINING PROVISIONS

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

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

9
RESOLUTION NO. 25-846

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR HONEY GROVE:

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

WHEREAS, on October 20, 2025, a Ditch Maintenance Petition for Honey Grove (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Honey Grove, 26.04 acres in Kingston and Berkshire Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$870,865.56.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

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

10
RESOLUTION NO. 25-847

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IN THE MATTER OF APPROVING COOPERATIVE PROJECT AGREEMENTS BETWEEN
DELAWARE COUNTY AND VARIOUS POLITICAL SUBDIVISIONS WITHIN DELAWARE
COUNTY TO SUBMIT APPLICATIONS TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer recommends approval of the Cooperative Project Agreements with Brown Township, Concord Township, Genoa Township, Harlem Township, Kingston Township, Oxford Township, Thompson Township/Scioto Township, Radnor Township/Troy Township, and the Village of Ostrander;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperative Project Agreements with Brown Township, Concord Township, Genoa Township, Harlem Township, Kingston Township, Oxford Township, Thompson Township/Scioto Township, Radnor Township/Troy Township, and the Village of Ostrander:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
BROWN TOWNSHIP
AND DELAWARE COUNTY

BROWN TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as PITTMAN ROAD IMPROVEMENTS PROJECT for Round 40 of the OPWC programs. BROWN TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the MVL 2231-330-360-0000 fund not to exceed \$30,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by BROWN TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines. Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
CONCORD TOWNSHIP
AND DELAWARE COUNTY

CONCORD TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as LUCY DEPP SUBDIVISION IMPROVEMENTS PROJECT for Round 40 of the OPWC programs.

CONCORD TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road fund not to exceed \$40,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by CONCORD TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
GENOA TOWNSHIP
AND DELAWARE COUNTY

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GENOA TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as PLUMB ROAD IMPROVEMENTS PROJECT for Round 40 of the OPWC programs.

GENOA TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Maintenance fund not to exceed \$50,000 and will pay its Local Share as invoices are due.

Delaware County, through the **Roadway Grant Assistance Program (RGAP)**, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by GENOA TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
HARLEM TOWNSHIP
AND DELAWARE COUNTY**

HARLEM TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as GREEN-COOK ROAD IMPROVEMENTS PROJECT, for Round 40 of the OPWC programs.

HARLEM TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Gas Tax fund not to exceed \$50,000 and will pay its Local Share as invoices are due.

Delaware County, through the **Roadway Grant Assistance Program (RGAP)**, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by HARLEM TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
KINGSTON TOWNSHIP
AND DELAWARE COUNTY**

KINGSTON TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as TODD STREET ROAD IMPROVEMENTS PROJECT, for Round 40 of the OPWC programs.

KINGSTON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road/ Gas Tax 2011 fund not to exceed **\$60,000** and will pay its Local Share as invoices are due.

Delaware County, through the **Roadway Grant Assistance Program (RGAP)**, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by KINGSTON TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications,

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agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
OXFORD TOWNSHIP
AND DELAWARE COUNTY**

OXFORD TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as MALONEY ROAD IMPROVEMENTS PROJECT for Round 40 of the OPWC programs.

OXFORD TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road, Bridge & Gas Tax fund not to exceed \$50,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by OXFORD TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines. Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
THOMPSON TOWNSHIP, SCIOTO TOWNSHIP
AND DELAWARE COUNTY**

Scioto Township, the Project Sponsor, Thompson Township, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as TYLER ROAD IMPROVEMENTS PROJECT, for Round 40 of the OPWC programs.

Scioto Township will provide the Local Share as described in the OPWC Application for Funding Assistance from the Gas fund not to exceed \$30,000 and will pay its Local Share as invoices are due.

Thompson Township will provide its portion of the Local Share as described in the OPWC Application for Funding Assistance from the Gas fund not to exceed \$5,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by THOMPSON TOWNSHIP AND SCIOTO TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
THOMPSON TOWNSHIP, SCIOTO TOWNSHIP
AND DELAWARE COUNTY**

THOMPSON TOWNSHIP, the Project Sponsor, SCIOTO TOWNSHIP and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as BROWN ROAD IMPROVEMENTS PROJECT, for Round

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40 of the OPWC programs.

THOMPSON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Gas fund not to exceed \$10,000 and will pay its Local Share as invoices are due.

SCIOTO TOWNSHIP will provide its portion of the Local Share as described in the OPWC Application for Funding Assistance from the Gas fund not to exceed \$30,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by THOMPSON TOWNSHIP AND SCIOTO TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
RADNOR TOWNSHIP, TROY TOWNSHIP
AND DELAWARE COUNTY

TROY TOWNSHIP, the Project Sponsor, RADNOR TOWNSHIP and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as N. SECTION LINE ROAD IMPROVEMENTS PROJECT, for Round 40 of the OPWC programs.

TROY TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Gas Tax 2021 fund not to exceed \$25,000 and will pay its Local Share as invoices are due.

RADNOR TOWNSHIP will provide its portion of the Local Share as described in the OPWC Application for Funding Assistance from the Road fund not to exceed \$25,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by TROY TOWNSHIP AND RADNOR TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
VILLAGE OF OSTRANDER
AND DELAWARE COUNTY

VILLAGE OF OSTRANDER, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as 2026 STREET IMPROVEMENTS PROJECT, for Round 40 of the OPWC programs.

VILLAGE OF OSTRANDER will provide the Local Share as described in the OPWC Application for Funding Assistance from the STREET MAINTENANCE FUND not to exceed \$74,880.00 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds

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equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by VILLAGE OF OSTRANDER, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

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

11
RESOLUTION NO. 25-848

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR HONEY GROVE AND OAKS AT BERLIN:

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

WHEREAS, Pulte Homes of Ohio, LLC, has submitted the plat of subdivision for Honey Grove, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, CBS Constructions, LLC, has submitted the plat of subdivision for Oaks at Berlin, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Honey Grove and Oaks at Berlin:

Honey Grove:
Situating in the State of Ohio, County of Delaware, Township of Berkshire, Farm Lot 1, Quarter Township 2, Township 4, Range 17, and Township of Kingston, Farm Lot 1, Quarter Township 3, Township 5, Range 17, United States Military Lands, being all of that 26.164 acre tract of land, as conveyed to Pulte Homes of Ohio, LLC, a Michigan Limited Liability Company, of Record in Official Record , Page , being of record in the Recorder’s Office, Delaware County, Ohio.

Oaks at Berlin:
Situating in the Township of Berkshire, County of Delaware, State of Ohio, and being a part of Farm Lot 9, Quarter Township 3, Township 4, Range 18, U.S. Military Survey Lands, and being an 18.940 acre remainder of a 79.540 acre tract conveyed to CBS Constructions, LLC in Deed Book 1954, Page 2486, all being of record in the Delaware County Recorder’s Office, Delaware, Ohio.

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

12
RESOLUTION NO. 25-849

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE INTERSECTION OF SUNBURY ROAD AND BIG WALNUT ROAD, AND AUTHORIZING COMMISSIONER LEWIS TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, section 5555.022 of the Revised Code provides that a board of county commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement and may authorize such improvement; and

WHEREAS, the County Engineer has determined that improvements to the intersection of Sunbury Road and Big Walnut Road (the “Improvements”) are needed, and recommends that the Board proceed with the Improvements; and

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and
WHEREAS, the Improvements qualify under the OPWC programs;

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

Section 1. The public convenience and welfare requires improvements to the intersection of Sunbury Road and Big Walnut Road, and the Improvements, known as “DEL-CR30-2.80 Sunbury Road and Big Walnut Road Improvements” (PID 1807), shall be completed for such purpose.

Section 2. Commissioner Lewis is hereby authorized to apply to the OPWC for funds as described above.

Section 3. Commissioner Lewis is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance; provided, however, all agreements shall first be submitted to the Board for consideration and approval.

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

13
RESOLUTION NO. 25-850

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

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

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

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

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0274	SPD PERMITTING	COUNTY HOME RD	ROAD BORE
UT2025-0275	FRONTIER	POLLOCK, CURVE,KINGBURY,RIVERBY	FIBER OPTIC CABLE
UT2025-0276	CINCINNATI BELL	VARIOUS	FIBER OPTIC CABLE
UT2025-0277	CINCINNATI BELL	VARIOUS	FIBER OPTIC CABLE
UT2025-0278	CINCINNATI BELL	HARRIOTT RD	FIBER OPTIC CABLE
UT2025-0279	FRONTIER	HIGH MEADOWS VILLAGE DR	FIBER OPTIC CABLE
UT2025-0280	CINCINNATI BELL	LADONA DR	FIBER OPTIC CABLE
UT2025-0281	CINCINNATI BELL	VARIOUS	FIBER OPTIC CABLE
UT2025-0282	CINCINNATI BELL	VARIOUS	FIBER OPTIC CABLE
UT2025-0283	CINCINNATI BELL	EVERGREEN AVE	FIBER OPTIC CABLE
UT2025-0284	FRONTIER	VARIOUS	FIBER OPTIC CABLE
UT2025-0285	AT&T	AFRICA RD	PLACE CONDUIT
UT2025-0286	AEP	WILSON RD	ROAD BORE
UT2025-0287	SPECTRUM	WHISPERING RIDGE DR	ROAD BORE
UT2025-0288	SPECTRUM	GRAND OAK BLVD & BIG WALNUT RD	ROAD BORE
UT2025-0289	SPECTRUM	DORSHIRE DR	ROAD BORE
UT2025-0290	SPECTRUM	HARROW GLEN DR	ROAD BORE
UT2025-0291	SPECTRUM	EDGEBROOK DR	ROAD BORE

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

14
RESOLUTION NO. 25-851

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMIT, AND RELEASING THE BOND FOR THE DISTRICT AT BERKSHIRE:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in The District at Berkshire (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

The District at Berkshire:

- An addition of 0.171 mile to Township Road number 1929, District Crossing

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

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WHEREAS, the Engineer also requests approval to return the maintenance bond to the owner, Berkshire Holding 1, 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 road, approves the speed limit, and releases the bond in accordance with the Engineer’s recommendations stated herein.

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

15
RESOLUTION NO. 25- 852

IN THE MATTER OF APPROVING A JOINT APPLICATION BY THE PROSECUTING ATTORNEY AND THE BOARD OF COUNTY COMMISSIONERS TO THE COMMON PLEAS COURT TO AUTHORIZE THE BOARD TO EMPLOY GREGORY P. BARWELL OF THE LAW FIRM WESP BARWELL & BERARDINO, LLC AS OUTSIDE LEGAL COUNSEL TO ADVISE, REPRESENT, PROSECUTE ON BEHALF OF, AND/OR DEFEND KEN O’BRIEN, DELAWARE COUNTY TREASURER, IN HIS OFFICIAL CAPACITY IN THE ACTION CAPTIONED DONALD E. RANKEY, JR. V. DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, ET AL., CASE NO. 25 CV H 04 0425

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

PREAMBLE

WHEREAS, pursuant to R.C. § 305.14(A), the Board desires to approve a joint application by it and the Prosecuting Attorney, Delaware County, Ohio (“Prosecutor”) to the Common Pleas Court, Delaware County, Ohio (“Court”) to authorize the Board to employ Gregory P. Barwell (0070545) of the law firm Wesp Barwell & Berardino, LLC as outside legal counsel to advise, represent, prosecute on behalf of, and/or defend Ken O’Brien, Delaware County Treasurer, (“Treasurer O’Brien”) in his official capacity in the action captioned *Donald E. Rankey, Jr. v. Delaware County Board of County Commissioners, et al.*, Case No. 25 CV H 04 0425, filed in the Delaware County Common Pleas Court (“Action”); and

WHEREAS, the appointment of legal counsel is necessary because the Prosecutor has a conflict of interest; and

WHEREAS, the compensation for Attorney Barwell shall not exceed \$20,000.00 at an hourly rate not to exceed \$395.00 an hour; and,

WHEREAS, Attorney Barwell will be Counsel of Record, but he may utilize associates or partners at Wesp Barwell & Berardino, LLC to assist him, who will bill at hourly rates lower than Attorney Barwell’s rate; and,

WHEREAS, the length of employment for Attorney Barwell will be until such employment is no longer necessary.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. For the foregoing reasons, the Board, pursuant to R.C. § 305.14(A), hereby approves the attached joint application (Exhibit A) by it and the Prosecutor to the Court to authorize the Board to employ Gregory P. Barwell (0070545) of the law firm Wesp Barwell & Berardino, LLC as outside legal counsel, with compensation not to exceed \$20,000.00 at an hourly rate not to exceed \$395.00 an hour, to advise, represent, prosecute on behalf of, and/or defend Treasurer O’Brien in the above-named Action.
- B. Attorney Barwell will be Counsel of Record, but he may utilize associates or partners at Wesp Barwell & Berardino, LLC to assist him, who will bill at hourly rates lower than Attorney Barwell’s rate.
- C. The length of employment for Attorney Barwell will be until such employment is no longer necessary.
- D. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- E. This Resolution shall be in full force and effect immediately upon adoption.

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

16
RESOLUTION NO. 25-853

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JEFFREY W. SHARP ESQ, REQUESTING ANNEXATION OF

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2.537 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

It was moved by Mr. Merrell, seconded by Mr. Benton, to acknowledge that on October 15, 2025, the Clerk to the Board of Commissioners received a petition requesting annexation of 2.537 acres of land in Berkshire Township to the Village of Galena.

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

OTHER BUSINESS
RESOLUTION NO. 25-854

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR
THE STATE HOMELAND SECURITY PROGRAM GRANT THROUGH OHIO EMERGENCY
MANAGEMENT AGENCY FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s Office requests authorization to submit an application for the following grant to be used to assist in preventing, preparing for, protecting against and responding to potential terrorist attacks:

Grant #	State Homeland Security Program
Source:	Ohio Emergency Management Agency (Ohio EMA)
Grant Amount:	\$250,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$250,000.00

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

Section 1. The Board hereby authorizes the submitting of an application for the State Homeland Security Program Grant through Ohio Emergency Management Agency.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Delaware County Sheriff’s Office shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

17
ADMINISTRATOR REPORTS

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

18
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – will be attending the CORSA Board meeting on 10/23/25

Commissioner Benton – attended the Delaware County Foundation dinner, will be attending the MORPC meeting today and a CEBCO meeting on 10/22/25.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners