

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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

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

1  
RESOLUTION NO. 26-78

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 5, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on February 5, 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                      Mr. Benton   Absent                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

2  
PUBLIC COMMENT

3  
RESOLUTION NO. 26-79

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0211:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0211, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
(P2602279) New Mercy Outreach	Children’s Services	22511607-5350	\$25,000.00
(P2600674) MD Transmission (1)	Service Center	10011106-5228	\$800.00
(P2600674) MD Transmission (2)	Service Center	10011106-5228	\$5,000.00
(P2601402) Youth Village	Job and Family program	77361611-5342	\$13,200.00
(P2601585) DLZ	Regional Sewer	66211900-5301	\$10,000.00

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2601416	BAHAN FARMS EXCAVATING LLC	HOOVER #61 (CRANBILL) DRAINAGE PROJECT	40311475 - 5301	\$ 213,385.35
R2601883	LIBERTY TWP FIRE DEPT	2026 EMS RUNS	10011303 - 5345	\$ 469,364.56
R2601945	QUICK MED CLAIMS LLC	EMS BILLING FEES	10011303 - 5301	\$ 60,000.00
R2601946	DLZ OHIO INC	IMPROVEMENT PROJECT	66611900 - 5415	\$ 14,829.09
R2601948	ELITE EXCAVATING CO OF OHIO INC	RESOLUTION 23-919	66611900 - 5415	\$ 353,815.19
R2601958	KE WA PA SALES INC	JANITORIAL SUPPLIES	10011303 - 5201	\$ 10,000.00
R2601972	B & K LEHNER EXCAVATING	AUTHORIZED PER RESOLUTION 26-31	66211900 - 5328	\$ 27,700.00
R2601974	PETERSON CONSTRUCTION	AUTHORIZED PER RESOLUTION 26-31	66211900 - 5328	\$ 37,500.00
R2602001	HURSH DRUGS INC	EMS PHARMACY SUPPLIES	10011303 - 5243	\$ 10,000.00

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

R2602002	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	10011303 - 5244	\$ 50,000.00
R2602005	CITY OF DUBLIN	911 RADIO SYSTEM MAINTENANCE	21411306 - 5325	\$ 811,320.00
R2602005	CITY OF DUBLIN	2026 COIRS FEES	21411306 - 5308	\$ 5,400.00
R2602006	B & C COMMUNICATION S INC	RADIO SERVICE AGREEMENT 2 1 26-1 31 27	21411306 - 5325	\$ 5,586.00
R2602007	POWERDMS INC	POWER ENGAGE 911 SUBSCRIPTION 4-5-26 TO 4-4-27	21411306 - 5320	\$ 6,910.23
R2602016	GGC WHOLESALE FLOORING LLC	TILE FLOOR REPLACEMENT - COURTHOUSE	40111402 - 5410	\$ 6,000.00
R2602028	M TECH COMPANY	GRANITE.NET - ESRI SOFTWARE IMPLEMENTATION	66211900 - 5320	\$ 7,270.00
R2602073	INTERACTION INSIGHT CORP	REPLACEMENT EVENTIDE NEXLOG SMART EDGE DEVICE	21411306 - 5228	\$ 10,369.00
R2602074	VASU COMMUNICATION S INC	REPLACEMENT COMPONENTS AND BATTERIES FOR RADIOS	21411306 - 5260	\$ 5,475.00
R2602089	CAPITAL FIRE PROTECTION CO	INSPECTIONS & SERVICE CALLS	66211900 - 5328	\$ 10,000.00
R2602089	CAPITAL FIRE PROTECTION CO	REMOTE MONITORING	66211900 - 5345	\$ 4,800.00
R2602089	CAPITAL FIRE PROTECTION CO	TRAINING	66211900 - 5305	\$ 2,800.00

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

4  
RESOLUTION NO. 26-80

IN THE MATTER OF SETTING DATE, TIME, AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PROPOSED LIBERTY LAKES SECTIONS 1 & 2 SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT:

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

WHEREAS, on December 4, 2023, the Board of Commissioners of Delaware County (the “Board”) held a public hearing and determined that the proposed Liberty Lakes Sections 1 & 2 Subdivision Watershed Drainage Improvement is necessary and conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs; and

WHEREAS, the Board also ordered the Delaware County Engineer to prepare the reports, plans, and schedules for the proposed improvement; and

WHEREAS, the Delaware County Engineer has filed the reports, plans, and schedules for the proposed improvement with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware hereby fixes Monday, April 13, 2026, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place of the final hearing on the report of the County Engineer.

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

5  
RESOLUTION NO. 26-81

IN THE MATTER OF APPOINTING A MEMBER TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:

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

WHEREAS, section 329.06 of the Revised Code requires the establishment of a Job and Family Services Community Planning Committee (the “Community Planning Committee”) whose membership is a broad

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Delaware County Board of Commissioners (the “Board of Commissioners”) and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the Board of Commissioners considers relevant to the provision of social services and workforce development programs; and

WHEREAS, Mike Dancho, the representative of the Delaware County Board of Developmental Disabilities on the Community Planning Committee, has resigned his position; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a representative selected by the Delaware County Board of Developmental Disabilities to the Community Planning Committee;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of Adam Thacker as the representative of the Delaware County Board of Developmental Disabilities on the Delaware County Community Planning Committee, filling an unexpired term as specified herein:

Appointee	Term Ends
Adam Thacker	October 4, 2028

Section 3. The appointment approved herein shall take effect immediately upon adoption of this Resolution.

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

6  
RESOLUTION NO. 26-82

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, on May 29, 2025, the Delaware County Board of Commissioners (the “Board”) passed Resolution No. 25-394, adopting a Delaware County Facility Use Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facility Use Permit Form; and

WHEREAS, the Policy requires approval from the Board for use of county facilities by groups of thirty or more participants;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants a facility use permit to Southeast Healthcare for the use of the large meeting room at the Byxbe Campus for its Community Re-entry Resource Fair on May 26, 2026; at a flat fee of \$25.00.

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

7  
RESOLUTION NO. 26-83

RESOLUTION OF NECESSITY FOR THE PURCHASE OF MOTOR VEHICLES, AND RELATED EQUIPMENT, 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:

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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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 two new ambulance vehicles; and

WHEREAS, the ambulance vehicles for Delaware County EMS are necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the HGAC cooperative purchasing program (“HGAC”), and the ambulance vehicles are available for purchase through HGAC, in accordance with section 9.48 of the Revised Code; and

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

WHEREAS, the ambulance vehicles will also require Power-Load systems and Stretchers; and

WHEREAS, the Board is a member of Savvik Buying Group’s cooperative purchasing program (“Savvik”), and the Power-Load systems and Stretchers are available for purchase through Savvik, in accordance with section 9.48 of the Revised Code;

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 two new ambulance vehicles for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicles are two (2) Frazer Model, Type I - 14'Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels mounted on a Ford F-Series 4x2 chassis, delivered in accordance with HGAC Pricing Schedule, and attached Selected Modifications, complete and delivered for an amount not to exceed \$365,000 per unit.

Section 3. The Board hereby declares that the purchase shall be in accordance with HGAC, pursuant to the contract and terms and conditions set forth in HGAC Contract AM10-23, which are, 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 Frazer, Ltd., and accompanying quote identified as Z5374-0001, and a purchase order in the amount of \$730,000 to Frazer, Ltd., an authorized dealer for the HGAC contract.

Section 5. The Board hereby approves the purchase and accompanying purchase order for the necessary equipment from Vasu Communications, Pathmaster, Traffic Control Products, Inc, and Boundtree at a cost up to \$40,000.

Section 6. The Board hereby authorizes the purchase of two new Stretchers and Power-Load systems for the use of the Delaware County Emergency Medical Services Department at the total cost of \$142,000, which purchase shall be from Stryker Medical, in accordance with Savvik Bid #10345 and Stryker Quote Number 11245395, dated January 22, 2026, which are hereby approved.

Section 7. The Board hereby approves the purchase order to Stryker Medical for the purchase authorized herein from 42311453/5450.

Section 8. This Resolution shall take immediate effect upon passage.

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

8  
**RESOLUTION NO. 26-84**

**IN THE MATTER OF APPROVING AMENDMENT #2 TO THE PHYSICIAN SERVICES AGREEMENT BY AND BETWEEN THE OHIO STATE UNIVERSITY, ON BEHALF OF ITS DEPARTMENT OF EMERGENCY MEDICINE, AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES AND DELAWARE COUNTY EMERGENCY COMMUNICATIONS:**

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

WHEREAS, the Director of Emergency Medical Services recommends approval of Amendment #2 to the Physician Services Agreement by and between The Ohio State University, on behalf of its Department of Emergency Medicine, and the Delaware County Board of Commissioners, for and on behalf of Delaware

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

County Emergency Medical Services and Delaware County Emergency Communications;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment #2 to the Physician Services Agreement by and between The Ohio State University, on behalf of its Department of Emergency Medicine, and the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services and Delaware County Emergency Communications, as follows:

AMENDMENT #2  
TO PHYSICIAN SERVICES AGREEMENT  
BY AND BETWEEN  
THE OHIO STATE UNIVERSITY AND DELAWARE COUNTY BOARD OF COMMISSIONERS

This Amendment #2 to Physician Services Agreement ("Second Amendment") is made effective as of January 1, 2026 ("Amendment Effective Date") by and between The Ohio State University, on behalf of its Wexner Medical Center, Department of Emergency Medicine ("OSUEM") and the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services and Delaware County Emergency Communications ("County").

WHEREAS, OSUEM and County are parties to a Medical Director Services Agreement dated October 31, 2019 and amended, and now mutually desire to execute this Second Amendment for purposes of extending the Agreement and updating language in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth the parties hereby amend the Agreement as follows:

- 1. Section 6.1 Liability Insurance. is hereby amended to read as follows:  
  
6.1 Liability Insurance. OSUEM shall maintain during the Term the following insurance or self-insurance: commercial general liability insurance in the amount of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate, and health care professional liability insurance in the amount of at least \$1,000,000 each claim and \$3,000,000 in the annual aggregate. If coverage is provided on a claims-made basis, it will include an extended reporting period or "tail" coverage provided for three (3) years after last date of service or termination of this agreement whichever is later. OSUEM shall, upon written request of the other party, promptly provide satisfactory evidence of such coverage.
- 2. Section 7.1 Term. is hereby amended to extend the term of the Agreement through December 31, 2026.
- 3. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

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

9  
RESOLUTION NO. 26-85

IN THE MATTER OF APPROVING THE AGREEMENT BY AND BETWEEN THE COURT OF  
COMMON PLEAS, DELAWARE COUNTY, OHIO, PROBATE DIVISION AND THE BOARD OF  
COMMISSIONERS OF DELAWARE COUNTY, OHIO ON BEHALF OF THE DEPARTMENT OF  
JOB AND FAMILY SERVICES TO FUND THE DELAWARE COUNTY GUARDIANSHIP  
SERVICES BOARD:

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

WHEREAS, the Director of Job & Family Services recommends approval of the Agreement to Fund the Delaware County Guardianship Services Board;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Agreement to Fund the Delaware County Guardianship Services Board:

AGREEMENT TO FUND THE DELAWARE COUNTY  
GUARDIANSHIP SERVICES BOARD  
(R.C. § 2111.52)

This Agreement is entered into this February 12<sup>th</sup>, 2026 by and between the Court of Common Pleas, Delaware County, Ohio, Probate Division ("Court"), whose principal place of business is located at 145 North Union Street, 3rd Floor, Delaware, Ohio 43015 and the Board of Commissioners of Delaware County, Ohio on behalf of the Department of Job and Family Services ("JFS"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (individually "Party," collectively "Parties").

PREAMBLE

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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**WHEREAS**, in the process of fulfilling their statutory responsibilities and meeting their respective missions, the Court and JFS serve many of the same clients; and,

**WHEREAS**, it is in the interest of the community, treatment providers, the Court, JFS, and the individuals and family members served by the Court and JFS to provide guardianship services for adults over the age of sixty (60) living in Delaware County, Ohio in accordance with all applicable laws, rules, and regulations; and,

**WHEREAS**, funding is required to provide such guardianship services and R.C. §§ 2111.52 and 5101.652 authorize JFS to agree to fund a portion of these services.

**AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to state the covenants, terms, and conditions under which JFS will provide and the Court will receive monies from JFS to fund the Delaware County Guardianship Services Board ("DCGSB").
2. **TERM:** The term of this Agreement shall be January 1, 2026 through December 31, 2026, unless otherwise terminated as provided in this Agreement.
3. **FUNDING AND USE OF FUNDS.** JFS shall pay to the Court \$20,000.00. The Court will deposit these funds in the County Probate Court Guardianship Services Fund and, in accordance with R.C. § 2111.52(C) through (E), will use the funds, as solely determined by the Court, for any of the following purposes:
  - a. to establish a county guardianship service in Delaware County;
  - b. for services to help ensure the treatment of any person who is under the care of a county board of alcohol, drug addiction, and mental health services, a county board of developmental disabilities, individuals over the age of sixty (60) in need of guardianship services based upon a referral from Adult Protective Services, or any other guardianships. These services include, but are not limited to, involuntary commitment proceedings and the establishment and management of adult guardianships, including all associated expenses, for wards who are under the care of a county board of alcohol, drug addiction, and mental health services, a county board of developmental disabilities, individuals over the age of sixty (60) in need of guardianship services based upon a referral from Adult Protective Services, or any other guardianships; or,
  - c. for the efficient operation of the DCGSB, including for the acquisition of equipment, the hiring and training of staff, community services programs, volunteer guardianship training services, the employment of magistrates, and any other services necessary for the fulfillment of the duties of the DCGSB.

The Court will invoice JFS for the funds on or before December 31, 2026.

4. **MAXIMUM PAYMENT.** The maximum amount payable pursuant to this Agreement is \$20,000.00.
5. **APPOINTMENT.** The DCGSB shall initially consist of 3 members. The Judge of the Court shall appoint 1 member. The Board of Directors of the Delaware County Board of Developmental Disabilities shall appoint 1 member. The Board of Directors of Delaware-Morrow Mental Health and Recovery Services Board shall appoint 1 member. Additional members of the DCGSB may be added later if the member or members of the board unanimously agree. The term of appointment of each member is 4 years.
6. **GENERAL:**
  - a. **Confidentiality:** The Parties agree to share necessary client specific and aggregate data exclusively among their staffs for the sole purpose of effectuating this Agreement. The Parties shall require their staffs to maintain confidentiality of such information in accordance with all applicable laws, rules, and regulations.
  - b. **Amendment:** This Agreement may only be modified or amended by the express, signed written agreement of the Parties.
  - c. **Assignment:** Neither this Agreement nor any of the rights or responsibilities contained herein may be assigned, transferred, or subcontracted to any other party without the written approval of the Parties.
  - d. **Termination:** Either Party may terminate this Agreement at any time and for any reason by giving at least 30 days advance written notice to the other. If terminated, the Court shall refund monies paid by JFS under this Agreement to the Court, prorated for guardianship services provided to the effective date of termination. Termination pursuant to this section will relieve the Parties of further obligation under this Agreement, except for payment for costs and services rendered through the date of termination, which shall not exceed the total amount of payments

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

set forth in Section 4 “Maximum Payment.” Notwithstanding any other provision herein, this Agreement may be terminated at any time by mutual agreement of the Parties.

- e. **Severability:** If any term of this Agreement or the application thereof is found to be invalid or unenforceable in law, the Parties agree that the remainder shall not be affected thereby.
- f. **Waiver:** Failure by any of the Parties to enforce any provision of the Agreement does not constitute a waiver of the right to enforce any future failure to comply with that or any other requirement of the Agreement.
- g. **Governing Law:** This Agreement shall be governed and interpreted under the laws of the State of Ohio and all disputes settled under the jurisdiction of the courts of the State of Ohio.
- h. **Notice:** All notices regarding this Agreement shall be sent by personal delivery, receipt required; certified mail, return receipt requested; or electronically followed by written confirmation to the respective addresses provided on the signature page of this document.
- i. **Signatures:** 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.
- j. **Entire Agreement:** This Agreement constitutes the entire agreement among the Parties. No oral or written agreements not included herein, except for amendments in accordance with Section 6(b), are binding on any Party.

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

10  
RESOLUTION NO. 26-86

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE  
DELAWARE COUNTY BOARD OF COMMISSIONERS, AND DEVELOPMENTAL DISABILITIES  
FOR SERVICES FROM RESCARE OHIO, INC.:

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

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 12th day of February, 2026 by and between the Delaware County Department of Job and Family Services and the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the Board of Developmental Disabilities, 149 North Sandusky Street, Delaware, Ohio 43015 (the “Board”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 329.04, and 5126.05, et seq., of the Revised Code. The County and Board desire to enter into an agreement to set forth the cost-sharing expenses relating to an individual in the permanent custody of County, herein referred to as “D.P.” D.P. will receive services from ResCare Ohio, Inc. (“ResCare”) in a supported living facility in Canton, Ohio.

Section 3 – Division of Responsibilities

The Board shall pay ResCare directly for D.P.’s care under D.P.’s Ohio Individual Service Plan (OISP). County shall pay ResCare for D.P.’s room and board, food, utilities, and incidentals under the terms of a separate agreement. County shall reimburse Board for **35.21%** (the Medicaid match) of the Board’s cost of D.P.’s care with ResCare **through June 30, 2026. Beginning July 1, 2026, County shall reimburse Board for 35.16%** (the Medicaid match) of the Board’s cost of D.P.’s care with ResCare, as set forth in section 4 below. Both parties shall cooperate in sharing records and information to insure proper accounting of the cost-sharing under this Agreement. Both parties shall communicate with each other regarding D.P’s care and living arrangements.

Section 4 – Compensation

The County agrees to pay the Board up to **Fifty-Two Thousand Dollars (\$52,000.00)** over the term of this Agreement.

The cost of D.P.’s care is variable and dependent upon the number of other individuals that ResCare will provide services to in the supported living facility. It is possible that D.P. will be the only individual in the facility for the entire term of this Agreement, in which case the maximum amount of **Fifty-Two Thousand Dollars (\$52,000.00)** shall be paid by County. In the event that ResCare has other individuals living with D.P. and sharing the costs of care, the amount to be reimbursed from County to Board will be lessened commensurately.

The amount to be reimbursed by County to Board shall be the actual cost of care, to be determined as this Agreement progresses through its term.

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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The total amount of compensation under this Agreement shall not exceed **Fifty-Two Thousand Dollars (\$52,000.00)** for the term of this Agreement, unless this Agreement is amended in writing and signed by both Parties.

**Section 5 – Records**

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

**Section 6 – Term**

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect through **January 31, 2027**, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended or renewed in writing with the mutual consent and agreement of the Parties.

**Section 7 – Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**Section 8 – Personnel**

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County’s employees be considered employees of the Board within the meaning or application of any federal, state or local laws or regulations and vice versa.

**Section 9 – Insurance and Liability**

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Parties acknowledge that they are each political subdivisions of the State of Ohio and lack the authority to indemnify and therefore, each Party agrees to be responsible for the negligent acts of its employees, agent, and volunteers. Nothing in this Agreement shall impute or transfer any liability or responsibility from one Party to the other.

**Section 10 – Miscellaneous Terms & Conditions**

- 10.1 Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 10.2 Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 10.3 Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.4 Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.5 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 in full force and effect.

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



COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

11  
RESOLUTION NO. 26-87

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL  
APPROPRIATIONS FOR FAMILY AND CHILDREN FIRST COUNCIL:

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

<b>Decrease in Appropriations</b>	
70161605-5342 FCFC FCF System of Care/Medical & Health Services	(\$350,000.00)
70161605-5348 FCFC FCF System of Care/Client Services	(\$100,000.00)
70161608-5342 FCFC Flexible Funding Pool/Medical & Health Services	(\$50,000.00)
70161608-5348 FCFC Flexible Funding Pool/Client Services	(\$100,000.00)
77361610-5348 Family Centered Svs & Support/Client Services	(\$5,000.00)
<b>Supplemental Appropriations</b>	
70161608-5801 FCFC Flexible Funding Pool/Transfers	\$500.00
77361612-5801 Flexible Funding Pool/Transfers	\$200,000.00
77361612-5342 Flexible Funding Pool/Medical & Health Services	\$35,000.00
77361612-5348 Flexible Funding Pool/Client Services	\$65,000.00
77361611-5801 Multi-System Youth/Transfers	\$30,000.00
77361611-5342 Multi-System Youth/ Medical & Health Services	\$220,000.00
77361611-5848 Multi-System Youth/Client Services	\$30,000.00
77361610-5801 Family Centered Svs & Support/Transfers	\$20,000.00

Transfer of Funds  
From

To	
77361612-5801	70161603-4601 \$115,031.08
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue
77361610-5801	70161603-4601 \$9,131.29
Family Centered Svs & Support/Transfers	FCFC General/Interfund Revenue
77361611-5801	70161603-4601 \$3,237.30
Multi-System Youth/Transfers	FCFC General/Interfund Revenue
70161608-5801	77361612-4601 \$500.00
FCFC Flexible Funding Pool/Transfers	Flexible Funding Pool/Interfund Revenues

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

12  
RESOLUTION NO. 26-88

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY  
SERVICES:

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

<b>Transfer of Funds</b>	
<b>From</b>	
<b>To</b>	
22511607-5801	22411604-4601 \$637,255.66
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues
22311611-5801	22411601-4601 \$17,880.06
Workforce Investment Act/Transfers	JFS Income Maintenance/Interfund Revenue

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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

13  
RESOLUTION NO. 26-89

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SUBAWARD AND COLLABORATIVE AGREEMENT BETWEEN FRANKLIN COUNTY CHILDREN SERVICES AND DELAWARE COUNTY JOB AND FAMILY SERVICES FOR THE CHILD WELFARE FELLOWSHIP PROJECT:

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

WHEREAS, the Director of Job and Family Services recommends approval of Amendment No. 1 to the subaward and collaborative agreement between Franklin County Children Services and Delaware County Job and Family Services for the child welfare fellowship project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Amendment to the Subaward and Collaborative Agreement:

SUBAWARD AND COLLABORATIVE AGREEMENT BETWEEN FRANKLIN COUNTY CHILDREN SERVICES AND DELAWARE COUNTY JOB & FAMILY SERVICES FOR THE CHILD WELFARE FELLOWSHIP PROJECT  
AMENDMENT #1

Franklin County Children Services (hereinafter, "FCCS"), and Delaware County Job & Family Services, (hereinafter, the "Sub-awardee"), collectively (the "Parties") agree to amend their agreement for the provision of child welfare fellowship project, originally effective February 28, 2025.

- 1. Amend Section II. Sub-Awardee's Responsibilities, subsection C. to remove reference to cell phone reimbursement and update the invoice template:  
  
C. Invoice FCCS monthly, including an invoice and supporting documentation, for the following actual expenses:
  - a. Salary, Employer paid portion of PERS, and Medicare costs for the Student Fellow Employees;
  - b. PCSA Admin Expenses
    - i. (background checks, drug tests, travel, mileage, etc.)
  - c. Retention stipend paid to Fellows who complete the program and\_ are employed by a PCSA
  - d. Caseworker mentor incentive (\$1.00/hour for time spent with fellows) An updated invoice template is provided as Exhibit D.
- 2. Amend Exhibit A, Program Budget, as follows:  
The hourly wage for Fellows shall be increased from \$15 per hour to \$16 per hour, effective the first full pay period of October 2025, and shall be reimbursable along with associated PERS and Medicare.
- 3. Amend Exhibit B, Program Deliverables, as follows:  
Deliverable I shall now permit social work majors to be enrolled in the Fellowship Program, provided that they are not enrolled in or seeking to enroll in the University Partnership Program.
- 4. All other terms and conditions of the original Agreement, not subject to amendment herein, remain in effect.

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

14  
RESOLUTION NO. 26- 90

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE COUNTY DRAINAGE MAINTENANCE PROGRAM:

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 Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new motor vehicle to be used by the county commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

WHEREAS, the Board has before it a request from the Drainage Maintenance Program administered by the Delaware Soil and Water Conservation District Board of Supervisors to expend county monies for the purchase of a new motor vehicle; and

WHEREAS, Franklin County Fleet Management ITB #2021-04-03 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 ITB #2021-04-03, which has been extended through March 22, 2026; and

WHEREAS, the motor vehicle needed by the Drainage Maintenance Program is available through the Franklin County Fleet Management contract awarded under ITB #2021-04-03;

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of a new motor vehicle to be used by the Delaware Soil and Water Conservation District employees for the following reasons: (1) existing vehicles have reached the end of their useful service lives; (2) a new vehicle is necessary to provide safe and reliable transportation for the Delaware Soil and Water Conservation District employees; and (3) a new vehicle will ensure optimal service to the citizens of Delaware County.

Section 2. The Board hereby approves the purchase of one (1) 2026 Ford Super Duty F550 4x4 cab and Chassis Model #F5H with an installed Knapheide bed specification # QU-88-1047614-1 for a total vehicle cost of \$84,009.00 from Byers Ford LLC, and declares that the purchase of said vehicle shall be in accordance with, and pursuant to the terms and conditions of, the Franklin County Fleet Management contract awarded under ITB #2021-04-03, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby authorizes the Delaware Soil and Water Conservation District to initiate the necessary purchase order(s) to the approved vendor and hereby approves the purchase order(s) from fund number 21911401-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware Soil and Water Conservation District and the County Auditor.

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

15  
RESOLUTION NO. 26-91

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds		
From:	To:	
10011102-5801	42311453-4601	
Commissioners General/Cash Transfer	Capital Acquisition & Project/Interfund Revenues	864,056.44

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

16  
RESOLUTION NO. 26-92

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$42,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF REFUNDING BONDS PREVIOUSLY ISSUED BY THE COUNTY FOR VARIOUS PUBLIC IMPROVEMENT PROJECTS:

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

WHEREAS, the Board of County Commissioners of this County adopted Resolution No. 07-541 on May 7, 2007 (the “2007 County Sales Tax Resolution”) authorizing the levy and collection of a sales tax and a companion use tax to provide additional general revenues for the County (collectively, the “2007 County Sales Tax”), the proceeds of such 2007 County Sales Tax are distributed to and received by the County from time to time (the “2007 County Sales Tax Receipts”) at the aggregate rate of three-quarters of one percent (0.75%), consisting of one-half of one percent (0.50%) under Ohio Revised Code Sections 5739.021 and 5741.021 and one-quarter of one percent (0.25%) under Ohio Revised Code Sections 5739.026 and 5741.023, which 2007 County Sales Tax is in effect for a continuing period of time, is not subject to referendum, was not adopted as an emergency measure, and is not subject to repeal by initiative petition under Ohio Revised Code Section 5739.022; and

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

WHEREAS, the Board of County Commissioners of this County adopted Resolution No. 22-716 on August 22, 2022 (the “2022 County Sales Tax Resolution” and together with the 2007 County Sales Tax Resolution, the “County Sales Tax Resolution”) authorizing the levy and collection of a sales tax and a companion use tax to provide additional general revenues for the County (collectively, the “2022 County Sales Tax” and together with the 2007 County Sales Tax, the “County Sales Tax”), the proceeds of such 2022 County Sales Tax are distributed to and received by the County from time to time (the “2022 County Sales Tax Receipts” and together with the 2007 County Sales Tax Receipts, the “County Sales Tax Receipts”) at the rate of one-half of one percent (0.50%) under Ohio Revised Code Sections 5739.021 and 5741.021, which 2022 County Sales Tax is in effect for a continuing period of time, is not subject to referendum, was not adopted as an emergency measure, and is not subject to repeal by initiative petition under Ohio Revised Code Section 5739.022; and

WHEREAS, pursuant to Resolutions No. 15-695 and No. 15-696, each adopted June 8, 2015 (collectively, the “2015 Bond Resolution”), and the Master Trust Agreement and the First Supplemental Trust Agreement, each dated July 7, 2015 and each by and between the County and U.S. Bank Trust Company, National Association (as successor to U.S. Bank, National Association) (collectively, the “2015 Trust Agreement”), bonds in the principal amount of \$41,000,000, dated July 7, 2015 (the “2015 Bonds”) were issued for the component purpose described in clause (a) of Section 2; and

WHEREAS, pursuant to Resolution No. 16-329 adopted April 7, 2016 (the “2016 Refunding Bond Resolution”), bonds in the principal amount of \$4,090,000, dated May 25, 2016 (the “2016 Refunding Bonds”) were issued for the component purposes described in clause (b) of Section 2; and

WHEREAS, pursuant to Resolution No. 16-403 adopted April 28, 2016 (the “2016 Courthouse Bond Resolution”), bonds in the principal amount of \$32,000,000, dated May 25, 2016 (the “2016 Courthouse Bonds”) were issued for the component purpose described in clause (c) of Section 2; and

WHEREAS, this Board finds and determines that it will be in the County’s best interest to issue bonds in accordance with Ohio Revised Code Chapter 133, including but not limited to Sections 133.081 and 133.34, and divisions (B) through (E) of Section 133.25 thereof, in the maximum aggregate principal amount of \$42,000,000 (the “Bonds”), which Bonds will be supported by the County Sales Tax, in order to refund at a lower rate of interest all or a portion of (i) the outstanding 2015 Bonds (collectively, the “Outstanding 2015 Bonds”), (ii) the outstanding 2016 Refunding Bonds (collectively, the “Outstanding 2016 Refunding Bonds”) and (iii) the outstanding 2016 Courthouse Bonds (collectively, the “Outstanding 2016 Courthouse Bonds” and together with the Outstanding 2015 Bonds and the Outstanding 2016 Refunding Bonds, the “Outstanding Bonds”), which Outstanding Bonds are subject to prior redemption at the option of the County at a redemption price of 100% of par plus any accrued interest to their respective redemption dates, and to pay any expenses relating to that refunding and the issuance of the Bonds; and

WHEREAS, the County Auditor, as fiscal officer of this County, has certified to this Board that the Outstanding 2015 Bonds are the only outstanding bonds of the County which are sales tax supported bonds (as defined in Ohio Revised Code Section 133.081) and based on the preliminary pricing information for the Bonds, which will provide for the legal defeasance of the Outstanding 2015 Bonds, the total estimated annual debt charges in any calendar year on the Bonds authorized in Section 2 will not exceed the estimated annual receipts from the County Sales Tax based on the average annual receipts from the County Sales Tax for calendar years 2024 and 2025; and

WHEREAS, this Board has requested that the County Auditor certify the estimated life or period of usefulness of each component purpose of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the County Auditor has certified to this Board that the estimated life or period of usefulness of each component purpose of the Improvement described in Section 2 is at least five (5) years and that the maximum maturity of the Bonds is (a) December 1, 2034 allocable to the component purpose described in clause (a) of Section 2, (b) December 1, 2027 allocable to the component purposes described in clause (b) of Section 2, and (c) December 1, 2045 allocable to the component purpose described in clause (c) of Section 2;

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

**Section 1. Definitions and Interpretation.** In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“Act” means Ohio Revised Code Chapter 133, including but not limited to Sections 133.081 and 133.34, and divisions (B) through (E) of Section 133.25 thereof.

“Additional Bonds” means any additional bonds or other obligations of the County which may be subsequently issued and payable solely from the County Sales Tax Receipts on a parity with the Bonds including Additional Bonds in anticipation of which notes have been issued. In no event shall general obligation notes or bonds of the County which may be payable from the County Sales Tax Receipts be treated as Additional Bonds.

“Authorized Denominations” means the denomination of \$5,000 or any integral multiple in excess thereof.

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

“*Board*” means the Board of County Commissioners of the County.

“*Bond Proceedings*” means, collectively, this Resolution, the Certificate of Award, the Continuing Disclosure Agreement, the Escrow Agreement, the Registrar Agreement and such other proceedings of the County, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means a bank or trust company authorized to do business in the State and designated by the County Administrator in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the County and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“*Clerk*” means the Clerk of the Board of County Commissioners or any person serving in an interim or acting capacity with respect to that office.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the County for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 11(c).

“*County*” means the County of Delaware, Ohio.

“*County Administrator*” means the County Administrator of the County or any person serving in an interim or acting capacity with respect to that office.

“*County Auditor*” means the County Auditor of the County or any person serving in an interim or acting capacity with respect to that office.

“*County Treasurer*” means the County Treasurer of the County or any person serving in an interim or acting capacity with respect to that office.

“*Depository*” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company).

“*Escrow Agreement*” means, collectively, the GO Escrow Agreement and the Sales Tax Escrow Agreement.

“*Escrow Fund*” means, collectively, the GO Escrow Fund and the Sales Tax Escrow Fund.

“*Escrow Trustee*” means a bank or trust company authorized to do business in the State and designated by the County Administrator in the Certificate of Award pursuant to Section 12 as the initial escrow trustee for the

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

Refunded Bonds under the respective Escrow Agreements and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, “*Escrow Trustee*” shall mean the successor Escrow Trustee.

“*Financing Costs*” shall have the meaning given in Ohio Revised Code Section 133.01.

“*GO Escrow Agreement*” means the General Obligation Bonds Escrow Agreement between the County and the Escrow Trustee, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 12.

“*GO Escrow Fund*” means the County of Delaware, Ohio – Series 2026 General Obligation Refunding Escrow Fund created pursuant to Section 12 and in accordance with the Escrow Agreement.

“*Interest Payment Dates*” means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

“*President of the Board*” means the President of the Board or any person serving in an interim or acting capacity with respect to that office.

“*Principal Payment Dates*” means, unless otherwise specified in the Certificate of Award, December 1 in each of the years as determined necessary by the County Administrator in the Certificate of Award, *provided* that the first Principal Payment Date for the portion of the Bonds allocable to a component purpose shall occur no later than the earliest maturity date of the Refunded Bonds related to that component purpose, and *provided further* that in no case shall the final Principal Payment Date of the portion of the Bonds allocable to any component purpose exceed the maximum maturity limitation referred to in the preambles hereto for that related component purpose, all of which determinations shall be made by the County Administrator in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the County.

“*Redemption Date*” means the date or dates designated by the County Administrator in the Certificate of Award as the earliest practicable date on which the Refunded Bonds shall be redeemed in accordance with Section 12, *provided* that any such Redemption Date shall be no later than ninety (90) days following the Closing Date.

“*Refunded Bonds*” means, collectively, the principal maturities of the (i) Outstanding 2015 Bonds, (ii) Outstanding 2016 Refunding Bonds and the (iii) Outstanding 2016 Courthouse Bonds, to be determined by the County Administrator in the Certificate of Award as the maturities the refunding of which will be in the best interest of and financially advantageous to the County.

“*Registrar Agreement*” means the Bond Registrar Agreement between the County and the Bond Registrar, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 4.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Rule*” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“*Sales Tax Bond Fund*” means the Sales Tax Bond Fund created by Section 8 of this Resolution.

“*Sales Tax Escrow Agreement*” means the Sales Tax Supported Bonds Escrow Agreement between the County and the Escrow Trustee, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 12.

“*Sales Tax Escrow Fund*” means the County of Delaware, Ohio – Series 2026 Sales Tax Refunding Escrow Fund created pursuant to Section 12 and in accordance with the Escrow Agreement.

“*SEC*” means the Securities and Exchange Commission.

“*Serial Bonds*” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*State*” means the State of Ohio.

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

“Term Bonds” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

**Section 2. Authorized Principal Amount and Purpose; Application of Proceeds.** This Board determines that it is necessary and in the best interest of the County to issue bonds of this County in the maximum aggregate principal amount of \$42,000,000 (the “Bonds”) for the purpose of paying the costs of refunding bonds previously issued by the County for the purpose of paying the costs of (a) extending Sawmill Parkway between certain termini by constructing, reconstructing, extending, opening, widening, excavating, grading, paving, and installing drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances thereto, (b)(i) constructing a new public roadway from a point north of the intersection of U.S. Route 23 and Lewis Center Road and extending easterly to the westerly boundary of the Olentangy high school site, by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings and street signs together with all necessary and related appurtenances thereto, (ii) the property owners’ portion, in anticipation of the collection of special assessments, of improving and widening Lewis Center Road and U.S. Route 23 between certain termini by excavating, grading, paving, drainage, conduit, curbs and gutters, traffic pavement markings, signalization and street signs, together with all necessary and related appurtenances and (iii) the property owners’ portion, in anticipation of the collection of special assessments, of extending Sawmill Parkway between certain termini by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances and (c) constructing, furnishing and equipping a County courthouse, and improving real property related thereto, together with all incidental work and related appurtenances thereto (collectively, the “Improvement”). The Bonds shall be issued pursuant to the Act, this Resolution and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum aggregate principal amount specified in this Section 2 and shall be an amount determined by the County Administrator in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Refunded Bonds, other County moneys available for the purpose, the estimates of the Financing Costs and the interest rates on the Bonds. The Refunded Bonds shall be determined by the County Administrator in the Certificate of Award as the maturities of the Outstanding Bonds, the refunding of which will be in the best interest of and financially advantageous to the County.

The proceeds from the sale of the Bonds received by the County (or withheld by the Original Purchaser on behalf of the County) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent, escrow trustee, verification consultant, bidding agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the County Administrator, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the County. Any portion of those proceeds received by the County representing premium (after payment of any Financing Costs identified in the Certificate of Award and/or the Registrar Agreement) shall be used to pay costs of refunding the Refunded Bonds and/or be paid into the Sales Tax Bond Fund, with such determination being made by the County Administrator in the Certificate of Award, consistent with the County Administrator’s determination of the best interest of and financial advantages to the County. Any portion of those proceeds received by the County representing accrued interest shall be paid into the Sales Tax Bond Fund.

**Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions.** The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) **Interest Rates and Payment Dates.** The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the County Administrator, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) **Principal Payment Schedule.** The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the County.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the County, the County Administrator shall specify in the Certificate of Award (i) the

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such as to demonstrate a net present value savings to the County due to the refunding of the Refunded Bonds, after taking into account all expenses related to that refunding and the issuance of the Bonds.

(d) Payment of Debt Charges. The principal of and interest (and any premium) on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person’s address appearing, on the Bond Register at the close of business on the 15<sup>th</sup> day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the County Administrator, in the name and on behalf of the County, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the “*Mandatory Sinking Fund Redemption Requirements*”).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The County shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the County, as specified by the County Administrator, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the County on or before the 45<sup>th</sup> day preceding any Mandatory Redemption Date with respect to which the County wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the County Administrator, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the County Administrator, also shall be received by the County for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the County Administrator, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole



**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

option of the County, in whole or in part in integral multiples of \$5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the County Administrator in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the County Administrator to the Bond Registrar, given upon the direction of the County by adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the County. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the County by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15<sup>th</sup> day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the County to the extent not required for the payment of the Bonds called for redemption.

**Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar.** The Bonds shall be signed by at least two members of the Board of County Commissioners and the County Auditor, in the

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

name of the County and in their official capacities, *provided* that any or all of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Act, this Resolution and the Certificate of Award.

The County Administrator is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State to act as the initial Bond Registrar. The County Administrator shall sign and deliver, in the name and on behalf of the County, the Registrar Agreement between the County and the Bond Registrar, in substantially the form as is now on file with the Clerk. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator on behalf of the County, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The County Administrator shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the County Administrator on behalf of the County. The same person need not sign the certificate of authentication on all of the Bonds.

**Section 5. Registration; Transfer and Exchange; Book Entry System.**

(a) Bond Register. So long as any of the Bonds remain outstanding, the County will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 11(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the principal of and interest (and any premium) on any Bond shall be made only to or upon the order of that person; neither the County nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the County are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of Bonds exchanged or transferred, the County shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the County and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The County or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the County, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the County nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15<sup>th</sup> day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the County Administrator determines in the Certificate of Award that it is in the best interest of and financially advantageous to the County, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the County Administrator may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Administrator does not or is unable to do so, the County Administrator, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Administrator is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the County, that the County Administrator determines to be necessary in connection with a book entry system for the Bonds.

**Section 6. Sale of the Bonds to the Original Purchaser.** The County Administrator is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law and the provisions of this Resolution.

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The County Commissioners, or any of them, the County Auditor, the Prosecuting Attorney, the County Treasurer, the County Administrator, the Director of Finance, the Clerk and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The actions of the County Commissioners, or any of them, the County Auditor, the Prosecuting Attorney, the County Treasurer, the County Administrator, the Director of Finance, the Clerk and any other County official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

**Section 7. Bonds are Special Obligations and Provisions for Levy and Collection of County Sales Tax.** The Bonds are special obligations of the County, and the principal of and interest (and any premium) on the Bonds and any Additional Bonds are payable solely from the County Sales Tax Receipts, and such payment is secured by a pledge of County Sales Tax Receipts as provided by the Act and this Resolution.

The County has heretofore levied and covenants that it shall continue to collect the County Sales Tax for so long as the Bonds and any Additional Bonds are outstanding. The County hereby covenants and agrees that, for so long as the Bonds and any Additional Bonds are outstanding, it shall not suffer the repeal, amendment or any other change in this Resolution or the County Sales Tax Resolution that in any way materially and adversely affects or impairs (a) the sufficiency of the County Sales Tax Receipts levied and collected or otherwise available for the payment of the Bonds and any Additional Bonds or (b) the pledge or the application of the County Sales Tax Receipts to the payment of the Bonds and any Additional Bonds.

The Bonds do not constitute a general obligation debt, or a pledge of the full faith and credit, of the State, the County, or any other political subdivision of the State, and the holders or owners of the Bonds have no right to have taxes levied by the Ohio General Assembly or property taxes levied by the taxing authority of any political subdivision of the State, including the taxing authority of the County, for the payment of principal of and interest (and any premium) on the Bonds. Nothing herein shall be construed as requiring the County to use or apply to the payment of principal of and interest (and any premium) on the Bonds any funds or revenues from any source other than County Sales Tax Receipts. Nothing herein, however, shall be deemed to prohibit the County, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Resolution or of the Bonds.

If the County shall pay or cause to be paid and discharged the Bonds, the covenants, agreements and other obligations of the County hereunder and in the Bonds shall be discharged and satisfied. The County shall be considered to have caused a Bond to be paid and discharged if the County has placed in escrow, and pledged for the payment of principal of and interest (and any premium) on such Bond, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of principal of and interest (and any premium) on that Bond. For purposes of this Section, “*direct obligations of or obligations guaranteed as to payment by the United States*” includes rights to receive payment or portions of payments of the principal of or interest or other

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

All of the agreements, covenants and duties under this Resolution are hereby established as duties specifically enjoined by law or resulting from an office, trust or station upon this County within the meaning of Ohio Revised Code Section 2731.01.

**Section 8. Creation of Sales Tax Bond Fund and Application of County Sales Tax Receipts.** The Sales Tax Bond Fund is hereby created as of the date of initial delivery of the Bonds as a bond retirement fund or an account of a bond retirement fund established pursuant to Ohio Revised Code Sections 133.01(D) and 5705.09 for payment of debt service and Financing Costs related to the Bonds and Additional Bonds, and shall be maintained by the County Auditor in the custody of the County. The County Auditor is hereby authorized to maintain, or permit the maintenance of, such separate accounts in that Fund, and such separate subaccounts in any account, as is determined to be in the best interest of the County. Any moneys on deposit in the Sales Tax Bond Fund shall be invested to the extent permitted by law.

To the extent other moneys have not been appropriated and made available for the purpose, the County hereby covenants, subject and pursuant to the Constitution and laws of the State, to appropriate and pay from the County Sales Tax Receipts into the Sales Tax Bond Fund on or before each Interest Payment Date and Principal Payment Date an amount which, after giving effect to any amounts then on deposit in the Sales Tax Bond Fund, including any interest earnings retained in that Fund, would result in an amount sufficient to pay the interest and principal due and payable on all outstanding Bonds and Additional Bonds on that next respective Interest Payment Date and Principal Payment Date. For that purpose, in each year while the Bonds and any Additional Bonds are outstanding, to the extent other moneys have not been appropriated and made available for the purpose, this Board will appropriate County Sales Tax Receipts required to pay the principal of and interest (and any premium) on the Bonds and any Additional Bonds in that year. Further, this Board will give effect to such appropriations in all resolutions it adopts thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of County Sales Tax Receipts in that year to the amount available after deducting the amount required to pay the principal of and interest (and any premium) on the Bonds and any Additional Bonds in that year to the extent other moneys have not been appropriated and made available for those principal, interest and premium payments.

Any portion of the County Sales Tax Receipts not otherwise required to be deposited into the Sales Tax Bond Fund in accordance with this Section shall be used to meet other obligations of the County as may be lawfully discharged from the County Sales Tax.

**Section 9. Additional Bonds.** The County shall have the right from time to time to issue Additional Bonds on a parity with the Bonds, which Additional Bonds shall be payable solely from the County Sales Tax Receipts, and such payment shall be secured by a pledge of and a lien on the County Sales Tax Receipts as provided by the Act and by a resolution adopted by this Board authorizing the issuance of those Additional Bonds.

Before any Additional Bonds are issued, the County shall be required to furnish a certificate of the County Auditor showing that the aggregate amount of County Sales Tax Receipts received during the fiscal year immediately preceding the issuance of those Additional Bonds is at least equal to 200% of the largest amount required to be paid in any succeeding calendar year to meet estimated interest and principal maturities of the Bonds, any Additional Bonds delivered after the Bonds, and those Additional Bonds proposed to be issued, or in the event that the Additional Bonds proposed to be issued are to be issued as bond anticipation notes, the largest amount required to be paid in any succeeding calendar year to meet the estimated interest and principal maturities of the bonds anticipated by those bond anticipation notes (the "*Coverage Test*").

Junior lien or other subordinate bonds and any other subordinate County obligations payable from the County Sales Tax Receipts may be issued or incurred without limitation.

The Additional Bonds shall bear such designation as may be necessary to distinguish them from the Bonds or other Additional Bonds having different provisions and shall have maturities, interest rates, interest payment dates, redemption provisions, denominations and other provisions as provided in the resolutions hereafter adopted providing for the issuance of the Additional Bonds; *provided, however*, that those terms and provisions shall not be inconsistent with this Resolution to the extent it governs the issuance and terms of Additional Bonds.

**Section 10. Federal Tax Considerations.** The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Administrator or any other officer of the County having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Bonds as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The County Administrator or any other officer of the County having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

**Section 11. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.**

(a) Primary Offering Disclosure -- Official Statement. The President of this Board, the County Auditor and the County Administrator are each authorized and directed, on behalf of the County and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the County as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the County Administrator, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this County, the County Administrator is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Certificate of Award and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The County Administrator is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the County, that the County Administrator determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the County agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The County Administrator is authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the County, in substantially the form as is now on file with the Clerk. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator on behalf of the County, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The County Administrator is further authorized and directed to establish procedures in order to ensure compliance by the County with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the County Administrator shall consult with and obtain legal advice from, as appropriate, the Prosecuting Attorney and bond or other qualified independent special counsel selected by the County. The County Administrator, acting in the name and

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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on behalf of the County, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the County of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid or reimbursed by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award and/or the Registrar Agreement, is authorized and approved, and the County Administrator is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

**Section 12. Call for Redemption; Escrow Trustee; Escrow Agreement and Escrow Fund.** To provide for the payment of the principal of and interest on the Refunded Bonds, the County Administrator is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State to act as the Escrow Trustee. The County Administrator shall sign and deliver, in the name and on behalf of the County, the respective Escrow Agreements each between the County and the Escrow Trustee, in substantially the forms as are now on file with the Clerk. The Escrow Funds provided for in the Escrow Agreements are hereby created. The Escrow Agreements are approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator, on behalf of the County, all of which shall be conclusively evidenced by the signing of the respective Escrow Agreements or amendments thereto. The County Administrator shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreements, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Acting pursuant to the 2015 Bond Resolution and the 2015 Trust Agreement, the 2016 Refunding Bond Resolution and the 2016 Courthouse Bond Resolution which authorized the respective 2015 Bonds, 2016 Refunding Bonds and 2016 Courthouse Bonds, the Refunded Bonds, as determined by the County Administrator in the Certificate of Award to be refunded and called for redemption, are hereby called for redemption on the earliest practicable date or dates as set forth in the Certificate of Award (each a “*Redemption Date*”) at the required redemption price of the principal amount thereof, and the County Administrator is hereby authorized and directed to cause those Refunded Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the respective 2015 Bond Resolution and 2015 Trust Agreement, the 2016 Refunding Bond Resolution and the 2016 Courthouse Bond Resolution.

For informational purposes, a certified copy of this Resolution shall be sent by the County Administrator to the current bond registrars for the Refunded Bonds.

In order to provide for the payment of (a) the interest on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date, the County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The County will provide from the proceeds of the Bonds and other available funds in accordance with this Resolution, moneys and investments sufficient to pay in full (a) the interest on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date. The County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Resolution, the 2015 Bond Resolution and the 2015 Trust Agreement, the 2016 Refunding Bond Resolution, the 2016 Courthouse Bond Resolution and the Escrow Agreement to carry out such payments so that the Refunded Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for the Escrow Fund proceeds to be received from the sale of the Bonds and other available funds which shall be held in cash, or, if and to the extent determined by the County Administrator to be financially advantageous to the County, invested in United States Treasury Obligations (“*Treasury Securities*”), State and Local Government Series (“*SLG Securities*”) or other direct obligations of, or obligations guaranteed as to both principal and interest by, the United States of America as defined Ohio Revised Code Section 133.34 (direct obligations and guaranteed obligations together with the Treasury Securities and the SLG Securities, collectively, the “*Securities*”).

The moneys in the Escrow Fund which shall be held in cash and Securities (if any) may, if and to the extent determined by the County Administrator to be financially advantageous to the County, be certified by an independent public accounting firm of national reputation in a written report (each a “*Verification Report*”) to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Refunded Bonds to be deemed no longer outstanding as provided for in the respective 2015 Bond Resolution and 2015 Trust Agreement, the 2016 Refunding Bond Resolution and the 2016 Courthouse Bond Resolution. The balance of the proceeds to be received from the sale of the Bonds, less any amount thereof

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

contemplated by the Verification Report to be held in cash in the Escrow Fund and less any amount otherwise provided for herein, shall be used for the payment of costs related to the refunding and the issuance of the Bonds. The County Administrator is hereby authorized to retain and designate in the Certificate of Award an independent public accounting firm of national reputation to prepare and deliver each Verification Report.

At the direction of the County Administrator, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the County. Further, if the County Administrator determines that it would be in the best interest of and financially advantageous to the County to purchase Treasury Securities for deposit into the Escrow Fund, the County Administrator or any other officer of the County, on behalf of the County and in their official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Any such moneys, and Securities (if any), in addition thereto contemplated by each Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest on the Refunded Bonds.

**Section 13. Bond Counsel.** The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award and/or the Registrar Agreement, the County Administrator is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

**Section 14. Municipal Advisor.** The services of Baker Tilly Municipal Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the County or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award and/or the Registrar Agreement, the County Administrator is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

**Section 15. Satisfaction of Conditions for Bond Issuance.** This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding special obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the County Sales Tax Receipts of the County are pledged for the timely payment of the principal of and interest (and any premium) on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to the Act, this Resolution, the Certificate of Award and other authorizing provisions of law.

**Section 16. Compliance with Open Meeting Requirements.** This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption 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 of 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 17. Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption.

(Draft copies of agreements and other documents referenced in this Resolution are on file with the Board of Commissioners Clerk's office and will be retained in accordance with the applicable records retention schedule.)

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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

17  
RESOLUTION NO. 26-93

IN THE MATTER OF ADOPTING AN UPDATED TRAVEL AND EXPENSE REIMBURSEMENT  
POLICY AND ADOPTING A SALES TAX EXEMPTION POLICY:

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

WHEREAS, on November 20, 2025, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 25-988 approving and updated Delaware County Travel and Expense Reimbursement Policy to provide overall direction to officials and staff who travel for meetings, workshops, conferences, conventions, or other county related business; and

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

WHEREAS, the Deputy County Administrators recommend adopting an updated Delaware County Employee Travel and Expense Reimbursement Policy to incorporate provisions based on recent Ohio Auditor of State Bulletin 2025-013 regarding reimbursement of sales tax by tax-exempt public offices; and

WHEREAS, the Deputy County Administrators recommend adopting a new Delaware County Sales Tax Exemption Policy to establish guidelines for the use of Delaware County’s sales and use tax exemption on purchases of tangible personal property and selected services, based on recent Ohio Auditor of State Bulletin 2025-013;

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

Section 1. The Board hereby adopts the updated Delaware County Employee Travel and Expense Reimbursement Policy attached hereto and, by this reference, incorporated herein. This Resolution, and the Delaware County Employee Travel and Expense Reimbursement Policy adopted herein, shall supersede the policy approved in Resolution No. 25-988 and any and all prior inconsistent resolutions, regulations, policies, and provisions, effective immediately upon adoption of this Resolution.

Section 2. The Board hereby adopts the new Delaware County Sales Tax Exemption Policy attached hereto and, by this reference, incorporated herein.

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

DELAWARE COUNTY TRAVEL AND EXPENSE REIMBURSEMENT

Subject	Effective	Supersedes	This Sheet	Total
Employee Travel and Expense Reimbursement Policy	2/12/2026	11/20/2025	1	7

1.0 Purpose

The establishment of guidelines for travel and expense reimbursement for attendance at business and professional organization meetings, training and conferences/conventions.

2.0 Scope

Elected Officials, Department Directors, Supervisors and Employees of Delaware County.

3.0 Distribution

Appointing Authorities, Offices, Departments, and Employees of Delaware County.

4.0 Definitions

County business traveler – means a Delaware County employee that has received approval from their supervisor to attend a business meeting, professional organization meeting, training or conference/convention.



**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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Business related traveler - a person who is not a Delaware County employee, traveling with a Delaware County employee to a location where the Delaware County employee will conduct county business and may be a vendor, a person from another political subdivision, board, or agency and traveling with the Delaware County employee for efficient use of resources (i.e. travel to and from the same training, business meeting or conference). Delaware County will not reimburse any related travel expenses for a business related traveler.

Non-county business related traveler – means a person, who is not a Delaware County employee, traveling with a Delaware County employee to a location where the Delaware County employee is to conduct county business and may be a family member, significant other, friend, or relative. Delaware County will not reimburse any related travel expenses for a non-county business related traveler.

## 5.0 Policy

Employees may be reimbursed for reasonable travel expenses incurred in the attendance at meetings, training, and conferences/conventions in order to support County operations and may include transportation costs, mileage, meals, lodging, and incidentals. The following policy will be used as a guideline in determining whether a travel expense is allowable and reimbursable and the procedure to follow in receiving reimbursement of those expenses. Employees are to utilize the most economic and efficient means of transportation when traveling.

### Types of Travel

**Routine Business Travel** is travel by an official or county employee in the administration of a particular office, department or program activity, or which occurs in the performance of job-related duties and does not include overnight lodging. This type of travel typically supports attendance at a meeting with state and/or local government officials, business community members, and professional organizational meetings.

**Training Travel** is the travel by an official or county employee to participate in educational and/or staff development programs separate from a conference or convention which does not include overnight lodging. (This does not include travel for post-secondary education courses.)

**Conference/Convention Travel** is the travel by an official or county employee in (1) traveling out of the area on county business, typically requiring overnight lodging, or (2) attending a conference or convention of a job-related professional association or organization.

### Required Prior Authorization

County business travelers shall report Routine Business Travel to the County business traveler's department director or supervisor, and seek pre-approval for all known expenses that will be incurred using the Conference Reimbursement Form. [https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Conference\\_Reimb-10-1-22-1.pdf](https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Conference_Reimb-10-1-22-1.pdf)

Expenses that are not known before the Routine Business Travel shall be reported promptly upon the County business traveler returning to the office. All Training Travel and Conference/Convention Travel must be pre-approved by the County business traveler's department director and the Board of Commissioners, or County Administrator, using the Delaware County Conference Reimbursement Form located at the following link: <https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2023/01/2023-Mileage-Reimbursement-Form.pdf>

Out of State travel requests must include a completed Out of State Conference Authorization Request located at the following link: <https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Out-of-state-conf-request-and-summary-form-2.pdf>

### Sales Tax Exemption

Pursuant to R.C. 5739.02(B)(1), the County is exempt from sales tax, and the exemption for sales tax may be evidenced by an Ohio Department of Taxation Sales and Use Tax Blanket Exemption Certificate. The exemption is not transferable to an individual employee and applies only when the sale is made to the County and the purchase is paid for by the County through a County account or payment source. If an employee makes a purchase using personal funds or a personal credit card, then the purchase must include any applicable tax, the employee must pay the tax, and the employee is not permitted to use the County's tax-exempt certificate. This is true even if the personal purchase is eligible for reimbursement by the County under this Policy. Accordingly, an employee should make every reasonable effort to arrange direct payment by the County to avoid taxes. Employees should review options to have the County directly invoiced or to bring County payment warrants to the point of purchase. If an employee is unable, through reasonable effort, to arrange direct payment by the County, then the employee may make the purchase with personal funds or a personal credit card and seek reimbursement of any sales tax paid, subject to the limits stated in this Policy and the Delaware County Sales Tax Exemption Policy.

### Reimbursements

#### Mileage:

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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Employees should utilize a County vehicle, if one is available and its use is reasonable and efficient, whenever authorized to drive on County business on training or conference travel. If a County vehicle is unavailable, a rental vehicle may be secured if authorized.

- Employees driving their personal vehicle for county related business, training or conference travel may be reimbursed mileage at the current rate established by the IRS.
- When ride-sharing or carpooling is utilized, Delaware County will only pay for the mileage of one employee in the case where multiple employees are attending the same function and a personal vehicle is used for transportation. Payment will be to the owner/lessee of the vehicle.
- The use of a County vehicle will not be permitted if an employee takes a non-county business related traveler.
- In the event two employees are traveling to the same location, one takes a county vehicle, and the other elects to take their personal vehicle because the employee is traveling with a non-county business related traveler, then the employee utilizing their personal vehicle shall not be reimbursed for mileage.

**Meals, Lodging, Transportation and Parking:**

An employee on required approved business outside of Delaware County shall be reimbursed for meals, lodging, and parking expenses as follows:

**Meals:**

1. Reimbursement for meals and incidentals is only authorized for training and conference/convention travel. The reimbursement of meals is designed to offset the additional cost of travel, and not to entirely pay for the employee's meal expense while traveling. Employees shall not be eligible for reimbursement for meals included in the cost of training or conference/convention.
2. Reimbursement for meals, including reasonable gratuities not to exceed twenty percent (20%), shall be subject to the following limits: Breakfast - \$10.00, Lunch - \$15.00, Dinner - \$20.00. In the event that the travel is to a location where the reasonable cost of meals exceeds the limits specified herein, the employee shall request an additional meal allowance in the form submitted for preapproval.
3. Reimbursement eligibility starts for the employee upon departure of travel and ceases upon return to Delaware County. Employees are not eligible for reimbursement for additional travel time that was not necessary for the approved training and conference/convention travel.
4. Reimbursement for meals and incidentals shall be made on the Employee Reimbursement Request form. Itemized receipts are required to be submitted to the Auditor's office for the employee to receive reimbursement.
5. Reimbursement for meals in Delaware County is not allowed unless these meals are pre-approved by the Board of Commissioners or designee through the required travel request/expense form.
6. The meal allowance cannot under any circumstances be used to pay for entertainment or alcoholic beverages.
7. If more than one employee is included in the same receipt, the limits stated herein shall be multiplied by the number of employees served.

**Lodging:**

The employee shall be reimbursed 100% for lodging that is pre-approved. The employee shall stay at the subject conference/convention lodging and in accordance with their negotiated room rack rates. If the conference/convention lodging is sold out, the employee shall find comparable accommodations, and the new location shall be subject to pre-approval. If the location is not pre-approved in accordance with this Policy, no reimbursement shall be made unless the following exceptions apply:

1. The pre-approved location is no longer available due to circumstances beyond the control of the employee (i.e. overbooking by the hotel, hotel fire, etc.),
2. The employee cannot return home or cannot reach the destination of a pre-approved location due to transportation problems (i.e. weather, flight cancellation, County vehicle malfunction, etc.) beyond the employee's control, or
3. Other reasonable exceptions acceptable by the Board of Commissioners or designee upon presentation.

Employees should make every attempt to arrange direct payment by the County to avoid taxes. Employees should review options to have the County directly invoiced or to bring payment warrants to the hotel.

**Airfare:**

Employees will make all reasonable efforts to obtain cost-effective flights. No first-class flights will be permitted. Reimbursement for luggage shall be reasonable and will not exceed one checked bag per employee. If an exception is needed, an employee must request it in advance.

**Parking:**

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

---

Employees on business outside of Delaware County shall be approved for the reasonably necessary cost of parking upon presentation of a valid, dated receipt.

**Taxi Use, Ride Share, Transfers, and Rental Cars:**

Employees will be reimbursed for the actual cost of taxis, ride shares, transfers (bus, train, subway, etc.), and rental cars used while on official county business. Employees must provide documentation of such use as defined below. A reasonable gratuity, not to exceed twenty percent (20%), may be reimbursed if the gratuity is included on the receipt. Employees shall obtain and will be reimbursed for the basic (liability and property) insurance coverage offered by rental companies when renting vehicles.

**Emergency Expenses:**

In the case of accidents, mechanical failures, and/or other uncontrollable incidents involving a County vehicle or other transportation other than personal vehicles (e.g. flat tires, departure delays, etc.), the employee will be reimbursed for the actual expenses incurred to accommodate the emergency upon submission of proper documentation.

**Sales Tax:**

In cases where an employee is unable, through reasonable effort, to arrange direct payment by the County and is required to pay sales tax for a reimbursable expense, the employee will be reimbursed for the sales tax charged on an eligible expense not exceeding \$500, including sales tax. Purchases that exceed \$500, including sales tax, are required to be paid directly by the County, unless the employee provides documentation that direct payment is not possible and the employee receives approval to proceed with the purchase using personal funds or a personal credit card. Employees shall comply with all requirements of the Delaware County Sales Tax Exemption Policy.

**Rewards and Incentives**

Employees shall make every attempt to arrange direct payment by the County for all expenses. To the extent direct payment by the County is not possible or practical, employees may make payment by personal means and request reimbursement in accordance with this Policy. Payment by personal means may result in the employee earning rewards, points, miles, or other incentives from airlines, hotels, travel vendors, credit card vendors, or other third parties (collectively, "Rewards"). An employee is generally not prohibited from earning Rewards and retaining the Rewards for personal use, provided the following conditions are met:

1. The Rewards are earned the same way as members of the general public would earn them;
2. The Rewards do not impose additional costs to the County;
3. The employee does not select a service or vendor based on whether it provides Rewards;
4. The employee makes reasonable efforts to secure the lowest cost alternative, without regard to Rewards;
5. The employee shall not seek reimbursement for any amount that is greater than the amount actually owed to the employee's credit card issuer (e.g., reimbursement for use of Rewards);
6. The employee shall report on the reimbursement request form whether the employee has earned or used any Rewards in relation to the requested reimbursement;
7. The employee shall maintain all records pertaining to Rewards earned or used in relation to requested reimbursement and make the records available for audit promptly upon request;
8. The Rewards are not the result of an expense incurred on behalf of another person, whether or not the person was a county employee; and
9. An employee responsible for booking conferences, events, or group travel is prohibited from personally using any Rewards earned in connection with such official responsibilities.

This section of the Policy pertaining to Rewards is intended to be consistent with Ohio Ethics Commission Advisory Opinion No. 2025-02 and AOS Bulletin 2025-012. Employees are required to adhere to all applicable Ohio ethics laws and report any violations.

**Documentation**

Requests for travel expense reimbursement shall be itemized on the **Delaware County Overnight Training / Reimbursement Form** located at the following link:

[https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Conference\\_Reimb-10-1-22-1.pdf](https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Conference_Reimb-10-1-22-1.pdf)

Mileage / Parking Reimbursement Form Link:

<https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2023/01/2023-Mileage-Reimbursement-Form.pdf>

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

The point of origin and destination shall be indicated for each trip in sufficient detail to account for the mileage being claimed for reimbursement. Mileage the employee incurs, or would have incurred, driving to and from work is generally deducted from the overall amount of mileage being claimed for reimbursement, subject to supervisor review and approval.

Allowable expenses submitted for reimbursement must be accompanied by an original receipt and applicable authorizations. The employee shall make every attempt to obtain a receipt that documents the detail of the expense. Generally, non-detailed receipts will not be honored. In the event a detailed receipt cannot be obtained the employee must justify the expenditure to the satisfaction of his supervisor prior to approval of the expenditure for reimbursement. The supervisor shall review the reimbursement form and attachments for accuracy, and forward approved travel documents to the Auditor's Office for payment after receiving the required signatures.

**Timely Submission:**

Expenses incurred for travel should be submitted on the **Delaware County Accountable Fringe Benefit Plan / Overnight Conference / Training Reimbursement Form** by the 10th of the following month. Requests for reimbursement received after the 10th may not be reimbursed until the following month. All requests for reimbursement must be submitted within ninety (90) days of the expense or will be forfeited.

**Professional Conduct**

Attendance at trainings, conferences, and meetings on behalf of Delaware County is a privilege of employment. Employees are representing Delaware County and must adhere to all applicable policies and procedures of the employee’s department and the county overall. Employees’ conduct, behavior and interactions are expected to always be professional and appropriate. These expectations apply to participants, speakers, attendees, etc., to maintain the reputation of Delaware County and the integrity of the event. Failure to adhere to the requirements of this policy and other applicable policies, providing false or misleading documentation, or failing to attend an approved training, conference or event without proper authorization may be grounds for disciplinary action up to and including termination from employment.

**DELAWARE COUNTY SALES TAX EXEMPTION POLICY**

Subject	Effective	Supersedes	This Sheet	Total
Sales Tax Exemption Policy	2/12/2026	New	1	2

- 1.0 Purpose
- The establishment of guidelines for the use of Delaware County’s sales and use tax exemption on purchases of tangible personal property and selected services.
- 2.0 Scope
- Elected Officials, Department Directors, Supervisors and Employees of Delaware County.
- 3.0 Distribution
- Appointing Authorities, Offices, Departments, and Employees of Delaware County.
- 4.0 Policy
- A. All expenditures of County funds must be made for a lawful, public purpose and proper government purpose, in accordance with applicable law and County policies.

B. Pursuant to R.C. 5739.02(B)(1), the County is exempt from sales tax, and the exemption for sales tax may be evidenced by an Ohio Department of Taxation Sales and Use Tax Blanket Exemption Certificate (“Exemption Certificate”).

C. Each office or department shall limit the number of officials and employees who have access to the Exemption Certificate, such as the department director and fiscal/office manager.

D. The County’s sales tax exemption is not transferable to an individual employee and applies only when the sale is made to the County and the purchase is paid for by the County through a County account or payment source. An official or employee who makes a purchase on behalf of the County using his or her personal funds, checking account, or credit card is prohibited from presenting the County’s Exemption Certificate.

E. If an official or employee makes a purchase using his or her personal funds, checking account, or credit card, then the official or employee is required to pay any applicable tax at the point of sale, even if the purchase is eligible for reimbursement by the County.

F. An official or employee shall make every reasonable effort to arrange direct payment by the County to avoid taxes that would otherwise not be charged upon presentation of an Exemption Certificate. Officials or employees should review options to have the County directly invoiced or to bring County payment warrants to the point of purchase. Officials or employees shall ensure that direct purchases

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

made on the County’s account(s) include an invoice or bill of sale indicating the sale was to the County.

- G. If an official or employee is unable, through reasonable effort, to arrange direct payment by the County, and the combined purchase price, including sales tax, would exceed \$500, then the official or employee shall submit documentation that direct payment is not possible and request approval to make the purchase with his or her personal funds, checking account, or credit card and be reimbursed for the purchase, including any sales tax paid.
- H. If an official or employee is unable, through reasonable effort, to arrange direct payment by the County, and the combined purchase price, including sales tax, does not exceed \$500, then the official or employee may make the purchase using their own personal funds, checking account, or credit card, or checking account. The official or employee may request reimbursement for the purchase, including any sales tax paid, and submit documentation that direct payment was not possible with the request for reimbursement.
- I. If a purchase is made including sales tax that was charged in violation of this Policy, the fiscal officer should endeavor to recover the sales tax collected at the point of sale, such as utilizing the Ohio Department of Taxation’s “Sales/Use Tax Application for Refund” form.
- J. Failure to adhere to this Policy may result in the issuance of a Finding for Recovery, other sanctions under Ohio law, or corrective action, up to and including termination.

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

18  
RESOLUTION NO. 26-94

IN THE MATTER OF GIVING INFORMED CONSENT AND WAIVING CONFLICTS OF INTEREST REGARDING REPRESENTATION BY SQUIRE PATTON BOGGS (US) LLP IN CONNECTION WITH A PENDING TRANSACTION BETWEEN DELAWARE COUNTY AND THE OHIO WATER DEVELOPMENT AUTHORITY:

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

WHEREAS, pursuant to section 305.14 of the Revised Code, the firm of Squire Patton Boggs (US) LLP (the “Squire”) represents the Delaware County Board of Commissioners (the “Board”) in certain public finance matters; and

WHEREAS, Squire also represents the Ohio Water Development Authority (“OWDA”), which may result in conflicts of interest related to a pending transaction between the Board and OWDA; and

WHEREAS, Squire has informed the Board that the conflicts of interest exist and prepared a waiver for the Board’s consideration;

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

Section 1. The Board recognizes the existence of the conflicts of interest and acknowledges that the conflicts of interest have been fully explained. The Board fully understands the conflicts of interest, and all questions that the Board may have about the conflicts of interest have been fully answered to the Board’s satisfaction. By giving informed consent and waiving the conflicts of interest the Board acknowledges and understands that Squire will simultaneously act as legal advisor to the Board and OWDA. The Board recognizes and understands that informed consent and waiver of the conflicts of interest may be immediately withdrawn by the Board at any time by giving written notice.

Section 2. Based on the foregoing, the Board hereby acknowledges and consents to Squire’s representation of each of OWDA and the Board in connection with the pending transaction between the parties, and waives any conflicts of interest in all matters relating thereto, with the understanding that Squire also represents OWDA and the Board in various unrelated matters.

Section 3. The Board hereby authorizes the County Administrator to execute an informed consent waiver on behalf of the Board.

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

19  
RESOLUTION NO. 26-95

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CTL ENGINEERING, INC. FOR ON-CALL SERVICES:

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

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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WHEREAS, the Sanitary Engineer recommends approval of an agreement with CTL Engineering, Inc. for on-call services;

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

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 12<sup>th</sup> day of February, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and CTL Engineering, Inc., 7400 West Campus Road, New Albany Ohio, 43054 (“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 on-call construction inspection, materials testing, and limited engineering support services in support of private development and capital improvement projects, as authorized by the County (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 shall be performed in accordance with the Consultant’s fee proposal, attached hereto as Exhibit A and, by this reference, incorporated herein. Exhibit A establishes the applicable labor classifications, hourly rates, and reimbursable expenses for Services authorized under this Agreement.
- In the event of a conflict between this Agreement and the Proposal, the terms of this Agreement shall govern.
- 1.4 For purposes of this Agreement, “limited engineering support services” shall mean non-design engineering assistance provided in support of construction, maintenance, and administrative activities. Limited engineering support services may include evaluation of existing field conditions; development of recommendations for minor maintenance or repair projects; preparation of sketches, exhibits, redlines, record drawings, and limited construction drawings (generally not exceeding three to four sheets); and computer-aided design and drafting (CADD) services in support of updates to the County’s Construction and Materials Specifications (CMS), standard drawings, and record documentation. Limited engineering support services do not include full project design, preparation of plans or specifications requiring permitting or regulatory approval, or services requiring the Consultant to act as Engineer-of-Record, unless expressly authorized in writing by the Sanitary Engineer under a separate agreement or written task authorization.

**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 Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) 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.

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served in writing 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: Nathan Givens

Address: 1610 State Route 521, Delaware, Ohio 43015  
Telephone: (740) 833-2240  
Email: ngivens@co.delaware.oh.us

**Consultant:**

Name of Principal in Charge: Vinny Lupica

Address of Firm: 7400 West Campus Road

City, State, Zip: New Albany, Ohio 43054  
Telephone: (614) 214-0950

Email: vlupica@ctleng.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal.
- 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 needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.
- 6.4 If the County fails to pay any undisputed invoice within thirty (30) days of receipt, the Consultant may, after providing ten (10) days' written notice to the County of such nonpayment, suspend performance of Services under this Agreement until payment is received. The Consultant's right to suspend Services shall not waive any other rights or remedies available to the Consultant.

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 no later than December 31, 2027.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written order 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

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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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.

**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 services hereunder, 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**



**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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- 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: Consultant 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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

available to perform the work to which the Agreement relates. Consultant 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. Consultant further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

14.12            Engineer: For purposes of this Agreement, the term “Engineer” means the Delaware County Sanitary Engineer or duly authorized representative. References to “the Engineer” in the Consultant’s Proposal or any other documents incorporated into this Agreement shall be deemed to refer to the Sanitary Engineer unless the context requires otherwise. The Consultant is not acting as the Engineer-of-Record under this Agreement and shall not exercise independent authority to interpret contract documents, direct contractors, approve deviations from approved plans or specifications, or otherwise bind the County, except as expressly authorized in writing by the Sanitary Engineer.

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

20  
RESOLUTION NO. 26-96

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A ROAD MAINTENANCE BROOM AND TAG TRAILER FOR THE ENGINEER’S OFFICE:

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

WHEREAS, pursuant to R.C. § 5549.01, the Delaware County Board of Commissioners (“Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s Assistants when on official business; and

WHEREAS, the Delaware County Engineer’s Office (“Engineer”) has a need for one (1) Road Maintenance Broom (“Broom”) and one (1) Tag Trailer (“Trailer”) for use in performing the Engineer’s official duties; and

WHEREAS, the Board participates in ODOT’s Cooperative Purchasing Program (“ODOT Program”) and the Broom and Trailer are both available for purchase via the ODOT Program; and

WHEREAS, the purchase of the Broom shall be subject to the ODOT Program’s contract #DOT22526-4, which is fully incorporated herein and, of which, the purchase orders issued for the purchase shall be made a part; and

WHEREAS, the purchase of the Trailer shall be subject to the ODOT Program’s contract #DOT14625-2, which is fully incorporated herein and, of which, the purchase orders issued for the purchase shall be made a part; and

WHEREAS, pursuant to R.C. § 5513.01(B), purchases made by political subdivisions through the ODOT Program are exempt from any competitive bidding requirements;

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

Section 1. The Board, pursuant to ODOT Program’s contract #DOT22526-4, hereby authorizes the purchase of one (1) Road Maintenance Broom from Southeastern Equipment Company for the price of \$90,435.00, not to exceed \$91,000.00.

Section 2. The Board pursuant to ODOT’s Program contract #DOT14625-2, hereby authorizes the purchase of one (1) 20XPT Tag Trailer from Southeastern Equipment Company for the price of \$32,388.00, not to exceed \$33,000.00

Section 3. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

21  
RESOLUTION NO. 26-97

IN THE MATTER OF AUTHORIZING THE PURCHASE OF DAY CAB TRUCK FOR THE ENGINEER’S OFFICE:

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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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WHEREAS, pursuant to R.C. § 5549.01, the Delaware County Board of Commissioners (“Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s Assistants when on official business; and

WHEREAS, the Delaware County Engineer’s Office (“Engineer”) has a need for one (1) 2027 Volvo VHD64F300 Day Cab Truck for use in performing the Engineer’s official duties; and

WHEREAS, the Board participates in ODOT’s Cooperative Purchasing Program (“ODOT Program”) - and the Day Cab Truck is available for purchase via the ODOT Program; and

WHEREAS, the purchase of the Day Cab Truck shall be subject to the ODOT Program’s contract #DOT023A26-1, which is fully incorporated herein and, of which, the purchase orders issued for the purchase shall be made a part; and

WHEREAS, pursuant to R.C. § 5513.01(B), purchases made by political subdivisions through the ODOT Program are exempt from any competitive bidding requirements;

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

Section 1. The Board, pursuant to ODOT Program’s contract #DOT023A26-1, hereby authorizes the purchase of one (1) 2027 Volvo VHD64F300 Day Cab Truck from Fremont Volvo & GMC for the price of \$156,513.00, not to exceed \$160,000.00

Section 2. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

22  
**RESOLUTION NO. 26-98**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF AN EXCAVATOR AND ACCESSORY BUCKETS FOR THE ENGINEER'S OFFICE AND AUTHORIZING THE TRADE-IN OF AN EXCAVATOR THAT IS NOT NEEDED OR UNFIT FOR PUBLIC USE AS A CREDIT TOWARD THE COST OF A NEW EXCAVATOR:**

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

WHEREAS, pursuant to R.C. § 5549.01, the Delaware County Board of Commissioners (“Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer's Assistants when on official business; and

WHEREAS, the Delaware County Engineer's Office (“Engineer”) has a need for one (1) Kobelco SK260 Excavator (“SK260 Excavator”); one (1) 48” Hydraulic Tilt Bucket (“48” Bucket”), and one (1) 30” Power Grip Bucket (“30” Bucket”) (48” Bucket and 30” Bucket collectively “Buckets”) for use in performing the office's official duties; and

WHEREAS, the Board participates in the Sourcewell Cooperative Purchasing Program ( “Program”), and the SK260 Excavator and Buckets are available for purchase via the Program; and

WHEREAS, the purchase of the SK260 Excavator and Buckets shall be subject to Program Contract #01173-KBL, the terms and conditions of which are fully incorporated herein and of which the purchase order(s) shall be made a part; and

WHEREAS, pursuant to R.C. § 9.48(C), purchases made by political subdivisions through the Program are exempt from any competitive bidding requirements; and

WHEREAS, pursuant to R.C. § 307.12(G), if the Board finds, by resolution, that the county has vehicles, equipment, or machinery that is not needed, or is unfit for public use, the Board may offer to sell the vehicles, equipment, or machinery to a firm from which the Board proposes to purchase new vehicles, equipment, or machinery and have the selling price credited against the purchase price of the new vehicles, equipment, or machinery; and

WHEREAS, the County has vehicles, equipment, or machinery currently used by the Engineer, specifically Kobelco Excavator SK210, Serial Numbers YQ09U4289 (“SK210 Excavator”), that is not needed or is unfit for public use and that the Board desires to trade-in and have the selling price credited against the purchase price of the SK260 Excavator to be purchased; and

WHEREAS, the Engineer agrees the SK210 Excavator is not needed or is unfit for public use and

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

recommends authorizing its trade-in;

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

Section 1. The Board hereby determines that the SK210 Excavator, Serial Numbers YQ09U4289, owned by the County and used by the Engineer is not needed or is unfit for public use and authorizes trade-in of said SK210 Excavator to purchase a new SK260 Excavator, the total trade-in credit for which shall be \$25,000, which selling price shall be credited against the purchase of the new SK260 Excavator.

Section 2. The Board, pursuant to Program Contract #01173-KBL, hereby authorizes the purchase of one (1) Kobelco SK260 Excavator for the price of \$266,834.20; one (1) 48” Hydraulic Tilt Bucket for the price of \$8,525.00, and one (1) 30” Power Grip Bucket for the price of \$15,600 from Southeastern Equipment Company for the purchase price of \$290,959.20 for all three (3) pieces of equipment, less a trade-in credit of \$25,000 as authorized in Section 1, for a total purchase price of \$265,959.20.

Section 3. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

23  
RESOLUTION NO. 26-99

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT WITH THE CITY OF POWELL FOR THE RESURFACING OF SAWMILL PARKWAY:

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

COOPERATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF POWELL  
AND  
DELAWARE COUNTY  
FOR RESURFACING OF SAWMILL PKWY

This Agreement is made and entered into this 12<sup>th</sup> day of February 2026 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the City of Powell, 47 Hall Street., Powell, Ohio 43065 (the “City”), hereinafter referred to individually as “Party” or collectively as the “Parties”.

- 1

AUTHORITY

1.1

Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.
- 2

PURPOSE

2.1

The City and County desire to make improvements to Sawmill Pkwy, including resurfacing of the pavement from CR124 (Home Road) to CR123 (Hyatts Road) (the “Project”).

2.2

This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.
- 3

NOTICES

3.1

Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1

County:

Robert Riley, PE, PS

Chief Deputy Engineer

1610 State Route 521

Delaware, OH 43015

Email: [riley@co.delaware.oh.us](mailto:riley@co.delaware.oh.us)

3.1.2

City:

C. Aaron Stanford, P.E.

City Engineer

47 Hall Street

Powell, Ohio 43065

email: [astanford@cityofpowell.us](mailto:astanford@cityofpowell.us)
- 4

MANAGEMENT OF PROJECT

4.1

The County, acting through the County Engineer will design, administer bidding and award of the

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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construction contract and manage the construction of the Project, and shall coordinate the same with the City’s Engineer, allowing reasonable opportunity for the City’s Engineer to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

- 5.1 The estimated costs of the project are as follows:
  - 5.1.1 Total Cost of Project: \$748,800
  - 5.1.2 County Share: \$588,900
  - 5.1.3 City Share: \$159,900
- 5.2 The City and County acknowledge that the estimated costs are based on the County Engineer’s opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by County Engineer.

6 COST PARTICIPATION

- 6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.
- 6.2 The City shall reimburse the County for all project costs relating to the construction of the Project situated within the City municipal corporation limits.
- 6.3 The County Engineer shall keep an accurate record of the project costs and submit an invoice to the City for the City’s share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The City shall pay the invoice within 30 days of receipt of the invoice.

7 PERSONNEL

- 7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

8 EQUIPMENT AND FACILITIES

- 8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

9 RECORDS

- 9.1 The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.
- 10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

- 11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

12 INSURANCE AND LIABILITY

- 12.1 The Parties are both political subdivisions and lack authority to indemnify.
- 12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 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.
- 13.4 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.
- 13.5 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 in full force and effect.

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

24  
RESOLUTION NO. 26-100

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND GEORGE J. IGEL & CO., INC., FOR THE PROJECT KNOWN AS DEL-TR109-2.87 BIG WALNUT ROAD AND TUSSIC STREET ROAD ROUNDABOUT PROJECT:

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

DEL-TR109-2.87 BIG WALNUT ROAD AND TUSSIC STREET ROAD ROUNDABOUT PROJECT:  
Bid Opening: January 20, 2026

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to George J. Igel & Co., Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and George J. Igel & Co., Inc. for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with George J. Igel & Co. Inc., for the project known as DEL-TR 109-2.87 Big Walnut Road and Tussic Street Road Roundabout Project:

CONTRACT

THIS AGREEMENT is made this 12<sup>th</sup> day of February, 2026 by and between **George J. Igel & Co., Inc., 3500 Alum Creek Drive, Columbus, Ohio 43207**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-TR109-2.87 Big Walnut Road and Tussic Street Road Roundabout Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Two Million Three Hundred Nine Thousand Six Hundred Fifty-Three Dollars and Thirteen Cents (\$2,309,653.13) subject to additions and deductions as provided in the Contract Documents.

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

25  
RESOLUTION NO. 26-101

IN THE MATTER OF APPROVING DEVELOPER’S AGREEMENT FOR ADDISON FARMS  
HILLS-MILLER ROAD:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Addison Farms Hills-Miller Road;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Addison Farms Hills-Miller Road as follows:

**DEVELOPER’S AGREEMENT**  
**PROJECT NUMBER:24025**

**THIS AGREEMENT** made and entered into this 12<sup>th</sup> day of February 2026, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and Addison Delaware, LLC, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Addison Farms (the “Development”), which will include a new roadway access to Hills-Miller Rd and contribute to the need for improvements to Troy Rd or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the “Improvements”).
- 2) Prior to Delaware County Engineer’s approval of the Final Engineering Plan for the Hills-Miller Road Improvements, the **OWNER** shall pay to the **COUNTY** One Hundred Fifty Thousand Six Hundred Seventy Dollars and No Cents (\$150,670.00), mutually agreed to be the **OWNER’S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Hills-Miller Rd, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** may provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of One Hundred Fifty Thousand Six Hundred Seventy Dollars and No Cents (\$150,670.00), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment (due no later than July 1, 2027) as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY**’s right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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COUNTY right-of-way.

- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

26  
RESOLUTION NO. 26-102

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR CHESHIRE WOODS, SECTION 4, PHASE B:

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

WHEREAS, on February 12, 2026, a Ditch Maintenance Petition for Cheshire Woods, Section 4, Phase B (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 Cheshire Woods, Section 4, Phase B, 20.7 acres in 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 \$201,724.75.

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   Absent                      Mrs. Lewis   Aye                      Mr. Merrell   Aye

27  
RESOLUTION NO. 26-103

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR INDEPENDENT LIVING AT OLD STATE:

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

WHEREAS, the roadway construction has been completed for the project known as Independent Living at Old State (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and



COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at ten percent (10%) of the original construction estimate for the Project and that the Project be placed on the required one year maintenance period; and

WHEREAS, ILOS II, LLC (the “Owner”) has provided a maintenance bond in the amount of \$5,600.00 to secure the Owner’s maintenance obligations during the one year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner’s Agreement, the construction bond being held for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$5,600.00 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

28  
RESOLUTION NO. 26-104

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BAHAN FARMS EXCAVATING LLC FOR THE PROJECT KNOWN AS THE HOOVER #61 (CRABILL#589) WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

Hoover #61 (Crabill #589) Watershed Drainage Improvement Project  
Bid Opening of January 6, 2026

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Bahan Farms Excavating LLC, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Bahan Farms Excavating LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Bahan Farms Excavating LLC, for the Hoover #61 (Crabill #589) Watershed Drainage Improvement Project:

CONTRACT

THIS AGREEMENT is made this 12<sup>th</sup> day of February 2026, by and between Bahan Farms Excavating LLC, 18569 Yoakum Road, Mount Victory Ohio 43340, hereinafter called the “Contractor,” and the Delaware County Board of Commissioners, hereinafter called the “Owner.”

The Contractor and the Owner, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “Hoover #61 (Crabill #589) Watershed Drainage Improvement Project” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities or work performed at the unit prices stipulated in the Bid for the respective items or work completed for the sum not to exceed TWO-HUNDRED THIRTEEN THOUSAND THREE-HUNDRED EIGHTY-FIVE DOLLARS AND THIRTY-FIVE CENTS (\$213,385.35) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications - General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

29  
RESOLUTION NO. 26-105

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE  
BID DATE FOR THE PROJECT KNOWN DEL-COUNTY 2026 ROAD IMPROVEMENT  
PROGRAM, RESURFACING VARIOUS COUNTY AND TOWNSHIP ROADWAYS:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-County 2026 Road Improvement Program, Resurfacing Various County and Township Roadways; and

WHEREAS, the County Engineer recommends approving the plans, specifications, and estimate for the project and setting the bid date for the project;

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

Section 1. The plans, specifications and estimate for the project known as DEL-County 2026 Road Improvement Program, Resurfacing Various County and Township Roadways are hereby approved.

Section 2. The County Engineer is authorized to advertise for and receive bids for the project in accordance with the following Public Notice:

**Public Notice**  
**Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, March 10, 2026, at which time they will be publicly received and read aloud, for the project known as:

**DEL-County 2026 Road Improvement Program**  
**Resurfacing Various County and Township Roadways**

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

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

This notice is posted on the Delaware County website “Public Notices and Bids” page at <https://co.delaware.oh.us/media-room/bids/> and the County’s social media account, pursuant to Ohio Revised Code Section 307.87(A)(3).

The Owner requires that all work associated with the project be completed before November 15, 2026. The estimated commencement of work date is March 23, 2026.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware County Engineer’s Office website advertisement date: February 20, 2026

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

30  
RESOLUTION NO. 26-106

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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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
UT2026-0015	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0016	SPD PERMITTING	MULTIPLE ROADS	BURRIED CABLE
UT2026-0017	SPD PERMITTING	PEACHBLOW RD & PIATT RD	AERIAL CABLE
UT2026-0018	CONSUMERS GAS COOPERATIVE	CENTER VILLAGE RD	BORING
UT2026-0019	SPD PERMITTING	TUSSIC RD & CTY RD 108	AERIAL CABLE
UT2026-0020	AT & T	REGENCY DR	BORING
UT2026-0021	HAMMONTREE & ASSOC/ LUMEN	S OLD STATE RD CR-10	AERIAL CABLE

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

31  
RESOLUTION NO. 26-107

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR CHESHIRE WOODS SECTION 4 PHASE B; HYATT'S MEADOWS SECTION 3 PHASE A LOT 6790 DIV 2; HIDDEN CREEK ESTATES SECTION 2; AND THE COURTYARDS AT BIG WALNUT SECTION 1:

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

WHEREAS, Homewood Corporation has submitted the plat of subdivision for Cheshire Woods Section 4 Phase B, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Olentangy Falls II, LLC, has submitted the plat of subdivision for the Hyatt's Meadows Section 3 Phase A Lot 6790 Div 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Hidden Creek Estates LLC, has submitted the plat of subdivision for the Hidden Creek Estates Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Epcon Big Walnut, LLC, has submitted the plat of subdivision for The Courtyards at Big Walnut Section 1, 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 Cheshire Woods Section 4 Phase B; Hyatt’s Meadows Section 3 Phase A Lot 6790 Div 2; Hidden Creek Estates Section 2; and The Courtyards at Big Walnut Section 1:

**Cheshire Woods Section 4 Phase B:**

Situated in the State of Ohio, County of Delaware, Township of Berkshire, located in Farm Lots 18, Section 3, Township 4, Range 17 in United States Military Lands, and containing 20.726 acres of land, more or less, said 20.726 acres being comprised of 13.349 acres out of a 74.221 acre (orig) tract of land deeded to Homewood Corporation, an Ohio corporation, in Official Record 876, Page 1371, and a 7.377 acre tract of land deeded to Homewood Corporation, and Ohio corporation, being of record in the Recorder’s Office, Delaware County, Ohio.

**Hyatt's Meadows Section 3 Phase A Lot 6790 Div 2:**

Situated in the State of Ohio, County of Delaware, Township of Liberty, Farm Lots 15 (1.210 Ac.) and 16 (12.191 Ac.), Quarter Township 4, Range 19, United States Military Lands, being 13.401 acres of land, more or less, said 13.401 acres being, a resubdivision of Lot 6790 of the subdivision entitled “Hyatt's Meadows Section 3 Phase A”, of record in Official Record 1984, page 2413, said Lot 6790 being conveyed to Olentangy Falls II, Ltd, by deed of record in Official Record 2117, Page 1937, Recorder’s Office , Delaware County Ohio.

**Hidden Creek Estates Section 2:**

Situated in the State of Ohio, County of Delaware, Township of Berkshire, located in Farm Lot 28, Quarter Section 3, Township 4, Range 17, United States Military Lands, being 19.057 acres out of the original 85.115 acre tract conveyed to Hidden Creek Estates, LLC, now known as Hidden Creek South, LLC as recorded in Official Record 648, Page 1294 Recorder’s Office, Delaware County, Ohio.

**The Courtyards at Big Walnut Section 1:**

Situated in the State of Ohio, County of Delaware, Township of Genoa, in Farm Lots 7 (26.673 Ac.) and 8 (4.019 Ac.), Quarter Township 2, Township 3, Range 17, United States Military Lands, containing 30.692

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026**

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acres of land, more or less, said 30.692 acres being a part of that tract of land conveyed to Arroyo Cap V-2, LLC by deed of record in Official Record 2159 , Page 2600, Recorder's Office, Delaware County, Ohio.

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

32

**RESOLUTION NO. 26-108**

**IN THE MATTER OF APPROVING THE OWNER'S AGREEMENT FOR THE COURTYARDS AT BIG WALNUT SECTION 1:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for The Courtyards at Big Walnut Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for The Courtyards at Big Walnut Section 1 as follows:

**OWNER'S AGREEMENT  
PROJECT NUMBER: 25037**

**THIS AGREEMENT**, executed on this 12<sup>th</sup> day of February 2026, between EPCON Big Walnut, LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Courtyards at Big Walnut Sec 1 further identified as Project Number 25037 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER hereby elects to use Option 1 for this project.**

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any negligence or intentional misconduct of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or intentional misconduct of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Fifty Thousand Dollars and No Cents (\$50,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,284,300.00
CONSTRUCTION BOND AMOUNT	\$1,284,300.00
MAINTENANCE BOND AMOUNT	\$128,500.00
INSPECTION FEE DEPOSIT	\$50,000.00

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

33  
ADMINISTRATOR REPORTS

**Attorney Hochstettler** – Nothing to report.

34  
COMMISSIONERS’ COMMITTEES REPORTS

**Commissioner Lewis** – wanted to thank County staff for efforts during the inclement weather.

**Commissioner Merrell** – toured a historical home and attended the Auditor appreciation event on Tuesday. He will be “swearing-in” the new Developmental Disabilities Board Member Kimberly Manns tonight. He will also be attending a CCAO meeting on 02/13/26.

35  
RESOLUTION NO. 26-109

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

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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2026

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

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

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

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 Employment and Compensation of a Public Employee or a Public Official, for Pending or Imminent Litigation and for Collective Bargaining.

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

36  
RESOLUTION NO. 26-110

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners