

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 23, 2026**

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

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

**1
RESOLUTION NO. 26-196**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 19, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 19, 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 Aye Mrs. Lewis Aye Mr. Merrell Aye

**2
PUBLIC COMMENT**

Roger Plummer, Delaware County Resident – expressing concerns about Route 23 connect.

**3
RESOLUTION NO. 26-197**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0320 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0320:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0320, memo transfers in batch numbers MTAPR0320, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2602467	MISSION CIT LLC	EMS PROMOTION EXAM 10 2026	10011303 - 5301	\$ 16,000.00
R2602540	GENERATOR SYSTEMS LLC	GENERATOR SERVICE CONTRACT	10011105 - 5325	\$ 24,000.00
R2602563	DELAWARE AUTO SALES LLC	2023 EXPLORER - DEER HIT 3 1 26	60111901 - 5370	\$ 5,104.69
R2602564	H M COMPANY INC	4 SETS WASHER DRYER EMS 11	10011303 - 5260	\$ 11,123.60
R2602587	PREVENTATIVE MAINTENANCE SERVICES OF OHIO	FIRE SYSTEM COMPRESSOR	10011105 - 5228	\$ 4,006.16
R2602587	PREVENTATIVE MAINTENANCE SERVICES OF OHIO	FIRE SYSTEM REPLACEMENT OF COMPRESSOR	10011105 - 5328	\$ 1,250.00
R2602590	PELTON ENVIRONMENTAL PRODUCTS	GEARBOX FOR ACWRF MIXER	66211900 - 5450	\$ 10,678.00
R2602594	PELTON ENVIRONMENTAL PRODUCTS	GEARBOX FOR SLUDGE FEED PUMP	66211900 - 5228	\$ 5,164.35

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

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**4
RESOLUTION NO. 26-198**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Communications Department is requesting that Lauren Yankanin and Jeanette Adair attend a Public Safety Communications Officials Conference in San Antonio, Texas August 1-6, 2026; at the cost of \$7,960.00 (fund number 21711326 and 21411306).

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

**5
RESOLUTION NO. 26-199**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH EDGE AI FOR AI CODING AND DATA TRANSMISSION SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Edge AI for AI coding and data transmission services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Edge AI:

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 23rd day of March, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Edge AI, 136 East 8th Avenue, Homestead, Pennsylvania 15120 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide the labor, equipment, and materials necessary for AI coding and data transmission (the “Services”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be rendered by the Contractor in accordance with *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with *Exhibit A*.
- 4.2 Total compensation under this Agreement shall not exceed Seventy-Nine Thousand Dollars and Zero Cents (\$79,000.00) without subsequent modification in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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- 5.1 Any formal "Notices" issued under this Agreement shall be served in writing by certified U.S. 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.

County: Delaware County Regional Sewer District

Name: Zack Spangler
Address: 1610 State Route 521, Delaware, OH 43015
Telephone: 740-833-2240
Email: zspangler@co.delaware.oh.us

Contractor: EDGE AI

Name of Principal: Brandon Ingram
Address of Firm: 136 East Eighth Avenue
City, State, Zip: Homestead, PA 15120
Telephone: 412-607-1740
Email: Bingham@edgeaisolutions.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with Article 4 of this Agreement and *Exhibit A*.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services in accordance with the Fee Proposal.
- 7.2 Contractor shall not proceed with any Services 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 Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 8.3 This Agreement shall expire One (1) year from the date of contract execution.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only be effective upon approval in a writing signed by both Parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor 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 CONTRACTOR STAFF; ASSIGNMENT

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

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12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current 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 Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 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.

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- 14.7 Findings for Recovery: Contractor 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 Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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

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

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

**6
RESOLUTION NO. 26-200**

IN THE MATTER OF APPROVING AN AGREEMENT FOR ENTERPRISE SERVICE AND A SERVICE ORDER WITH CHARTER COMMUNICATIONS OPERATING LLC (SPECTRUM) FOR INTERNET SERVICE TO THE TARTAN FIELDS TREATMENT PLANT AT 10811 MANLEY RD:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement for enterprise service and a service order with Charter Communications Operating LLC (Spectrum) for internet service to the Tartan Fields treatment plant at 10811 Manley Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the enterprise agreement and exhibits, and service order with Charter Communications Operating LLC (Spectrum) for enterprise internet services, a copy of which is on file with the Clerk and shall be retained in accordance with the applicable records retention schedule.

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

**7
RESOLUTION NO. 26-201**

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES, AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

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

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Memorandum of Understanding

This memorandum of understanding is entered into by and between AFSCME (Union) and the Delaware County Department of Environmental Services (County) to address certain wage issues that have arisen since the parties entered into the current collective bargaining agreement. This memorandum is intended to amend the 2026-2028 collective bargaining agreement between the parties and is incorporated into that agreement.

1. The parties agree to adopt the attached revised wage chart to include the position of Collections System Laborer in Training. See Attachment A. If an employee passes the required tests for the applicable State licensing but does not yet have sufficient time to obtain the full license, they will move from Collections System Laborer at Level 1 to Collections System Laborer in Training at Level 2 effective the pay period following the date the test results are provided. Once the employee obtains the full license after meeting the required time, they will move from Collections System Laborer in Training at Level 2 to Collections Technician (Class I) at Level 3 effective the pay period after the employee provides the license to the Employer.
2. The parties agree that the six employees set forth in Attachment B to this memorandum shall have their pay adjusted as set forth in this chart. These employees' increases shall be retroactive as noted in Attachment B.
3. For purposes of the collective bargaining agreement, the parties agree that an employee who attains a license resulting in an increase in pay/Level shall receive that increase effective the first pay period following the date the test results or license are provided to the Employer.

Attachment A

Regional Sewer District (2026)				
Level	Min	Max	Increment	Positions
1	\$ 23.50	\$ 34.08	Hourly	Relief Operator (no license), Collections System Laborer (no license)
	\$ 1,880.00	\$ 2,726.40	Bi-	
	\$ 48,880.00	\$ 70,886.40	Annually	
2	\$ 24.91	\$ 36.12	Hourly	Collections System Laborer (OIT), Relief Operator (OIT), Truck Driver
	\$ 1,992.80	\$ 2,889.60	Bi-	
	\$ 51,812.80	\$ 75,129.60	Annually	
3	\$ 26.40	\$ 38.28	Hourly	Collections Technician (Class I), Inspector I, Maintenance Technician I, RWFO (Class I)
	\$ 2,112.00	\$ 3,062.40	Bi-	
	\$ 54,912.00	\$ 79,622.40	Annually	
4	\$ 27.98	\$ 40.57	Hourly	RWFO (Class II), Maintenance Technician II, Inspector II, Collections Technician (Class II), Collections Crew Chief I, Chemist I
	\$ 2,238.40	\$ 3,245.60	Bi-	
	\$ 58,198.40	\$ 84,385.60	Annually	
5	\$ 29.66	\$ 43.01	Hourly	RWFO (Class III), Maintenance Technician III, Electronic Maintenance Technician I, Collections Crew Chief II, Chemist II
	\$ 2,372.80	\$ 3,440.80	Bi-	
	\$ 61,692.80	\$ 89,460.80	Annually	
6	\$ 31.44	\$ 45.59	Hourly	Lead Inspector, Electronic Maintenance Technician II, Lead Operator, Lead Maintenance, Lead Collections
	\$ 2,515.20	\$ 3,647.20	Bi-	
	\$ 65,395.20	\$ 94,827.20	Annually	
7	\$ 33.33	\$ 48.33	Hourly	Lead Electronic Maintenance Technician
	\$ 2,666.40	\$ 3,866.40	Bi-	
	\$ 69,326.40	\$100,526.40	Annually	

Attachment B
MOU Wage Adjustment

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

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8

RESOLUTION NO. 26-202**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR ADDISON FARMS ROAD IMPROVEMENT PLAN FOR HILLS-MILLER ROAD:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Addison Farms Road Improvement Plan for Hills-Miller Road;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Addison Farms Road Improvement Plan for Hills-Miller Road:

Addison Farms Road Improvement Plan for Hills-Miller Road:

OWNER'S AGREEMENT
PROJECT NUMBER: 26015

THIS AGREEMENT made and entered into this 23rd day of March 2026 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and Addison Properties hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled Road Improvement Plan for Hills-Miller Road which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$617,800.00 payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit inspection fees in the amount of \$49,424.00 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 project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than June 30, 2027, and** will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) 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 construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
- 8) 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 stop work forthwith and use the surety for the completion of the improvements.
- 9) 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**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Engineer**.
- 11) 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 make the said improvements stipulated herein.

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

9

RESOLUTION NO. 26-203

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR LEWIS CENTER STORAGE:

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

WHEREAS, on March 23, 2026, a Drainage Maintenance Petition for Lewis Center Storage (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 Lewis Center Storage, 8.797 acres in Orange 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 \$16,598.81.

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

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

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

10

RESOLUTION NO. 26-204

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY COMPANY FOR DEL-COUNTY 2026 ROAD IMPROVEMENT PROGRAM:

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

Del-County Road Improvement Program- Bid Opening March 10, 2026:

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Shelly Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Shelly Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Shelly Company for the project known as DEL-COUNTY 2026 Road Improvement Program, as follows:

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CONTRACT

THIS AGREEMENT is made this 23rd day of March 2026 by and between Shelly Company, 80 Park Drive, Thornville, Ohio 43076, 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-COUNTY 2026 Road Improvement Program”, 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 Three Million Nine Hundred Thirty-Three Thousand Nine Hundred Sixty-Six Dollars and Two Cents (\$3,933,966.02) 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 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. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 26-205

IN THE MATTER OF AWARDING BIDS FOR ADDITIONAL ENGINEERING MATERIALS FOR 2026:

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

Pavement Markings- Bid Opening January 13, 2026

As the result of the bids opened January 13, 2026, for pavement markings for 2026, the Engineer recommends that non-exclusive bid awards be made to Griffin Stripping Pavement.

Asphalt Materials- Bid Opening March 3, 2026

As the result of the bids opened March 3, 2026, for asphalt materials for 2026, the Engineer recommends that non-exclusive bid awards be made to Shelly & Sands, Inc., Asphalt Materials, Inc., Mid-Ohio Paving Inc., Scioto Materials, and The Shelly Company.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and approves the following:

Section 1. A non-exclusive bid award is made to Griffin Stripping Pavement for pavement markings.

Section 2. A non-exclusive bid award is made to Shelly & Sands, Inc., Asphalt Materials, Inc., Mid-Ohio Paving Inc., Scioto Materials, and The Shelly Company for asphalt materials.

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

12

RESOLUTION NO. 26-206

IN THE MATTER OF APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GANNETT FLEMING ENGINEERS AND ARCHITECTS, P.C., FOR DEL-TR 114-01.93, ORANGE ROAD RAILROAD GRADE SEPARATION STRUCTURE:

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

WHEREAS, pursuant to Resolution 20-190, adopted on February 24, 2020, this board declared the necessity for Orange Road Railroad Grade Separation Structure, and entered into an agreement with Gannett Fleming Engineers and Architects, P. C., for required engineering services associated with the project (the "Agreement"); and

WHEREAS, Gannett Fleming Engineers and Architects, P.C. has completed preliminary engineering for the proposed railroad grade separation under the direction of the County Engineer pursuant to the Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment No. 3 to the Agreement:

**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT
DEL-TR 114-01.93 (Orange Road RRGs)
PID NO. 1804 / 115566**

This Amendment No. 3 to the Prime Agreement dated February 24, 2020, is made and entered into this 23rd day of March, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Gannett Fleming Engineers and Architects, P.C., 2500 Corporate Exchange Drive, Suite 230, Columbus, OH 43231 ("Consultant") (hereinafter collectively referred to as the "Parties").

ARTICLE 1 – AMENDMENT

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

- A. Section 4.2 of the Prime Agreement shall be modified to increase the maximum total compensation to Three Million, Two Hundred Nine Thousand Seventy-Eight dollars and Zero cents (\$3,209,078.00). Contact (\$602,068) plus Mod #1 (\$875,527.00) Plus Mod #2 (\$1,540,866.00) plus Mod #3 (\$190,617.00).

ARTICLE 2 – REMAINING PROVISIONS

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

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

**13
RESOLUTION NO. 26-207**

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

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

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

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

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PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0041	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0042	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0043	AEP	6829 BIG WALNUT RD	POLE INSTALL
UT2026-0044	SPD PERMITTING	GRENNAN WOODS	REPLACE BURIED CABLE
UT2026-0045	SPD PERMITTING	BUNTY STATION RD	REPLACE BURIED CABLE
UT2026-0046	AEP	8587 GOSLING WAY	CONDUIT PLACEMENT
UT2026-0047	CINCINNATI BELL	LIBERTY RD	FIBER OPTIC CABLE
UT2026-0048	CINCINNATI BELL	LIBERTY GRAND BLVD	FIBER OPTIC CABLE
UT2026-0049	AEP	7601-7093 BALE KENYON	REPLACING POLES
UT2026-0050	CINCINNATI BELL	GOODING BLVD	FIBER OPTIC CABLE
UT2026-0051	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0052	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0053	AEP OHIO/WSP	S OLD STATE RD	POLE RELOCATION
UT2026-0054	CINCINNATI BELL	VISTA WALK LN	FIBER OPTIC CABLE
UT2026-0055	CINCINNATI BELL	EAGLES LANDING DRIVE	FIBER OPTIC CABLE
UT2026-0056	FRONTIER	VARIES	FIBER OPTIC CABLE
UT2026-0057	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0058	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0059	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0060	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0061	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0062	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0063	PEARCE SERVICES/FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE

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

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ADMINISTRATOR REPORTS

CA Huston – attended the MORPC State of the Region. Recognizing Commissioner Benton on receiving a prestigious award.

Attorney Hochstettler – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis – attended the Chamber of Commerce State of the County event. She acknowledged Director Holly for 18 years of service.

Commissioner Merrell – attended the Chamber of Commerce State of the County event. He will be attending a Rotary meeting later today and a CCAO Board meeting on Friday. He addressed a complaint with a resident about trash following the wind storm last Friday. Commissioner Merrell said that he contacted Rumpke and the complaint had been resolved.

Commissioner Benton – He attended the Chamber of Commerce State of the County event. He also attended and presented at the City of Powell Chamber event. He will be attending the Health District Annual meeting.

16
RESOLUTION NO. 26-208

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, FOR PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

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

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

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

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70,

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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 Appointment, Employment and Compensation of a Public Employee or a Public Official, to consider the Purchase of Property for Public Purposes, for Pending or Imminent Litigation and for Collective Bargaining.

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

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RESOLUTION NO. 26-209

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners