COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 27, 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. 26-288

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 23, 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 April 23, 2026; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 26-289

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0424*:*

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0424 as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2602986	I3-IMAGESOFT LLC	RECORDS MANAGEMENT SOFTWARE AND ASSISTANCE	10011103 - 5320	$ 13,637.08
R2603009	KE WA PA SALES INC	JANITORIAL SUPPLIES	10011105 - 5201	$ 40,000.00
R2603028	DELAWARE COUNTY FINANCE AUTHORITY	PURCHASE PARCELS 51830001066000; 51830001066002	10011102 - 5401	$ 2,673,483.00
R2603045	INTRADO LIFE & SAFETY SOLUTIONS CORP	TEXT TO 911 FEB 12 2026 TO FEB 11 2027	21711326 - 5330	$ 17,675.22
R2603050	SPEER MECHANICAL INC	MAINT. AGREEMENT CHILLERS BOILERS 91-117-BYXBE	10011105 - 5325	$ 26,380.00

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

4
RESOLUTION NO. 26-290

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Sanitary Engineering Department is requesting that Tiffany Maag, Erik McPeek and Jason Watts attend the One Water Technical Conference and Expo in Cincinnati, Ohio, from August 16-20, 2026; at the cost of $4,805.00.

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

5
RESOLUTION NO. 26-291

IN THE MATTER OF APPROVING THE 2026 / 2027 PROGRAM COSTS WITH THE COUNTY RISK SHARING AUTHORITY (CORSA):

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

WHEREAS, the Deputy County Administrator recommends approval of the 2026/2027 program costs with the County Risk Sharing Authority (CORSA);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the County Risk Sharing Authority (CORSA) 2026/2027 program costs;

FURTHER, BE IT RESOLVED that the Board approves the Purchase Order and Voucher to CORSA in the amount of $600,429.00 from Organizational Key 60111901-5370.

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

6
RESOLUTION NO. 26-292

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

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

Transfer of Funds

From	**To**	
22311611-5801	22411601-4601	$62,416.70
Workforce Investment Act/Transfers	JFS Income Maintenance/Interfund Revenue	
22511607-5801	22411604-4601	$639,221.18
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues	
22511616-5801	22411604-4601	$24,199.64
Fellowship Project Subgrant/Transfers	JFS Child Protection/Interfund Revenues	
77361610-5801	70161603-4601	$2,360.35
Family Centered Svs & Support/Transfers	FCFC General/Interfund Revenue	
77361611-5801	70161603-4601	$2,549.52
Multi-System Youth/Transfers	FCFC General/Interfund Revenue	
77361612-5801	70161603-4601	$11,684.32
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue	

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

7
RESOLUTION NO. 26-293

IN THE MATTER OF APPROVING THE SUB-GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE GREATER OHIO WORKFORCE BOARD, INC. FOR PROGRAM YEAR 2026 AND 2027 WORKFORCE DEVELOPMENT SERVICES:

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 Sub-Grant Agreement between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Greater Ohio Workforce Board, Inc. for Program Year 2026 and 2027 Workforce Development Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Sub-Grant Agreement between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Greater Ohio Workforce Board, Inc. for Program Year 2026 and 2027 Workforce Development Services:

PROGRAM YEAR 2026 AND 2027 SUB-GRANT AGREEMENT
Greater Ohio Workforce Board, Inc.
and
Delaware County
THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI# S23XDUCXT3L9	Fill in for each subgrantee
FEDERAL AWARD DATE	JULY 1, 2026, through Agreement duration
TOTAL FEDERAL AWARD	Based on award notices in CFIS and/or award letters issued by ODJFS
TOTAL AWARD TO THE SUB-RECIPIENT	Based on award notices in CFIS and/or award letters issued by ODJFS
FEDERAL AWARDING AGENCY	US DOL & US DHS
CFDA #	Wagner-Peyser/Employment Services 17.207, WIOA Adult 17.258, WIOA Youth 17.259, NDWG 17.277, WIOA DW 17.278, TANF 93.558, RESEA 17.225, Rapid Response 17.278, State Special Projects Funding 17.258; LVER Vets Incentive Award 17.801

PASS THROUGH ENTITY	ODJFS
CONTRACTING OFFICER	Lori Geary
CONTACT INFORMATION	P.O. Box 570 Springfield, Ohio 45505-0570 937-505-7839

PROGRAM YEAR 2026/2027 SUB-GRANT AGREEMENT

This agreement, entered into by and between the Greater Ohio Workforce Board (GOWBI) (herein referred to as the "Board") and the GOWBI Chief Elected Officials Consortium ("Consortium") and the Chief Elected Officials of Sub-grantee **Delaware ("Sub-Grantee")**, hereby establishes a Grantee/Sub-Grantee relationship between the Board and Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with other partners providing such services throughout GOWBI.

All entities receiving United States Department of Labor (USDOL) Employment and Training Workforce Innovation and Opportunity Act (WIOA) funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures, whether discovered through monitoring or auditing activities or self-reported, will be resolved through procedures developed by the Greater Ohio Workforce Board, Inc. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the fiscal agent for all GOWBI. GOWBI's sub-grantees will submit requests for funds to Montgomery County ("Fiscal Agent") via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, GOWBI's sub-grantees will submit the requests for funds in the CFIS Web WIOA state system. Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by sub-grantee according to the CFIS Web WIOA draw requests. The Sub-Grantee shall deposit its funds received from GOWBI into a separate WIOA account/fund within the county.

The Fiscal Agent will track Sub-Grantee's expenditures against a ceiling set by the Greater Ohio Workforce Board, Inc., and the Consortium. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200.305. At the point at which Sub-Grantee reaches its ceiling for the year, Fiscal Agent will cease to disburse funds to Sub-Grantee. Conversely, if the Sub-Grantee is significantly underspent, Fiscal Agent will contact Sub-Grantee to identify the reason for the under-spending. Fiscal Agent will seek to assist Sub-Grantee with making full and efficient use of their funds. As a result, the Greater Ohio Workforce Board, Inc. will remain informed of spending patterns and make any necessary policy recommendations, including reallocation to other subgrantees within GOWBI per GOWBI policy.

The Greater Ohio Workforce Board, Inc. may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to Workforce Innovation and Opportunity Act (WIOA), Comprehensive Case Management Employment Program (CCMEP), Rapid Response (RR), Temporary Assistance for Needy Families (TANF), Reemployment Services and Eligibility Assessment (RESEA), National Dislocated Worker Grants (NDWG), Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other WIOA Statewide Special Project funds. Any such funds, less applicable GOWBI administrative costs, shall be transmitted to Sub-Grantee through the GOWBI Fiscal Agent only after the Board (via the GOWBI Fiscal Agent) has sent an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system.

Title 2 Part 200.332 of the Code of Federal Regulations (CFR) outlines responsibilities for pass-through entities, which includes providing federal award and subaward funding details to subrecipients. Funding information for all sub-awarded funds is not available at the time of this agreement's execution. Therefore, GOWBI has opted to exclude funding details other than award titles and Catalog of Federal Domestic Assistance/Assistance Listing Numbers (CFDA/AL) from the subgrant agreements as it would be an administrative burden for both GOWBI and sub-areas to amend the subgrant agreement each time GOWBI allocates funds throughout the State Fiscal Biennium. Therefore, GOWBI will distribute allocation memoranda to the subarea for each allocation. This memorandum will provide the federal award and ODJFS subaward information for the State Fiscal Year allocations.

All budget notices will continue to be generated by the County Finance Information System (CFIS), which will be

supplemental to these allocation memoranda and include the beginning, end, and subaward dates for all allocations.

These sub-grants are awarded federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

I. DUTIES OF THE GREATER OHIO WORKFORCE BOARD, INC.

Under this agreement, the Greater Ohio Workforce Board, Inc. shall be the awarding entity. The Board shall notify Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

GOWBI shall be responsible for:

1. **Planning**

   Prepare a strategic direction for GOWBI that is compliant with the Workforce Innovation and Opportunity Act and ODJFS requirements to do the following:

   A. Assess the general workforce needs of the area
   B. Negotiate performance standards for the area with the state
   C. Set goals and parameters for meeting performance standards and continuous improvement
   D. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects
   E. Encourage and participate in regional planning efforts
   F. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within GOWBI; and
   G. Such other requirements and elements as contained in WIOA or other applicable federal and state legislation, polices, and guidelines.

2. **Policy Development**

   Develop and maintain policies and processes for the following:

   A. Administration of WIOA Programs in GOWBI
      a. Public records requests
      b. Waivers to GOWBI policy and sub-grantee policy and process guidelines
      c. Record retention for a minimum of three (3 years following the closure of the grant or if there is outstanding litigation associated with the grants until the litigation is resolved.
      d. Conflict of interest
      e. Sensitive information and technological security
      f. Oversight and monitoring.
      g. Complaint and hearing procedures
      h. One-stop Memorandum of Understanding (MOU)
   B. Financial Administration of WIOA Programs
      a. Annual expenditure rate requirements
      b. Transfers of funds (voluntary releases, reallocations, and “friendly transfers” between GOWBI’s member counties)
      c. Procurement, requests for proposals (RFP), and contracting guidelines
      d. Audits and other financial monitoring
      e. Rapid Response and/or funding special or non-formulary projects
   C. Programs, Services, and Activities for WIOA Adults and Dislocated Workers
      a. Definitions relevant to WIOA Adult and Dislocated Worker eligibility, including any self-sufficiency income test.
      b. Career services, including supportive services.
      c. Training services, including Individual Training Accounts (ITA) and On-the-Job Training (OJT)
      d. Follow-up and post placement services
      e. Limited funds for WIOA Adult funding, and the priority of service when a declaration of limited funds has been made by the area.
      f. Veterans’ priority of service
      g. Eligible training providers
   D. Programs, Services, and Activities for WIOA Youth
      a. Definitions relevant to Youth for eligibility purposes

b. Youth work experience, including the requirements in WIOA for at least 20 percent of WIOA Youth funds to be spent on work experiences.
c. Background checks
d. Youth provider procurement and approval processes

E. Employer Services and Business Relations Services
a. Incumbent Worker Training (IWT)
b. Processing job orders and the use of OhioMeansJobs.com as a business tool
c. Drug testing.

3. Governance and Compliance

A. General Board Oversight
a. Allocation and reallocation of funds (see also Section 4: Financial)
b. Complaint procedures and programmatic hearings
c. Oversight, management, and compilation of the local area (GOWBI) MOU and dealing with MOU impasse situations.
d. OhioMeansJobs center system structure
e. Selection, designation, and certification of GOWBI member counties' comprehensive and affiliate OhioMeansJobs centers
f. Selection of one-stop operator(s)
g. Development and submission of local and regional plans
h. Research and analysis of local and regional labor markets.
i. Lead efforts to engage employers, establish career pathways, and promote promising practices and initiatives to meet workforce needs.
j. Approve youth service providers and vendors.
k. Negotiation of local performance measures
l. Other relevant topics are as required of the board under WIOA.

B. Sub-Grant Agreements
a. Develop format.
b. Facilitate distribution and signing.
c. Modify as necessary, at least every two (2) years.
d. Maintain and ensure compliance with the parties within the agreement.

C. Board Compliance
a. Establish by-laws in conjunction with the Consortium.
b. Establish policies necessary for board administration and WIOA program operation.
c. Coordinate with the Consortium regarding the identification and nomination of members to the board to ensure membership compliance.

4. Financial

A. Approve allocation formula methodology for sub-grantees.
B. Administer process for reallocation within GOWBI.
C. Monitor fiscal functions of sub-grantees.
D. Run reports, as needed for oversight of GOWBI and sub-grantee operation.
E. Prepare budget for Board operation and administration.
F. Ensure cash management principles are followed by Fiscal Agent
G. Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIOA and ODJFS
H. Operate and carry out GOWBI functions within the budget adopted by the Greater Ohio Workforce Board, Inc. with agreement of the Consortium, and based on withholding a percentage of WIOA funds from sub-grantees, upon the agreement of the Board and the Consortium
I. Work with Fiscal Agent to assist Sub-Grantee in making efficient and effective use of funds.
J. Assist Sub-Grantee with resolution of audits or problems related to federal, state, or local funds, as described in section 5.
K. Fiscal Agent (designated by the Chief Elected Official) to perform accounting and funds management on behalf of the GOWBI Consortium. The Fiscal Agent is responsible for the following functions:
a. Receiving funds.
b. Ensuring sustained fiscal integrity and accountability for expenditures of funds, in accordance with 2 CFR 200 et. seq., WIOA, and corresponding federal regulations and state policies

c. Providing technical assistance to sub-recipients regarding fiscal issues; and
d. Other necessary duties, as required and appropriate, including but not limited to procuring contracts or written agreements, conducting financial monitoring of service providers, and ensuring an independent audit is conducted of all employment and training programs.

5. Monitoring, Audits, and Audit Resolution

The Greater Ohio Workforce Board shall be responsible for monitoring and audits, as required by WIOA:

A. Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs, and the entire OhioMeansJobs center delivery system.
B. Oversight and monitoring of discretionary workforce grants awarded to GOWBI and allocated, or sub granted to its member counties.
C. GOWBI Board staff shall be responsible for audit resolution in conjunction with the Fiscal Agent and Sub-Grantee.
D. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the Board and the Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.
E. Review monthly activity and monitoring reports.
F. Provide desk reviews and oversee any necessary corrective action.
G. Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
H. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings.
I. All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.

6. OhioMeansJobs Centers

A. Provide guidance for OhioMeansJobs centers.
B. Provide information, technical assistance, and best practices to assist in continuous improvement efforts.
C. On a regular basis, ensure that OhioMeansJobs centers are certified, maintained, and managed; as well as assess physical and programmatic accessibility in accordance with section 188 of WIOA and any applicable provisions of the Americans with Disabilities Act of 1990
D. Provide MOU format and guidelines for what must be included in local MOUs.
E. Select a one-stop operator who shall facilitate coordination activities among the one-stop partners.

7. Grant Applications

A. Review, write, and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee or after consultation with affected councils.
B. Act as grant clearinghouse for GOWBI.
C. Coordinate workforce development grant applications initiated by Sub-Grantee

8. Business Relations Functions

Provide business relation services, including:

A. Referral of business inquiries
B. Coordination for business inquiries which affect more than one Sub-Grantee
C. Network with various contacts to further best practices.

9. Program Committee

A. Develop and operate the WIOA Program Committee for GOWBI
B. Provide guidelines and coordination for WIOA program activities.
C. Approve WIOA Youth providers and establish guidance for that approval process.

II. DUTIES OF SUB-GRANTEE

Under this agreement, Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities, within the guidelines established by GOWBI and WIOA. The sub-Grantee will carry out these duties through a partnership of chief elected officials as well as partners and community resources.

Funds provided under this agreement shall be used for authorized purposes and must be expended in accordance with all applicable federal statutes, regulations, terms, and conditions of the subawards, policies, including those of WIOA, and the negotiated federal, state, and local area performance levels.

Under guidelines developed by GOWBI, Sub-Grantee shall:

1. General

A. Establish and operate a WIOA-compliant workforce development system, which provides services pursuant to WIOA to the community, as well as eligible individuals and employers.
B. Maintain a business-driven partnership in coordination with elected officials.
C. Develop, submit, and monitor workforce development plans as required by WIOA and by GOWBI.
D. Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Greater Ohio Workforce Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
E. Follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers.
F. Provide information for sharing best practices within GOWBI.
G. Provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.
H. Report expenses paid using funds passed to Sub-Grantee by GOWBI for individual participants and non-participant (n/a) costs in CFIS Web WIOA CT and LR, and report to Fiscal Agent through CFIS Web WIOA.
I. Cooperate in the GOWBI and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.
J. Provide programmatic services as a primary purpose, and provide administrative services functions and activities only if contracted with for specific administration, as defined in WIOA regulations.

2. Definitions

"Contract" means a legal instrument for the purchase of property, or services needed to carry out the project or program under a federal award. The term does not include a legal instrument for a federal award or subaward.

"Contractor" means an entity that receives a contract as defined in this rule.

"Corrective action" means action taken by the following: a complaint, monitoring finding or audit finding that:

a. Corrects identified deficiencies
b. Produces recommended improvements; or
c. Demonstrates that monitoring or audit findings are either invalid or do not warrant additional corrective action.

"Federal award" means the federal financial assistance that GOWBI receives directly from the federal awarding agency or ODJFS. All federal awards issued are assigned a single number in the catalog of federal domestic assistance (CFDA).

"Federal award date" means the date when the federal award is signed by the authorized official of the federal awarding agency.

"Internal control" means a process designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

a. Effectiveness and efficiency of operations
b. Reliability of financial reporting for internal and external use; and
c. Evaluating and monitoring compliance with applicable laws and regulations.

All GOWBI subrecipients are responsible for establishing a system of internal controls that includes a separation of duties as it applies to the management of grant funds.

"Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. ODJFS is the pass-through entity for GOWBI.

"Single audit" means an audit that includes both the entity's financial statements and the federal awards as described in 2 C.F.R. part 200 for entities which expend one million dollars or more during the entity's fiscal year in federal awards or subawards.

"Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to

carry out part of a federal award. It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program. A subaward may be provided through any form of a legal agreement, including an agreement that the pass-through entity considers a contract.

"Subgrant agreement" is the grant agreement or legal instrument by which GOWBI issues a subaward to a subrecipient.

"Subrecipient" means a non-federal entity that receives a federal award from a pass-through entity to carry out any part of a federal program but does not include an individual who is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

3. **Audits and Monitoring**
   - A. Perform self-monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
   - B. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS.
   - C. Cooperate with GOWBI staff to provide information and documentation necessary to resolve audit findings.
   - D. Provide information and cooperate with GOWBI monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
   - E. Provide a corrective action plan within 60 days of the identification of any deficiencies and take such corrective action as necessary to cure the deficiencies related to the programs or funds awarded.
   - F. Access to records must be granted by Sub-Grantee to ODJFS, GOWBI, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
   - G. Records shall be retained as specified in 2 CFR 200.333, GOWBI policy, and as contained in the sub-grant agreement between the state and GOWBI. When any retention requirements conflict with another of these requirements, the strictest of the rules shall be followed.
   - H. Adhere to all applicable property management and equipment standards as set forth in 2 CFR 200.311 and 2 CFR 200.313.

4. **Administration of the OhioMeansJobs Center**
   - A. Oversee the functional management of the OhioMeansJobs center under Greater Ohio Workforce Board, Inc. guidelines and submit any changes in OhioMeansJobs center management to the Greater Ohio Workforce Board, Inc. for approval.
   - B. Negotiate MOUs with local partners and submit to GOWBI for approval.

5. **Service Providers**
   - A. Utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
   - B. Identify and select providers for youth activities and submit to GOWBI for approval prior to contract. Follow law and state policy requirements for the competitive bidding of youth program elements.

6. **Fiscal**
   - A. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and, in the alternative, participate in reallocation process of WIOA funds within GOWBI.
   - B. Apply indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
   - C. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
   - D. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
   - E. Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and GOWBI requirements.
   - F. Provide or assist GOWBI in providing financial and program reports.
   - G. Comply with cost allocation requirements.
   - H. Comply with matching requirements applicable to program activities.
   - I. Agree to the withholding of funds from Sub-Grantee's WIOA allocation for operation of GOWBI, per agreement between the Greater Ohio Workforce Board and the GOWBI Chief Elected Officials Consortium.
   - J. Comply with closeout requirements.
   - K. Comply with all GOWBI fiscal policies and procedures.

7. **Performance**
The sub-Grantee shall meet or exceed the established WIOA federal performance measures. GOWBI will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee may be required to submit a corrective action plan to GOWBI and work with Board staff to resolve any performance issues.

III. GENERAL TERMS

1. **Liability**
The Greater Ohio Workforce Board, Inc. and its Chief Elected Officials Consortium shall have liability for proper use of the GOWBI administrative funds used for its direct operations.

Liability follows the WIOA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal sub-grantee. Per the GOWBI Intergovernmental Agreement amended by the Consortium for Program Year 2016, audit exceptions and sanctions imposed on the area but not passed to causal counties will be distributed to all sub-grantees proportionally and based upon each sub-grantee's percentage share of the total population in GOWBI, using the latest available United States Census data.

The Greater Ohio Workforce Board, Inc. shall purchase such insurance as is available to limit and cover the liability of the Board and Consortium of elected officials and of its subgrantees.
Subgrantees shall also purchase such insurance as is available to limit and cover any liability exposure they may have as a result of the award of the sub-grants.

2. **Disputes**
Any dispute which cannot be resolved between the Greater Ohio Workforce Board, Inc. and Sub-Grantee shall be submitted to the GOWBI Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.

3. **Termination**
   A. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party.

   B. This Agreement may be terminated for cause in the event of a breach of any of the terms or conditions under this sub-grant agreement or a violation of the rules and regulations applicable to the sub-grants. In such instance notice of the violation shall be provided in writing to the sub-grant recipient. The sub-grant recipient shall have thirty days to provide a corrective action plan acceptable to the Greater Ohio Workforce Board, Inc., and Consortium of Elected Officials. If a plan is not provided within the thirty (30) day period termination shall be effective on the thirtieth (30^{th}) day and GOWBI shall not be obligated for further payments.

4. **Certifications and Assurances**
The Greater Ohio Workforce Board, Inc. and all Sub-Grantees shall comply with applicable state and federal laws, including but not limited to:
   A. Drug Free Workplace
   B. Federal Debarment and Suspension
   C. Lobbying Activities Restrictions
   D. Environmental Tobacco Smoke
   E. Executive Order 11246, Equal Employment Opportunity, Nondiscrimination and EEO
   F. Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387
   G. WIOA and Ohio Ethics and Conflict of Interest provisions
   H. Disaster Recovery Plans.
   I. Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).
   J. Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)
   K. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708 and 29 C.F.R. part 5)
   L. Rights to Inventions (37 C.F.R. 401)

This agreement becomes effective upon July 1, 2026, and shall be in effect for two (2) years, through June 30, 2028, unless otherwise amended prior to the expiration date

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

8
RESOLUTION NO. 26-294

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDER THE VILLAGE NETWORK:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

WHEREAS, the Director of Job & Family Services recommends approval of the third amendment to the child placement services contract with the Village Network;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendment for Child Care Placement:

THIRD AMENDMENT TO THE AGREEMENT FOR
TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
THE VILLAGE NETWORK

This Third Amendment is entered into this 27th day of April, 2026 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS), and The Village Network (hereinafter, "PROVIDER") whose address is 2000 Noble Dr., Wooster, Ohio 44691 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract for placement services for children on July 1, 2025.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
   A. The per diem rate for Youth A.SB. for the service period 03/10/2026 – 06/30/2026 shall be the following:
      a. Therapeutic Stabilization Center State MSY rate of $425.00 per day.

2. Signatures
   Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal's behalf.

3. Conflicts
   In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, the terms of the Third Amendment shall prevail.

4. Terms of Agreement Unchanged
   All terms and conditions of the Contract, the First Amendment, the Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

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

9
RESOLUTION NO. 26-295

IN THE MATTER OF APPROVING GMP AMENDMENT NO. 1 TO THE AGREEMENT WITH PETERSON CONSTRUCTION COMPANY FOR CMAR SERVICES FOR THE EAST ALUM CREEK PUMP STATION UPGRADES PROJECT:

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

WHEREAS, on November 24, 2025, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 25-1001, approving an agreement with Peterson Construction Company for CMAR services for the East Alum Creek Pump Station Upgrades project (the "Agreement"); and

WHEREAS, the Sanitary Engineer recommends approval of GMP Amendment No. 1 to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following GMP Amendment No. 1 to the Agreement with Peterson Construction Company:

GMP Amendment No. 1
Agreement Exhibit D

The Delaware County Board of Commissioners and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as of November 24, 2025 in connection with the Project known as:

Project Number:		**SAN2025-0029**
Project Name:		**East Alum Creek Pump Station Upgrades**
Owner ("County"):		**Delaware County** 91 North Sandusky Street Delaware, Ohio 43015
Contracting Authority:		Board of Commissioners
Construction Manager ("CM"):		**Peterson Construction Company** 18817 S.R. 501 North Wapakoneta, Ohio 45895

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS

1.1 The Contract Sum is **$4,532,466.00** which is the sum of the estimated Cost of the Work, plus the CM's Contingency, plus the CM's Fee as follows:

1.1.1 The estimated Cost of the Work is **$4,239,396.00**, which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 General Conditions Costs in the amount of **$331,800.00**, which shall not exceed $**331,800.00**;

1.1.1.2 all Work the CM proposes to provide through Subcontractors in the amount of **$437,975.00**;

1.1.1.3 all Self-Performed Work the CM proposes to provide directly or through a CM Affiliated Entity in the amount of **$3,269,621.00**, which amount does not include any costs accounted for under the CM's Construction Stage Personnel Costs or General Conditions Costs;

1.1.1.4 Owner Contingency in the amount of $**200,000.00**.

1.1.2 The CM's Contingency in the amount of **$58,614.00**, which shall not exceed 1.5 percent of the above-identified Cost of the Work.

1.1.3 The CM's Fee in the amount of **$234,456.00**, which shall not exceed 6 percent of the sum of the above-identified Cost of the Work plus the above-identified CM's Contingency.

1.2. Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	**Current Amount** (before execution of this GMP Amendment)	**Increase(Decrease)** (amount added to or (deducted from) Current Amount)	**Amended Amount** (after execution of this GMP Amendment)
1.1 Contract Sum	$0.00	$4,532,466.00	$4,532,466.00
1.1.1 Estimated Cost of the Work	$0.00	$4,239,396.00	$4,239,396.00
1.1.1.1 General Conditions Costs	$0.00	$331,800.00	$331,800.00
1.1.1.2 Sub-contracted Work	$0.00	$437,975.00	$437,975.00
1.1.1.3 Self-performed Work	$0.00	$3,269,621.00	$3,269,621.00
1.1.1.4 Owner Contingency	$0.00	$200,000.00	$200,000.00
1.1.2 CM's Contingency	$0.00	$58,614.00	$58,614.00
1.1.3 CM's Fee	$0.00	$234,456.00	$234,456.00

1.3 The penal sum of the CM's Bonds shall equal 100 percent of the CM's Total Compensation.

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	**Contract Time**	**Projected Date** (as of the date of this GMP Amendment)
Substantial Completion of all Work	322 days	March 4, 2027
Final Completion	450 days	July 10, 2027

2.1.1 The projected dates listed under "Projected Date (as of the date of this GMP Amendment)" are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached as **GMP Exhibit A**; **Project 90% Plans and Specifications dated March 4, 2026**

(This exhibit includes a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached as **GMP Exhibit B**; **East Alum Creek Breakdown dated 4/15/2026**

(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Project Estimate attached as **GMP Exhibit B**; **East Alum Creek Breakdown dated 4/15/2026**

(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM's Fee and the CM's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached as **GMP Exhibit C**; **Preliminary Preconstruction Schedule dated April 9, 2026**

3.1.5 Construction Progress Schedule attached as **GMP Exhibit D**; **Construction Schedule dated April 9, 2026**

3.1.6 Staffing Plan attached as **GMP Exhibit E**; **Chris Pohlman - Project Manager**

(This exhibit includes the CM's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent were approved.)

(Copies of the Exhibits referenced herein are on file with the Clerk and shall be retained with the original agreement in accordance with the applicable records retention schedule(s).)

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

10
RESOLUTION NO. 26-296

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE CENTRAL ALUM CREEK WRF FACILITIES PLAN:

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

WHEREAS, the Board of Commissioners previously entered into a contract on May 24, 2018 with Black & Veatch Corporation for the Central Alum Creek WRF Facilities Plan; and

WHEREAS, Amendment No. 1 amends the scope of services and authorizes an increase to the contract cost in the amount of $1,091,281.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with Black & Veatch Corporation for the Central Alum Creek WRF Facilities Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following Amendment No. 1 to the Professional Services Contract with Black & Veatch Corporation:

AMENDMENT NO. 1
to
PROFESSIONAL SERVICES AGREEMENT
CENTRAL ALUM CREEK WRF FACILITIES PLAN

This AMENDMENT NO. 1 entered into this 27TH day of April, 2026 by and between, the Delaware County Board of Commissioners (hereinafter "County"), whose mailing address is 91 North Sandusky Street, Delaware, Ohio 43015, and BLACK & VEATCH CORPORATION (hereinafter "Consultant") whose mailing address is 4449 Easton Way Suite 150, Columbus, Ohio 43219, hereinafter collectively referred to as the "Parties": WITNESSETH:

WHEREAS, on May 24, 2018, the Parties entered into a Professional Services Agreement for the furnishing of professional services by Consultant regarding the Central Alum Creek WRF Facilities Plan (the "Project"); and,

WHEREAS, it is necessary to amend the Agreement by superseding and replacing the prior Scope of Services with the comprehensive Scope of Services set forth in this Amendment, together with the associated compensation, such that this Amendment shall constitute the full and exclusive scope of all remaining services to be performed for the Project.

WITNESSETH: In consideration of the promises contained herein, the Consultant shall furnish all personnel, equipment and materials necessary to perform the engineering services as required for this Project and agrees to the following:

DESCRIPTION	AMOUNT
ORIGINAL AGREEMENT	$690,240
AMENDMENT NO. 1	$991,281
AMENDMENT NO. 1 – OWNER'S CONTINGENCY	$100,000
TOTAL CONTRACT AMOUNT INCLUDING THIS AMENDMENT	$1,781,521

The Parties expressly acknowledge and agree that, except as specifically modified by this Amendment, all covenants, provisions, terms, and conditions of the original Agreement dated May 24, 2018 shall remain in full force and effect and shall continue to be binding upon the Parties. The sole purpose of this Amendment is to implement the changes set forth herein, and no other modifications to the original Agreement are intended or implied.

ATTACHED HERETO AND PART HEREOF:
Attachment A – Scope of Services
Attachment B – Compensation

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement.

Attachment A – Scope of Services

DESCRIPTION OF SCOPE OF SERVICES
Owner: Delaware County Regional Sewer District
Engineer: Black & Veatch Corporation
Project: Central Alum Creek WRF Facilities Plan
Location**:** Delaware, OH
This scope of services is for continued assistance in coordinating and preparing the National Pollutant Discharge Elimination System (NPDES) application and the US Army Corps of Engineers (USACE) environmental assessment for the proposed Central Alum Creek Water Reclamation Facility (WRF). Additionally, this scope will provide for the final development of the WRF Facilities Plan. The scope of services includes continued coordination on authorization for a discharge to Alum Creek Lake and conducting modeling to support the water quality impact assessment of the discharge to the Alum Creek reservoir.

The general objectives of the proposed scope for project definition and conceptual design are as follows:

- Continue coordination with USACE, Ohio EPA, and the Ohio Department of Natural Resources (ODNR) to advance the process of permitting the discharge.
- Select and develop watershed and water quality models to evaluate the impacts of the discharge on near-field and far-field water quality in Alum Creek Lake.
- WRF Facilities Plan:
    - Provide assistance to Owner in coordinating with key stakeholders regarding the project and keep them informed as the planning progresses.
    - Confirm the service area, design flows, and loading rates.
    - Establish the optimal treatment technologies, configuration and siting layout.
    - Establish the optimal conveyance configuration and required pump station improvements.

- Refine total project costs and project schedule for implementation of the improvements.
- Summarize results in a Facilities Plan document.

Detailed design and construction phase services will be included as a future Authorization under this contract.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

101. Project Administration

- Provide administration and management of the project. Prepare project management documents including project procedures manual, budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review ongoing activities. Monitor schedule and budget. Review progress with Owner on a regular basis. Discuss issues with the Owner as they are noted.

102. Facilities Plan Development Reinitiation Meeting

- Conduct one (1) meeting at the Owner's offices to reinitiate development of the CACWRF facilities plan. The meeting will serve to confirm project objectives and goals, procedures, deliverables, schedule, and coordination / communication protocols.

- Prepare and review at the meeting the preliminary process flow diagram of the proposed WRF. The process flow diagram will be limited to the major unit processes and will be based on the approach outlined in the proposal.

- Submit one (1) electronic copy of the meeting minutes to Owner summarizing kick-off meeting discussions and identifying future action items within seven (7) days following the meeting.

103. Progress Meetings

- Arrange and conduct bi-weekly progress meetings with the project team and Owner staff throughout the facilities planning phase to present information and obtain Owner's input as needed to meet the project schedule. A total of twelve (12) progress meetings have been assumed for this scope of services.

- Meet with the Owner's engineering, operations and maintenance staff as needed during the progress meetings throughout the development of the work to provide guidance and supplemental information.

104. Stakeholder Coordination Meetings

- Participate in two virtual meetings and one in-person meeting at Owner's offices for ongoing coordination with USACE, Ohio EPA, ODNR or other project stakeholders. Meetings are unrelated to water quality modeling or Environmental Assessment Document Development.

- Generate preliminary technical information (unrelated to the water quality modeling and environmental assessment) that is necessary for addressing questions that arise during the stakeholder coordination meetings.

Task 2 – Design Flow and Loads

201. Design Flows

- Owner will be responsible for establishing the expected initial and future wastewater flows to be conveyed to the WRF. Owner will provide to Engineer, tributary map delineating each sub development area, and development timelines for each sub area (initial, ultimate buildout, and approximate development timing). Engineer is to use this information as the flow and phasing basis of design to be taken forward into the Facilities Plan.

202. Wastewater Characterization

- Review historical influent wastewater flow and characteristics data from the Owner's existing WRFs to establish basic wastewater characteristics for the design of the new WRF. Analyze three (3) years of monitoring data from up to two similar WRFs and compare to wastewater standards and characteristics for similar facilities. Coordinate with Owner to identify significant commercial and industrial users that could discharge to the WRF and discuss with Owner whether and how to incorporate the commercial and industrial wastewater flows and loads into the wastewater characterization.

- The wastewater characterization will be presented at a project coordination meeting. The outcome of the meeting will be a decision on the wastewater pollutant characterization to be used for the purposes of establishing the process basis of design for the facilities plan. The

outcomes of workshop discussions and decisions will be formally recorded in meeting notes and presentation slides, and submitted to Owner.

TASK 3 – [NOT USED]

TASK 4 – TREATMENT

401. Alternatives Evaluation and Selection

- Wastewater treatment unit process alternative technologies will be based on the wastewater flow and characteristics from Task 2 and the required treated effluent characteristics.

- A workshop will be held to review and evaluate technology alternatives for each major unit process of the proposed WRF (Workshop #1). Evaluations will consider types of equipment, expected performance, O&M complexity, familiarity to DCRSD operations, and relative capital and operating costs. The unit processes to be evaluated will include the following:
    - Headworks
        i. Pumping
        ii. Screening (coarse and fine)
        iii. Grit Removal
    - Biological Nutrient Removal Activated Sludge Secondary Treatment (plug flow diffused air)
    - Phosphorus Removal
    - Filtration (Tertiary Treatment)
    - Disinfection
    - Effluent Aeration
    - Sludge/Biosolids Handling
        i. Thickening
        ii. Stabilization
        iii. Dewatering
        iv. Storage
    - Odor Control
- The outcome of this workshop will be selection of each major unit process to be used as the basis of design in developing the Facilities Plan. The outcomes of workshop discussions and decisions will be formally recorded in meeting notes and presentation slides, and submitted to the Owner.

402. Configuration and Footprint Development

- Perform preliminary sizing calculations and develop a conceptual facility layout for the process basis of design selected in Task 401 as well as influent pumping, flow equalization and effluent pumping.

- Coordinate with Owner to determine the approximate area required to be allocated for a future indirect potable reuse system co-located at the WRF site.
- Coordinate with Owner to determine the approximate area required to be allocated for a future collection system maintenance and operations facility co-located at the WRF site.
- Prepare a preliminary site plan with the required storm water management, proposed landscaping, fencing, setbacks, and access to the site. Site plan will consider space requirements for future facilities and associated truck routing.
- Coordinate with Delaware County Engineer and ODOT to determine the required roadway and traffic control improvements that will be required for the project.
- Conduct one (1) meeting with developer to discuss the proposed WRF site plan as it relates to the development of the surrounding property.
- Conduct a Workshop to review the proposed configuration and site layout (Workshop #2). The outcomes of workshop discussions and decisions will be formally recorded in meeting notes and presentation slides, and submitted to Owner.

TASK 5 – CONVEYANCE

501. Collection System Alignment Alternatives

- Engineer will conduct a desktop analysis to evaluate up to two (2) alignment alternatives for the proposed forcemain(s) and sanitary sewer (if applicable) which will conform to construction methods as required by the Delaware County Regional Sewer District (DCRSD), the Ohio EPA, United States Army Corps of Engineers (USACE), and ODOT for approval.

The desktop analysis will include:

- Coordinate with Owner regarding their preference for a centrally located gravity (trunk) sewer to convey all flows to the WRF as well as evaluating a portion of future sewer extending north of SR 36/37 to future service area(s) or if conveying all flows directly to the WRF headworks via forcemain is preferred.
- Research of existing geological data, such as ODNR water well logs, to determine suitable methods of construction for sewer and forcemain.
- Evaluate the viability of trenchless crossings, where applicable, minimizing the environmental impacts and streamlining regulatory approvals.
- Utilize the design of the bridge crossing that was previously approved by ODOT as a basis for final recommendation of configuration/sizing of forcemains for the bridge crossing. The previously performed evaluation and design included the installation of dual forcemains on the SR 36/37 bridge over Alum Creek Lake. No new evaluation of a bridge crossing with pressure piping is anticipated as part of this project.
- Identify property acquisitions or easements necessary for the construction of the proposed collection system improvements.
- Identify additional jurisdictional agencies and permitting requirements.

- Evaluate up to two (2) potential alternative approaches for the conveyance alignments:
  - Forcemain under Big Run from Berlin Pump Station combining with the forcemain from East Alum Creek Pump Station. Both stations, along with any expected future connections, would then convey flows under pressure to the headworks of the WRF. As noted above, up to two (2) potential alignment alternatives will be evaluated for the forcemains.
- Gravity sewer to convey flows received from the collection system to the WRF (if applicable)
  - DCRSD to provide future service area north of 36/37 to also be served by this gravity sewer. Based on service area, preliminary depth will be determined for the gravity sewer to reach expected future service areas.
  - The expected alignment of the gravity sewer is north/south with the trunk sewer serving the WRF beginning near or just south of SR 36/37 and receiving flows from the Berlin Pump Station and East Alum Creek Pump Station forcemains.
- Prepare a technical document, in the form of a memorandum or report, to document the findings of the collection system alignment evaluation.
  - In addition to an evaluation of the alignments, the document will include a review of applicable operational data, initial and future flow scenarios, calculations, to provide a recommendation as to forcemain and/or sewer sizing for the proposed collection system work on the upstream or influent side of the WRF
  - The document will also include a summary of the Berlin Pump Station and East Alum Creek Pump Station with assumptions of the initial and future flows expected from each station and necessary planned upgrades to the station as flows increase. The Berlin Pump Station has been designed and construction, with appropriate appurtenances installed for its planned future expansion. East Alum Creek Pump Station is currently being designed in a similar approach.
  - Provide a preliminary cost estimate accounting for the initial construction costs associated with the collection system upstream of the CACWRF

502. WRF Effluent Outfall

- Develop a conceptual outfall alignment, size, and depth of the outfall alignment selected under Task 15, and the preferred method of discharge identified through the NPDES process (submerged or surface). Coordinate with permitting agencies having jurisdiction to determine if the proposed location of the outfall meets the requirements.
- Provide a Preliminary Cost Estimate for the proposed outfall location.

503. Conveyance Review Workshop

- Conduct a review meeting at Owner's office to review the proposed alignment alternatives for the collection system sewers and the effluent outfall (Workshop #3). The outcome of this meeting will be the conveyance basis of design for the WRF to be documented in the Facilities Plan. The outcomes of workshop discussions and decisions will be formally recorded in meeting notes and presentation slides, and submitted to Owner.

TASK 6 - PERMITTING SUMMARY

- As part of a monthly project meeting, discuss the permitting process and permitting agencies engagement approach with Owner. The objective of the meeting will be to outline the jurisdictional entities involved and discuss the timeline and strategy for tracking permits required.

- Coordinate with the jurisdictional agencies requiring the permits listed below if determined they are necessary for the project. Includes a total of 3 meetings with various agencies to determine the permitting requirements.
    - 401 Water Quality Certification (WQC)
    - PTI / NPDES
    - SWPPP / NOI
    - Isolated Wetlands Permit
    - ROW Permit
    - Section 404 Nationwide Permit
    - Section 10
    - Section 404 Individual Permit
    - Section 7 Endangered Species Act (ESA) Review
    - State Threatened & Endangered Species Environmental Review
    - Section 106 Coordination
    - County & Township ROW Permit Coordination
    - DCRSD & DCED
    - Building Permit
    - Easement / Property Acquisition
    - Stormwater
    - Floodplain
    - Waterline Permit

TASK 7 – FACILITIES PLAN REPORT DEVELOPMENT

- Prepare and submit a draft detailed Facilities Plan Report and conceptual drawings to establish agreement on scope, parameters, performance requirements, and project approach for Detailed Design Phase services. Submit six (6) copies to Owner for review. The Facilities Plan Report will include the following:
    - Influent basis of design and effluent objectives.
    - Process flow diagrams showing major process units and flow of liquid and solids process streams.
    - Hydraulic profile at startup flow, average design flow, and peak hydraulic flow.
    - WRF unit process description and design criteria.
    - Conceptual conveyance alignments, including trenchless crossings.
    - Exhibits identifying required property and easement acquisition needed for the proposed improvements.
    - Regulatory and local code requirement summary.
    - USACE and environmental permit requirements.
    - Preliminary cost opinion for recommended work.
    - Implementation schedule for design, bidding, and construction.
- Meet with Owner to obtain comments on the draft Facilities Plan Report (Workshop #4). Resolve questions and revise documents as necessary. Submit seven (7) hard copies of final Facilities Plan Report and one (1) electronic file in an indexed portable document file (pdf).

TASK 8 – [NOT USED]

TASK 9 – NPDES: DATA REVIEW AND MODEL SELECTION

901. Data Review

- Review available data to support model development.

- Identify data gaps and approach for estimating missing information.

902. Simulation Period Determination

- Determine model simulation period based on available data and critical conditions for water quality.

903. Modeling Tool Selection

- Select appropriate modeling tools for watershed (HSPF, SWMM, or SWAT) and lake modeling (EFDC, CORMIX).

TASK 10 – NPDES: HYDROLOGIC AND HYDRODYNAMIC MODEL DEVELOPMENT

1001. Watershed Hydrologic Model

- Develop the watershed hydrologic model for the modeling period.
- Calibrate the watershed model to available flow and temperature data.
- Develop timeseries of flows and temperature for inputs into the lake hydrodynamic model.

1002. Lake Hydrodynamic Model

- Develop a three-dimensional lake hydrodynamic model for the modeling period.
- Calibrate the hydrodynamic model to available water level and temperature data.
- This task includes cost recovery for the AWS server and modeling software license.

1003. Critical Period Analysis

- Run the calibrated model for the model simulation period.
- Determine the critical period during which the proposed discharge is likely to have the greatest impact based on the model output of water level and velocity in the vicinity of the discharge.
- Determine the general flow pattern near the proposed outfall. This will be used to inform the near-field model development.

TASK 11 – NPDES: NEAR-FIELD MIXING ZONE STUDY

1101. CORMIX Model Development

- Develop the near-field CORMIX model using the output of the hydrodynamic model for the critical period.
- Assess the impact of a surface and submerged discharge.

TASK 12 – NPDES: FAR-FIELD WATER QUALITY MODEL DEVELOPMENT

1201. Watershed Water Quality Model

- Develop watershed water quality model based on the previously developed watershed hydrologic model.
- Calibrate the water quality component of watershed model to available data.
- Develop time series of pollutant loads (CBOD, TSS, nitrogen, and phosphorus) for use as inputs for the lake water quality model.

1202. Lake Water Quality Model

- Develop lake water quality model based on the previously developed lake hydrodynamic model.
- Develop sestonic chlorophyll-a boundary conditions and initial conditions.
- Calibrate lake water quality model to available data.

1203. Scenario Analysis

- Use the watershed model to simulate the timeseries of pollutant loading from the watershed under two scenarios.
- Discharge from Central Alum Creek facility without the associated septic systems and

package plants in the watershed.

- No discharge from Central Alum Creek facility with associated septic systems and package plants in the watershed.
- Use the calibrated lake water quality model to assess the impact of above-described scenarios on Alum Creek Lake.
- Provide statistical and visual assessments for the water quality impacts for two scenarios.

TASK 13 – NPDES: MODELING MEETINGS & REPORTING

- Conduct a site visit (during one of the meetings below).
- Develop a technical report describing the work done in Tasks 9 to 12.
- Present the results to relevant stakeholders including USACE, Ohio EPA, and ODNR at key milestones (five meetings).

TASK 14 – NPDES: PERMIT APPLICATION DEVELOPMENT

- Compile the information necessary to complete the cover letter and application forms (2A and 2S), obtain review, and post on eBiz.
- Develop the draft and final antidegradation report which includes the preferred alternative, non-degradation, minimal degradation, and mitigative techniques and measures.
- Owner will be responsible for payment of any regulatory fees.
- Review and comment on the draft NPDES permit.
- Participate in the public hearing on the draft NPDES permit.
- Review and comment on the final NPDES permit.

TASK 15 – ENVIRONMENTAL ASSESSMENT

1501. Natural Resources: Biology Desktop Wetlands & Threatened & Endangered Species Analysis

- Conduct a desktop-based surface waters and threatened & endangered species review as part of baseline environmental assessments within federal lands, detailed as follows:
    - Desktop datasets standard to the identification of surface waters will be reviewed by wetland biologists. These include but are not limited to USFWS National Wetlands Inventory datasets, National Hydrography Dataset, USGS topographic quadrangle mapping, NRCS soil survey map units, and color-infrared aerial imagery.
    - USFWS IPaC report and applicable determination keys will be generated.
    - An Ohio Natural Heritage Database (ONHD) request will be submitted for the study area.
    - Ohio Department of Natural Resources (ODNR) will be solicited for an environmental review (ER).
    - Appendices will include agency communications.
    - Deliverables include draft/final report and appendices. The final report will inform the EA and will be included as appendix in the EA document.

1502. Natural Resources: Additional Review

The following resources and their occurrence on potentially affected USACE land will be assessed via desktop review in accordance with the Williams EA template. Topics will be evaluated sufficiently to support the development of the EA document pursuant to the U.S. Army Corps of Engineers NEPA implementing regulation ER-200-2-2:

- Prime and Unique Farmland
- Floodplains
- Aquatic Habitat/Water Quality
- Wild and Scenic Rivers

1503. Cultural Resources: Background and Literature Review

Engage staff of Secretary of the Interior Qualified (SOI) archaeologists to perform a review of cultural resource records available through the Ohio State Historic Preservation Office's (SHPO) Ohio Archaeological Inventory (OAI) to identify previously recorded cultural resources and surveys

within 1.0-mile of the proposed Outfall Locations 1 and 2. In addition to identifying previously recorded archaeological sites, this review will include the following types of information: National Register of Historic Places (NRHP) properties, historic landmarks and markers, and cemeteries. Engineer review historic maps, aerial photographs, topographic maps, soil surveys, and environmental factors to assess the archaeological sensitivity of the Project area. Findings from the desktop assessment will be submitted to the USACE archaeologist for review. Upon completion of that review, the USACE will consult with the Ohio SHPO to satisfy Section 106 requirements.

1504. Noise: Construction Impacts Acoustical Screening

Conduct a desktop acoustic screening study to provide a review of the applicable noise codes as well as an approximate analysis of sound levels of the potential construction noise impacts. The analysis methodology will be based on Federal Highway Administration (FHWA) methodology for construction noise. The analysis will be based on current site layout documentation and available FHWA sound level data. The findings of the acoustical screening study will be discussed in the EA and will be compiled and presented in a report that will be included as an Appendix to the EA document.

1505. Hazardous Waste: Desktop Due Diligence Review

Perform a desktop-based environmental due diligence review generally informed by the principles and definitions of ASTM E1527 21 for Phase I Environmental Site Assessments. The scope will include:

- A review of readily available federal, state, and local environmental regulatory databases.
- Examination of historical sources such as aerial imagery, fire insurance maps, city directories, and topographic maps.
- Evaluation of current site information through available online imagery and public records.

The purpose of this review is to identify Recognized Environmental Conditions (RECs), Controlled Recognized Environmental Conditions (CRECs), Historical Recognized Environmental Conditions (HRECs), and other environmental concerns that may affect the property. No site reconnaissance, interviews, or sampling will be performed as part of this desktop-only scope. The findings will be discussed within the EA and will be summarized in a brief report that will be included as an Appendix to the EA document.

1506. Climate and Air Quality: Baseline Climate Characteristics & Desktop Assessment of Impacts Related to Climate Change

Engineer's climatologist will perform a desktop review to establish the baseline climatology for the project location and assess potential impacts to the project area as a result of projected climate change. Potential climate change impacts will be assessed via a review of publicly-available research and data. Findings will be discussed and summarized within the body of the EA document.

1507. Climate and Air Quality: Air Quality Assessment

Perform a qualitative assessment of the potential impacts to air quality that will result from the project. Impacts will only be assessed for those portions of the project located on USACE property. As such, the air quality assessment will only examine construction emissions as there will be no operational emissions from this portion of the project. The assessment will be summarized within the body of the EA document.

1508. EA Document Development and Agency Coordination

Prepare the Environmental Assessment document in accordance with applicable U.S. Army Corps of Engineers (USACE) requirements and prior examples provided by the agency. This scope includes compiling and synthesizing technical analyses, integrating findings from the desktop-based due diligence reviews, climate and air quality assessments, and other relevant studies, and ensuring that all requisite sections and appendices are complete and compliant. The Engineer will submit the draft EA documents to the USACE for review. Engineer will respond to comments from USACE and incorporate into a final EA document for approval by the agency. Engineer will coordinate with the agency to facilitate timely responses. Ongoing communication and follow-up with the USACE will be maintained throughout the review process to support successful project advancement.

SUPPLEMENTAL SERVICES

Any work requested by Owner that is not included in one of the items listed above will be considered supplemental services. Supplemental services shall include, but are not limited to:

- Additional meetings or appearances with local, State, or Federal agencies to discuss the project. Support services for additional work in connection with public information activity.
- Supplemental engineering Work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Special consultants or independent professional associates requested or authorized by Owner.
- Preparation for litigation, arbitration, or other legal or administrative proceedings; and

appearances in court or at arbitration sessions in connection with bid protests.

- Additions to an engineering report to update or revise original recommendations.
- Modifications recommended by the value engineering study.
- Provision, through a subcontract, of archaeological consultations regarding artifacts that may be uncovered during construction.
- Conducting pilot plant studies and tests.
- Specialized influent sampling studies and characterization testing.
- Additional permits beyond those specified herein, including plan review fees beyond those specifically included herein.
- Through a subcontract, evaluation or design of hazardous materials.
- Engineering services associated with detailed design, bidding and award, construction phase, and startup assistance.
- Traffic Impact Study and access management study.
- Evaluation of alternative construction delivery options. The Facilities Plan assumes construction delivery will be construction manager at risk (CMAR).

** END OF SECTION ***

Attachment b – Compensation
Compensation

For the services covered by this Agreement, Owner agrees to pay Engineer as follows:

a. For all services described in the Scope of Services for Amendment No. 1, except "If Authorized" tasks, the fee shall be $991,281.

b. Additional work may be requested by the Owner as "if authorized" tasks and may be added to the Scope of Work upon mutual agreement to an increase in the maximum billing limit. The amount of "if authorized" tasks included in Engineer's proposed fee for services provided under this agreement shall be $100,000 for tasks as directed by Owner. Engineers will not proceed with any such tasks without written authorization from Owner.

c. Total compensation under this Agreement, inclusive of the original Agreement, Amendment, and Owner's contingency, shall not exceed $1,781,521 without subsequent modification.

d. An amount for the actual time billed to the project at the hourly billing rates specified for personnel performing the Services plus reimbursable expenses. The hourly billing rates for the classifications of individuals performing services on the project are as follows:

Figure 1: 2026 Billing Rates Schedule

Engineering and Management	
Principal Engineer / Technical Advisor	$328.00
Principal in Charge / Project Director	$314.00
Senior Engineer	$292.00
Project Manager	$266.00
Project Engineer	$226.00
Design Engineer	$190.00
Staff Engineer	$156.00
Associate Engineer	$126.00
Technicians and Technical Support	
Senior Technician	$260.00
Lead Technician	$202.00
Staff Technician	$136.00
Associate Technician	$90.00
Estimating	
Senior Estimator	$282.00
Lead Estimator	$242.00
Staff Estimator	$206.00
Environmental Consulting Professionals	
Senior Professional	$250.00
Lead Professional	$186.00
Staff Professional	$138.00
Associate Professional	$116.00
Project Administration	

Project Coordinator	$156.00
Project Administrator	$120.00

This Rate Schedule contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution is prohibited.

e. Such billing rates shall be adjusted effective January 1 of each successive year during the term of this Agreement. Overtime applies to non-exempt personnel as defined by the U.S. Federal Wage and Hour Law. Overtime will be billed as actual hours charged to the project by non-exempt personnel in accordance with the rates indicated plus a 50 percent increase.

f. Litigation support services including but not limited to depositions, testimony, preparation for testimony or depositions, and/or administrative or regulatory proceedings are subject to a surcharge of fifty percent on the rates above.

Except as expressly modified herein, all other terms and conditions regarding compensation set forth in the Agreement dated May 24, 2018 shall remain unchanged and in full force and effect.

Figure 2: Engineering Cost Summary

CONTRACT TOTALS IN USD $:	Hours	Labor	Subcontract Summary		Subcontracts Total	Field/Misc Expenses	Project Total
	2330	$ 482,826	$ 428,685	$ 79,804	$ 508,489	$ 1,750	$ 991,281
Description			Geosyntec	ms consultants			
Task 1 - Project Management & Administration	313	$ 70,492	$ 77,175		$ 77,175	$ 1,000	$ 148,667
Task 2 - Confirm Design Flow and Loads	111	$ 25,348			$ -		$ 25,348
Task 4 - Treatment	472	$ 102,800			$ -		$ 102,800
Task 5 - Conveyance	164	$ 34,252		$ 79,804	$ 79,804		$ 114,056
Task 6 - Environmental Permitting Summary	73	$ 13,768			$ -		$ 13,768
Task 7 - Facilites Plan Report Development	459	$ 93,882			$ -	$ 750	$ 94,632
Task 9 - NPDES - Data Review and Model Selection	11	$ 2,302	$ 19,110		$ 19,110		$ 21,412
Task 10 - NPDES - Hydrologic and Hydrodynamic Model Development	11	$ 2,302	$ 125,790		$ 125,790		$ 128,092
Task 11 - NPDES - Near-Field Mixing Zone Study	11	$ 2,302	$ 20,160		$ 20,160		$ 22,462
Task 12 - NPDES - Far-Field Water Quality Model Development	11	$ 2,302	$ 118,545		$ 118,545		$ 120,847
Task 13 - NPDES - Modeling Meetings & Reporting	20	$ 4,944	$ 64,155		$ 64,155		$ 69,099
Task 14 - NPDES - Permit Application Development	127	$ 29,158	$ 46,095		$ 46,095		$ 75,253
Task 15 - Environmental Assessment	539	$ 97,190	$ 32,655		$ 32,655		$ 129,845
[Deduct for Original Agreement If-Authorized Services]			$ (75,000)		$ (75,000)		$ (75,000)

*** END OF SECTION ***

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

11
RESOLUTION NO. 26-297

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2027 TAXES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District, and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds $25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria, and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of $176,002.95 to the County Auditor for the 2027 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

2027 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/27/2026

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	$61,428.70
66211900-4108-11904 – Alum Creek	$95,356.35
66211900-4108-11905 – Lower Scioto	$6,609.35
66211900-4108-11912 - Package Plants	$12,608.55
Total Assessments	**$176,002.95**

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

12
MONTHLY SANITARY APPROVAL UPDATE

13
RESOLUTION NO. 26-298

IN THE MATTER OF APPROVING THE OWNER'S AGREEMENT FOR HIDDEN CREEK ESTATES SECTION 2:

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Hidden Creek Estates Section 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Hidden Creek Estates Section 2:

OWNER'S AGREEMENT
PROJECT NUMBER: 26023

THIS AGREEMENT, executed on this 27th day of April, 2026, between Homewood Corporation, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Hidden Creek Estates Sec 2 further identified as Project Number 26023 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 actions or omissions 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 any other act or omission 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 Thirty-Eight Thousand Dollars and No Cents ($38,000.00) 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 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.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	$634,000.00
CONSTRUCTION BOND AMOUNT	$634,000.00
MAINTENANCE BOND AMOUNT	$63,400.00
INSPECTION FEE DEPOSIT	$38,000.00

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

14
RESOLUTION NO. 26-299

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis, 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
UT2026-0098	AEP	SAWMILL PKWY AND HOME	REPLACE POLES
UT2026-0099	SPECTRUM	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0100	FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0101	FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0102	FRONTIER	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0103	SPD PERMITTING	S OLD STATE RD	FIBER OPTIC CABLE
UT2026-0104	SPECTRUM	THOMAS RD	FIBER OPTIC CABLE
UT2026-0105	AEP OHIO	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0106	DANBERT INC	SAWMILL PKWY	INSTALL CONDUIT
UT2026-0107	SUBURBAN NATURAL	CHESHIRE RD	RELOCATION
UT2026-0108	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0109	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0110	COLUMBIA GAS OF OHIO	MAPLEWOOD MILL RD	INSTALL GAS MAINLINE

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

15
RESOLUTION NO. 26-300

IN THE MATTER OF APPROVING A CONTRACT FOR SALE AND PURCHASE WITH THE DELAWARE COUNTY FINANCE AUTHORITY FOR REAL PROPERTY ON BOWTOWN ROAD IN THE VICINITY OF ITS INTERSECTION WITH BYXBE PARKWAY:

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

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase (the "Agreement") is entered into on April 27, 2026, by and between the Board of Commissioners of Delaware County, Ohio [the "County"], and the Delaware County Finance Authority Board of Directors ["DCFA"]; and

WHEREAS, DCFA owns certain parcels of real property located on Bowtown Road in the vicinity of its intersection with Byxbe Parkway, as more particularly depicted and described in Exhibit A attached hereto and by this reference incorporated herein ["Subject Property"]; and

WHEREAS, DCFA was created and organized under Chapter 4582 of the Ohio Revised Code for various purposes, including promoting economic development and housing in Delaware County; and

WHEREAS, pursuant to section 4582.38 of the Ohio Revised Code, DCFA may convey real property belonging to DCFA and not needed for the purposes of DCFA to the County upon mutually agreeable terms, without competitive bidding; and

WHEREAS, the County and DCFA mutually desire to enter into this Agreement to establish the terms and conditions by which DCFA will convey the Subject Property to the County;

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, the County and DCFA hereby enter into this Agreement:

1. DCFA will convey the Subject Property to the County by way of a quitclaim deed (the "Deed") that quitclaims all the rights, titles and interests of DCFA in and to the Subject Property. Said Deed will be delivered to the County at the time of consummation and closing of this Agreement. DCFA's conveyance of the Subject Property to the County shall be subject to the following conditions:

   (A) The County shall pay to DCFA the purchase price of Two Million Six Hundred Seventy-Three Dollars and Zero Cents ($2,673,000.00); and
   (B) The County shall pay to DCFA an additional amount of Four Hundred Eighty-Three Dollars and Zero Cents ($483.00) to reimburse the DCFA for any legal, title insurance, prorated taxes and assessments, surveying, and related expenses that DCFA incurred as a result of DCFA's acquisition of the Subject Property and the conveyance contemplated herein.

2. The consummation and closing of this Agreement will occur at such time and place as the parties may agree, but not later than ten (10) days after the execution of this Agreement.

3. DCFA is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown. Both parties are acting at arm's length to protect their own interests, and the County has and will use its own independent judgment concerning the sale and purchase of the Subject Property. DCFA does not make to County, and DCFA expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.

4. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the County and DCFA and their respective heirs, executors, administrators, successors and assigns.

5. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures on this Agreement may be transmitted electronically (by facsimile, scan/email, or electronic signature software) and such signatures will be deemed to constitute original signatures and have the same effect as original signatures.

6. This instrument contains the entire agreement between the parties with respect to the subject matter contained herein, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied with respect to the subject matter contained herein, other than herein set forth, shall be binding upon either party.

7. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by authorized representatives of the County and DCFA.

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

16
ADMINISTRATOR REPORTS

CA Davies – thankful for all the hard work on the State of the County event

DCA Huston and Attorney Hochstettler – Nothing to report.

17
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell – thankful for attendees at the State of the County

Commissioner Benton – thanks to staff and attendees for a successful State of the County

Commissioner Lewis – thankful for everyone for the State of the County

18
RESOLUTION NO. 26-301

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

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

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

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 and for Collective Bargaining.

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

19
RESOLUTION NO. 26-302

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

_____
Jeff Benton

_____
Barb Lewis

_____
Gary Merrell

_____
Jennifer Walraven, Clerk to the Commissioners