

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

R2603066	NORTH AMERICAN ENVIRONMENTAL	ASBESTOS REMEDIATION 1251 US 23 N	10011102 - 5301	\$ 12,875.00
R2603096	J & J SCHLAEGEL INC	POWELL RD AND WALKER WOOD BLVD SEWER REHAB PROJECT	66611900 - 5415	\$ 278,887.50
R2603101	CROSSROADS COMMUNITY PLANNING LLC	GENERAL PLANNING AND ZONING TECHNICAL SERVICES	21011113 - 5301	\$ 16,000.00
R2603111	PETERSON CONSTRUCTION CO	MAXTOWN PUMP STATION WET WELL	66211900 - 5328	\$ 12,500.00

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

**4
RESOLUTION NO. 26-305**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor’s Office is requesting that Dawn Hall and Stephen Bishel attend GFOA Annual Conference in Chicago, IL from June 28, 2026 through July 1, 2026; at the cost of \$4,312.70.

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

**5
RESOLUTION NO. 26-306**

IN THE MATTER OF DECLARING MAY 2026 AS BUILDING SAFETY MONTH IN DELAWARE COUNTY:

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

WHEREAS, Building Safety Month is sponsored by the International Code Council to highlight the vital role played by our code officials, the often-unrecognized public safety professionals who ensure the safety, sustainability, and affordability of the buildings that support our prosperity; and

WHEREAS, modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

WHEREAS, the structural integrity of homes, buildings and infrastructure play an essential role in the growth and safety of Delaware County, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings is possible thanks to the devotion of vigilant building safety personnel, fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry, who all work year-round to ensure buildings are constructed safely; and

WHEREAS, these professionals are committed stewards of the built environment, working to safeguard us in the places where we live, learn, work and play.

NOW, THEREFORE, be it resolved that the Delaware County Board of Commissioners recognizes May 2026 as Building Safety Month and encourages our citizens to join us in honoring the valuable work performed by those in the construction industry.

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

**6
RESOLUTION NO. 26-307**

IN THE MATTER OF RECOGNIZING ALICE FRAZIER ON THE OCCASION OF HER SELECTION FOR THE COAAA “16 OVER 60” CLASS OF 2026:

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

WHEREAS, Alice Frazier, a retired physician and longtime resident of Delaware County, has been selected by the Central Ohio Area Agency on Aging to be a member of its “16 Over 60” Class of 2026; and

WHEREAS, Frazier has been a devoted volunteer and leader with a wide variety of nonprofit and public-sector organizations in Delaware County, including membership on the leadership boards for SourcePoint and the Delaware County Historical Society; and

WHEREAS, Frazier has served as President of the League of Women Voters of Delaware County, as well as actively engaging during her professional medical career with the Partnership for a Healthy Delaware County, the

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026

ACHIEVE Coalition, and the Creating Healthy Communities Coalition; and

WHEREAS, Frazier serves as an outstanding example of civic engagement and public health advocacy, regardless of age.

NOW, THEREFORE, be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, extends its congratulations and gratitude to Alice Frazier on the occasion of her selection for the COAAA “16 Over 60” Class of 2026.

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

7

RESOLUTION NO. 26-308

IN THE MATTER OF RECOGNIZING BECKI WILLIAMS ON THE OCCASION OF HER SELECTION FOR THE COAAA “16 OVER 60” CLASS OF 2026:

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

WHEREAS, Becki Williams, a retired social worker, former family caregiver and resident of Delaware County, has been selected by the Central Ohio Area Agency on Aging to be a member of its “16 Over 60” Class of 2026; and

WHEREAS, Williams has proven herself to be an outstanding medical transportation volunteer with SourcePoint, bringing professional expertise and personal empathy to the care she provides SourcePoint clients; and

WHEREAS, in fewer than three years, Williams has logged more than 350 medical-transportation trips, driven more than 17,000 miles, and clocked nearly 600 volunteer hours; and

WHEREAS, Williams’ service demonstrates the extraordinary value that supporting older adults with dignity, respect and care has in enhancing both the quality and duration of the lives of those she serves.

NOW, THEREFORE, be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, extends its congratulations and gratitude to Becki Williams on the occasion of her selection for the COAAA “16 Over 60” Class of 2026.

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

8

RESOLUTION NO. 26-309

IN THE MATTER OF PROCLAIMING MAY 2026 AS OLDER AMERICANS MONTH IN DELAWARE COUNTY:

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

WHEREAS, Delaware County is home to a growing population of older adults who strengthen our community through their experience, service, and civic engagement; and Older Americans Month, established in 1963, is observed each May to recognize these contributions and reaffirm our commitment to supporting the health, independence and well-being of older adults; and

WHEREAS, the 2026 theme, “Champion Your Health,” encourages older adults and our community to prioritize wellness, connection and active aging; and organizations such as SourcePoint support older adults across Delaware County by delivering nearly 250,000 meals annually, providing caregiver support, and offering programs that promote physical, mental and social well-being; and

WHEREAS, older adult volunteers are essential to this impact, contributing more than 60,000 hours of service each year—supporting programs, delivering meals, and strengthening connections that help neighbors remain healthy and independent; and

WHEREAS, Delaware County remains committed to ensuring older adults have access to the resources, support and opportunities they need to stay healthy, engaged and connected;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners, hereby proclaims May 2026 as Older Americans Month in Delaware County, Ohio, and encourages all residents to recognize the contributions of older adults and to support efforts that champion their health and help them thrive in our community.

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

9

UPDATE ON SOURCEPOINT'S AGE-FRIENDLY ACTION PLAN 2.0 AND SUMMARY OF PAST AND FUTURE PROJECTS

10

RESOLUTION NO. 26-310

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF/ DELAWARE COUNTY JAIL; AND THE U.S. DEPARTMENT OF JUSTICE (UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION) TO HOUSE FEDERAL DETAINEES:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of an intergovernmental agreement between the Delaware County Board of Commissioners; the Delaware County Sheriff/ Delaware County Jail; and the U.S. Department of Justice (United States Marshals Service Prisoner Operations Division) to house federal detainees;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following intergovernmental agreement between the Delaware County Board of Commissioners; the Delaware County Sheriff/ Delaware County Jail; and the U.S. Department of Justice (United States Marshals Service Prisoner Operations Division) to house federal detainees:

AGREEMENT FOR DETAINEE HOUSING

1. Authority

Pursuant to the authority, 106th Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and *Delaware County Jail* (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the *Delaware County Jail; 844 US Highway 42 N, Delaware, OH 4301.5* (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

3. Administration (October 2021}

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at: [http:// www.ASD.usmarshals.gov/ prisoner/ detention-standards.htm](http://www.ASD.usmarshals.gov/prisoner/detention-standards.htm) as an additional reference source for best practices.

Delaware County Jail shall comply with Congressional mandates, federal laws, Executive Orders and all existing *Delaware County Jail* policies. *Delaware County Jail* shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief, or their designee and to the USMS Prisoner Operations Division (POD) at PODCoCinquiries@usdoj.gov.

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age- appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate.

The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, sex, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

Delaware County. Jail; 844 US Highway 42 N, Delaware, OH 43015

(End of Provision)

5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: Ramona Mosby Title: Grants Specialist

Contact Information: (202) 868-2789

(End of Provision)

6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to -initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

- premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.
 - d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement termination and other applicable provisions shall:

- a. be incorporated into this agreement.
- b. survive after the expiration of the cooperative agreement; and
- c. supersede the termination provisions of this agreement.

(End of Provision)

7. Assignment and Outsourcing of Jail Operations (May 2021)

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

8. Medical Services (May 2021)

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

The Local Government shall notify the local USMS district office of any infectious disease outbreak.

The Local Government shall provide Federal prisoners with the same level and range of care inside the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care providers that are covered by the USMS' NMCC Preferred Provider Network to the maximum extent practicable. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All outside medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur within 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, et c., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18 U.S.C. Section 4013(d). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

9. Affordable Care Act (ACA) (May 2021)

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at:

<http://www.hhs.gov/healthcare/about-the-aca/index.html>.

(End of Provision)

10. Receiving and Discharging of Federal Prisoners (May 2021)

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

11. Prisoner Work Program (November 2021)

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with detainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled

tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records. The Local Government will ensure that prisoners who volunteer to work are prohibited from keeping medication on their person while at the worksite, unless deemed necessary by medical personnel.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

12. Guard/Transportation Services to/from Medical Facility (May 2021)

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

These services shall be performed by at least two (2) armed and qualified LEDs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Court house. These services shall be performed by at least two (2) armed and qualified LEOs or cos. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCi_nquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block # 13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)

When JPATS, Other or both in block # 14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCi_nquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block # 13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

(End of Provision)

15. Video Teleconference Hearings within the Facility (October 2021)

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)

When Video Conferencing (VTC) Hearings in block # 14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

17. Special Notifications (May 2021)

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

18. Body Worn Camera Information Requests (November 2021)

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

19. Restrictive Housing and Suicide Prevention (May 2021)

For the purposes of this agreement, "restrictive housing" means any type of detention that involves All of the following elements:

- a. Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, prisoners who identify as sex nonconforming; pregnant and postpartum prisoners; infirmed prisoners and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at PODCoCinquiries@usms.doj.gov when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes. The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing shall be submitted to the CDUSM or his or her designee and POD at PODCoCinquiries@usms.doj.gov, no later than

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at : https://www.usmarshals.gov/prisoner/suicide_prevention.htm and <https://nicic.gov/>.

(End of Provision)

20. Prison Rape Elimination Act (PREA) {November 2021}

The Facility must post Prison Rape Elimination Act (PREA) brochure/ bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at : (<https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: PREAinquiries@usdoj.gov.

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance.

Additional resources can be found at: <https://www.prearesourcecenter.org/>.

Templates for PREA posters and brochures can be found at:

<https://www.prearesourcecenter.org/library/search?keys=poster&cat=All>

(End of Provision)

21. PREA Prisoner Incident Reporting {November 2021}

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;
- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;
- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, at no expense to the victim, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

22. Federal Acquisition Regulation (FAR) Agreement Provisions (September 2025)

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: <http://www.acquisition.gov>.

Agreement Provisions:

FAR 52.222-4 Contract Work Hours and Safety Standards - Overtime (May 2018) FAR 52.222-41 Service Contract Labor Standards. (August 2018)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards - Price Adjustment (Multiyear and Option Contracts) (August 2018)

If the Collective Bargaining Agreement in block #15 on page one (1) of this Agreement is checked, the Local Government agrees In accordance with Section 2 (a) and 4 (c) of the Services Contract Act, as amended, employees employed by the contractor (s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreements. (Added to the IGA November 2024)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked,

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

the Local Government agrees, in accordance with FAR 52. 222.43 (a), (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

23. Guaranteed Minimum Bed Space (September 2021)

This IGA *does not* contain a guaranteed minimum for bed space.

(End of Provision)

24. Economic Rate Adjustments (October 2021)

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions;
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block # 11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of *Delaware County Jail* actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for **thirty-six (36) consecutive months**. The per-diem rate covers the support of one Federal prisoner per "Federal prisoner day", which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at <https://portal.cjis.gov/wps/myportal/LEEPNG>. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the **thirty-six (36) month period** preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period. For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current **thirty-six (36) month period**. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same **thirty-six (36) month period** with an aggregate proposed increase of 25% or more are not permissible under this agreement.

(End of Provision)

25. Billing and Financial Provisions (May 2021)

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal prisoners housed at the Facility.

Address(es) for the component(s) is/are:

United States Marshals Service

Southern District of Ohio 85 Marconi Blvd, Room 460
Columbus, OH 43215
(614) 469-0456

Federal Bureau of Prisons

RRM Cincinnati
36 E. 7th Street, Suite 2107-A Cincinnati, OH 45202
(513) 826-9364
CCN-CCM-S@bop.gov

U.S. Immigration and Customs Enforcement

Detroit Field Office
985 Michigan Avenue, Suite 207

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

Detroit, MI 48226
(313) 771-6601
Detroit.Outreach@ice.dhs.gov

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the 31 U.S.C Section 1341 - Limitations on expending and obligating amounts.

26. Payment Procedures (May 2021)

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

27. Hold Harmless (May 2021)

The U.S. Marshals Service (USMS), or any other authorized agency users, shall assume liability for claims and liability for damages arising out of the acts, omissions, or negligence of the agents of the USMS, acting within the scope of their employment, contending (1) the performance of this Agreement or (2) the failure of the agents of the USMS, acting within the scope of their employment, to observe and abide by any of the terms and conditions of this Agreement. This assumption of liability is coextensive with and in accordance with the Federal Tort Claims Act (FTCA) 28 U.S.C. Sections 2671- 2680. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the FTCA and applicable Federal and State law.

(End of Provision)

28. Disputes (May 2021)

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

29. Review of Services (November 2021)

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government, to include approved Federal contractors, in accordance with the standards required by any of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s)

(End of Provision)

30. IGA Amendments (May 2021)

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

31. Litigation (May 2021)

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing. The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

32. The First Step Act (May 2021)

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of Public Law 115-391 the FIRST STEP Act of 2018 and 18 USC 5043 with respect to any USMS juveniles in custody.
- b. Section 301 of Public Law 115-391 the FIRST STEP Act of 2018 and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

**11
RESOLUTION NO. 26-311**

IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, A FIRST AMENDMENT TO THE SAWMILL PARKWAY COOPERATIVE AGREEMENT WITH THE CITY OF DELAWARE:

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

WHEREAS, on June 23, 2014, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 14-725, approving the Sawmill Parkway Cooperative Agreement with the City of Delaware, relating to the construction of the Sawmill Parkway extension (the “Original Agreement”); and

WHEREAS, the Original Agreement was formally executed on or about January 23, 2015, and the Board completed the financing and construction of the Sawmill Parkway extension in accordance with the Original Agreement; and

WHEREAS, the Board and the City of Delaware are actively promoting the development of parcels of real property in the vicinity of the Sawmill Parkway extension, including economic development incentives that would necessitate amending the Original Agreement by exempting certain parcels of real property from operation of the Original Agreement in exchange for modifying the City of Delaware’s repayment obligation under the Original Agreement; and

WHEREAS, the County Administrator and Deputy County Administrator/General Counsel have negotiated an amendment to the Original Agreement for these purposes and recommend approval of the amendment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the County Administrator to execute, the following First Amendment to Sawmill Parkway Cooperative Agreement:

FIRST AMENDMENT TO SAWMILL PARKWAY COOPERATIVE AGREEMENT

This FIRST AMENDMENT (the “*Amendment*”) to the Sawmill Parkway Cooperative Agreement dated January 23, 2015 (the “*Original Agreement*”) is made and entered into as of May 4, 2026, by and between the CITY OF DELAWARE, OHIO (the “*City*”), and the COUNTY OF DELAWARE, OHIO, by and through its Board of County Commissioners (the “*County*”), under the circumstances summarized in the following recitals. The City and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.” (The capitalized terms not defined, or redefined as amended, in this Amendment are being used as defined in Article I of the Original Agreement.)

RECITALS:

WHEREAS, on or about January 23, 2015, the Parties entered into the Original Agreement, which provides for the construction and financing of an extension of Sawmill Parkway from Hyatts Road to a point north and west of US Route 42 within the City’s corporation limits (defined as the “*Project*” in the Original Agreement); and

WHEREAS, the County has completed construction of the Project as contemplated in the Original Agreement and has financed the Costs thereof; and

WHEREAS, the Parties are actively promoting the development of parcels of real property in the vicinity of the Project (which real property is referred to as the “*Development*” and is depicted on **EXHIBIT E** attached hereto and incorporated herein by reference); and

WHEREAS, in order to incentivize the Development, the City has proposed exempting the Development from the Original Agreement, in exchange for certain modifications to its repayment obligations set forth in the Original Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the Parties agree, pursuant to Section 8.5 of the Original Agreement, to amend the Original Agreement as follows:

- A. Amendment to Section 1.2. The definition of “*TIF Area*” shall be replaced with the following text, and **EXHIBIT C** shall be replaced with the exhibit attached to this Amendment and, by this reference, incorporated herein:

“*TIF Area*” means, collectively, (a) those certain parcels of real property located in the City (which are

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

depicted and referred to as the “Sawmill Parkway TIF Area” on **EXHIBIT C**, as amended, and which is or will be identified in the City’s TIF Legislation, the Improvements to which will be exempted from real property taxation pursuant to the TIF Legislation; (b) those certain parcels of real property located in the City (which are depicted and referred to as the “Sawmill Parkway Residential TIF Area” on **EXHIBIT C**, as amended, and on **EXHIBIT F** attached hereto and incorporated herein by reference, and which will be identified in the City’s TIF Legislation, the Improvements to which will be exempted from real property taxation pursuant to the TIF Legislation; and (c) any parcels of real property which are currently located outside the City (which are depicted and referred to as the “Future Sawmill Parkway TIF Area” on **EXHIBIT C**, as amended), and which if hereafter annexed into the City will thereafter be identified in the City’s TIF Legislation (either by amendment of existing TIF Legislation or enactment of new TIF Legislation), and in either case, the Improvements to which will be exempted from real property taxation pursuant to the TIF Legislation. Notwithstanding the foregoing and for the sake of clarity, the Parties mutually agree that the Development depicted on **EXHIBIT E** shall not be included in a TIF Area subject to this Agreement, and the City shall be free to authorize an exemption applicable to the Development depicted on **EXHIBIT E** without operation of this Agreement.

- B. Amendment to Section 2.3. Delete the following text: “, unless earlier terminated in accordance with the provisions set forth in Section 2.4”.
- C. Amendment to Section 2.4. Delete Section 2.4 in its entirety.
- D. Addition of Section 4.6. Add new Section 4.6 as follows:

Section 4.6 Priority of TIF Revenues from Sawmill Parkway Residential TIF Area.

Notwithstanding any other provision of this Agreement to the contrary, the City shall not approve any other exemptions or abatements, including, but not limited to community reinvestment area exemptions or abatements, within the Sawmill Parkway Residential TIF Area depicted on **EXHIBIT F**. The City shall also not pledge or pay TIF Revenues from the Sawmill Parkway Residential TIF Area, or enter into any agreement providing for such pledge or payment, to a third party, except as may be required in any applicable compensation agreement with the School District, until the City’s Total Balance Due has been paid in full. The Parties mutually acknowledge and agree that this Section 4.6 is specifically intended to prioritize payment of TIF Revenues from the Sawmill Parkway Residential TIF Area to the County, as contemplated in Section 4.4(c)(iv), until the City’s Total Balance Due has been paid in full. The County agrees that it will not object to the ordinance of the City that will enact the TIF Exemption for the Sawmill Parkway Residential TIF Area under Section 5709.40(E) of the Ohio Revised Code. That ordinance shall be considered part of the City’s TIF Legislation under the Agreement.

- E. Miscellaneous.
 - (1) Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
 - (2) Captions. The captions and headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Amendment.
 - (3) Effective Date. This Amendment shall become effective on the date set forth in the preamble hereto.
 - (4) Executed Counterparts. This Amendment may be executed in several counterparts (including counterparts executed or transmitted by electronic means), each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Amendment to produce or account for more than one of those counterparts.
 - (5) Representations and Covenants. Each Party hereby reaffirms and restates the representations and covenants set forth in Article III of the Original Agreement with respect to this Amendment. All representations and covenants shall survive the execution and delivery of this Amendment.
 - (6) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Amendment and as such are incorporated herein by reference.
 - (7) Effect on Remaining Provisions. All other terms and conditions of the Original Agreement not amended herein shall remain in full force and effect.

(Copies of Exhibits are attached to the original amendment on file with the Clerk and shall be maintained with the original amendment in accordance with the applicable records retention schedule(s).)

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026

12
RESOLUTION NO. 26-312

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2027 FOR THE SLATE LICK LATERAL #1 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff recommend finalizing the schedule of maintenance base, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Slate Lick Lateral #1 Drainage Improvement Project; and

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

Name: Slate Lick Lateral #1
Account: 2511
Organization: 21911401
Amount: \$9,967.41
2027 Collection: 5.0%

Maintenance Easement Description: (Map available at Engineer's Office)

Beginning at Point A approximately 95 feet east of the centerline of N. Three B's & K Road and approximately 6 feet south of the edge of drive for 2978 N. Three B's & K Road and extending to Point D approximately 610 feet west of the centerline of N. Three B's & K Road.

A to B
15 feet right of subsurface drain
15 feet left of subsurface drain

B to C
15 feet right of subsurface drain
25 feet left of top of bank

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the final schedule of maintenance base, establishes the Maintenance Account and approves the Maintenance Easements for the Slate Lick Lateral #1 Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2027;

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

BE IT FURTHER RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment.

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

13
RESOLUTION NO. 26-313

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
52811147-5720	BR DI Fancher Road/Interest Payments-Bonds	1.00
66711900-5410	Capital Development Projects/Building and Improve >25,000	3,885,000.00

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

**14
RESOLUTION NO. 26-314**

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF VARIOUS COUNTY DEPARTMENTS:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the county commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program, TIPS Contract 190402 (the “Program”);

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the EMS Department, the Facilities Department, the Auditor’s Office, and the Sewer District for the following reasons: four (4) existing vehicle leases with Enterprise are set to expire, and one (1) existing vehicle is at the end of its useful service life.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Lease Rate Quote for each vehicle, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, and Credit Application with Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Department	Vehicle Type	2026 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
EMS	Passenger Van	Chrysler Voyager	\$9,323.40	1	\$9,323.40
Facilities	Work Van	Chevy Express 2500	\$10,878.72	1	\$10,878.72
Auditor	SUV	Nissan Rogue	\$6,251.52	1	\$6,251.52
Regional Sewer	Pickup Truck	RAM 1500	\$9,361.56	2	\$18,723.12
			TOTAL	5	\$45,176.76

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

**15
RESOLUTION NO. 26-315**

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR HOWARD FARMS SECTION 5:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Howard Farms Section 5;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Howard Farms Section 5:

**OWNER’S AGREEMENT
PROJECT NUMBER: 26024**

THIS AGREEMENT, executed on this 4th day of May, 2026, between HOMEWOOD CORPORATION, hereinafter called “OWNER” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

project described as Howard Farms Sec 5, further identified as Project Number 26024 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 Forty-Three Thousand Dollars and No Cents (\$43,000.00) 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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

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	\$1,085,500.00
CONSTRUCTION BOND AMOUNT	\$1,085,500.00
MAINTENANCE BOND AMOUNT	\$108,600.00
INSPECTION FEE DEPOSIT	\$43,000.00

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

**16
RESOLUTION NO. 26-316**

IN THE MATTER OF APPROVING PLANS AND SPECIFICATIONS, AND SETTING THE BID DATE AND TIME, FOR DEL-TR042-0.061 DENT ROAD BRIDGE REPLACEMENT:

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

WHEREAS, the Delaware County Engineer recommends approval of the plans, bid specifications, and bid opening date and time for DEL-TR042-0.061 Dent Road Bridge Replacement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the plans, bid specifications, and bid opening date and time for DEL-TR042-0.061 Dent Road Bridge Replacement, and authorizes the County Engineer to advertise for bids in accordance with the following Public Notice:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, June 2, 2026, at which time they will be publicly received and read aloud, for the project known as:

**DEL-TR042-0.061
Dent Road Bridge Replacement**

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

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

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

The Owner requires that all work associated with the project be completed before December 1, 2026. The estimated commencement of work date is June 15, 2026. This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

comply with all applicable provisions.

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

Delaware County Engineer’s Office website advertisement dates: May 8, 2026

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

**17
RESOLUTION NO. 26-317**

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

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

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

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

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0111	CONSOLIDATED COOP	MINK ST BTW BROWN & MARSH	FIBER OPTIC CABLE
UT2026-0112	CINCINNATI BELL	TARTAN FIELDS DR	FIBER OPTIC CABLE
UT2026-0113	SPD PERMITTING	BRAYMOORE DR	BORING
UT2026-0114	CINCINNATI BELL	HYATTS RD	FIBER OPTIC CABLE
UT2026-0115	FRONTIER COMM	OSTRANDER & CR-163	FIBER OPTIC CABLE
UT2026-0116	PEARCE FOR FRONTIER	MULTIPLE	FIBER OPTIC CABLE
UT2026-0117	CROWN CASTLE	S OLD STATE RD	AERIAL FIBER

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

**18
9:45A.M. -PUBLIC HEARING ON THE APPLICATION TO ADD CERTAIN REAL PROPERTY TO THE EVANS FARM NEW COMMUNITY AUTHORITY DISTRICT**

The Board of Commissioners opened the hearing at 10:13 A.M.

The Board of Commissioners closed the hearing at 10:17 A.M.

RESOLUTION NO. 26-318

RESOLUTION APPROVING THE APPLICATION TO ADD A PARCEL OF REAL PROPERTY TO THE EVANS FARM NEW COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE EVANS FARM NEW COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Bavelis Zenios Development, LLC, as developer of the Evans Farm New Community Authority (the “Authority”), filed an application (the “Application”) on March 25, 2026, with the Board of County Commissioners of Delaware County, Ohio (the “Board”) to add a certain parcel of real property controlled by Bavelis Zenios Development, LLC to the territory comprising the Authority (the “District”) and to amend the petition (the “Petition”) as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Board determined that the Application is sufficient, in form and substance, by adoption of Resolution No. 26-220 on April 2, 2026; and

WHEREAS, this Board is the “organizational board of commissioners,” as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on May 4, 2026, and pursuant to section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with section 349.03 of the Revised Code;

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

Section 1. The Board finds and determines that the addition of property to the District will be conducive to the

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in section 349.01(A) of the Revised Code.

Section 2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

Section 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.

Section 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

EXHIBIT A

Approximately 18.117 acres of the following legal description, consisting of parcel identification number 418-340-01-049-000 in the records of the Delaware County Auditor as of the date of this Resolution.

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

19
10:00A.M.- FINAL PUBLIC HEARING FOR THE PROPOSED VACATION OF A PORTION OF THE EXISTING MCNAMARA DITCH AND DRAINAGE EASEMENT AND THE CREATION OF A NEW RELOCATED SECTION OF THE DITCH WITH A NEW EASEMENT

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

The Board of Commissioners opened the hearing at 10:18 A.M.

The Board of Commissioners closed the hearing at 10:23 A.M.

RESOLUTION NO. 26-319

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT, AFFIRMING THE ORDER, AND CONFIRMING THE ASSESSMENTS FOR THE VACATION OF A PORTION OF THE EXISTING MCNAMARA DITCH AND DRAINAGE EASEMENT AND THE CREATION OF A NEW RELOCATED SECTION OF THE DITCH WITH A NEW EASEMENT:

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

WHEREAS, on November 20, 2020, a Drainage Improvement Petition for the vacation of a portion of the existing McNamara Ditch and Drainage Easement and the creation of a new relocated section of the ditch with a new easement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on June 17, 2021, the Board adopted Resolution No. 21-559, finding and determining that the proposed relocated improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs and directing the Delaware County Engineer to proceed with preparation of reports, plans, and schedules for the proposed vacation of a portion of the existing McNamara Ditch and drainage easement and the creation of a new relocated section of the ditch with a new easement; and

WHEREAS, on May 4, 2026, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the vacation of a portion of the existing McNamara ditch and drainage easement and the creation of a new relocated section of the ditch with a new easement; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby finds and determines that the portion of the existing McNamara Ditch and drainage easement described in the petition has ceased to be a public utility, that the public welfare no longer demands the maintenance thereof, and that its vacation will be to the advantage of the public welfare. The Board hereby also finds and determines that the creation of a new relocated section of the ditch with a new easement as described in the petition is necessary, that the improvement will be conducive to the public welfare, and that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer. The Board hereby declares the portion of the existing McNamara Ditch and drainage easement described in the petition to be vacated and abandoned as a public ditch or drain and its location and establishment held for naught, and the Board hereby approves the location and establishment of the new relocated section of the improvement as described in the petition.

Section 2. The Board hereby approves and confirms the revised schedule of maintenance base and construction cost assessment for the improvement.

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

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

20

ADMINISTRATOR REPORTS

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

21

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell – attended a Regional Planning Meeting on Wednesday, he also attended an Awards Ceremony at Liberty High School honoring 2 students who finished in first and second place in a National C-

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2026**

SPAN competition. He also attended the Shred event hosted by DKMM on Saturday. He will be speaking at a Genoa Business Association meeting this week and working the polls on Tuesday.

Commissioner Benton – gave reminder to vote tomorrow and gave an update about refinancing bonds to save the tax payers money.

RECESS AT 10:30 A.M. / RECONVENE AT 1:30 P.M.

24

**1:30P.M. -VIEWING FOR CONSIDERATION OF THE BAINBRIDGE MILLS PHASE 1
SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PETITION**

(With the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015)

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners