

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 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. 26-368

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 28, 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 May 28, 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. 26-369

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0529:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0529 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2600677 (GOTCO)	Facilities Department Contract	10011105-5328	\$30,000.00
P2601958 (Bound Tree)	EMS Medical supplies	10011303-5244	\$15,000.00
P2601229 (Zoll Medical)	EMS Medical supplies	10011303-5244	\$40,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2603407	NORFIELD	UTILITY LOCATING	66211900 -	\$9,750.00
	DEVELOPMENT	SOFTWARE RENEWAL	5321	
	PARTNERS LLC	7 6 26-7 6 27		

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

4
RESOLUTION NO. 26-370

IN THE MATTER OF APPROVING THE AMENDMENT FORM TO THE GRANT AGREEMENT AND FUNDING APPLICATION BY AND BETWEEN THE STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES, AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the amendment form to the Grant Agreement and Funding Application by and between the State of Ohio, Department of Youth Services, and the Delaware County Board of County Commissioners on behalf of the Delaware County Juvenile Court;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the amendment form to the Grant Agreement and Funding Application by and between the State of Ohio, Department of Youth Services, and the Delaware County Board of County Commissioners on behalf of the Delaware County Juvenile Court, as follows:

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OHIO DEPARTMENT OF YOUTH SERVICES
JUVENILE COURT GRANT

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County: _____	Amendment # _____
Allocations	
FY 2026 Tentative Base Allocation (YSG/510)	(1A) \$ 290,651.00
FY 2026 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ 689,283.21
FY 2026 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2026 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2026 Competitive RECLAIM Allocation	(5A) \$ 75,000.00
FY 2026 JDAI Allocation	(6A) \$ _____
FY 2026 Y/E EVB Program Development Allocation	(7A) \$ _____
FY 2026 Behavioral Health/Juvenile Justice (BHJJ)	(8A) \$ _____
Allocations Subtotal	(A) \$ 1,054,934.21
Tentative Carryover Balance as of 6/30/25 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ 253,088.73
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ 42,770.34
JDAI Carryover	(4B) \$ 62,000.00
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B) \$ 26,500.00
Behavioral Health/Juvenile Justice (BHJJ)	(6B) \$ _____
Tentative Carryover Subtotal	(B) \$ 384,359.07
Carryover Limit (25% of Total FY 2024 RECLAIM and Youth Services Grant Allocations)	(C) \$ 151,415.68
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ 101,673.05
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption	(3D) \$ 42,770.34
JDAI Exemption	(4D) \$ 62,000.00
Y/E EVB Program Development	(5D) \$ 26,500.00
Behavioral Health/Juvenile Justice (BHJJ)	(6D) \$ _____
Total Exemptions	(D) \$ 232,943.39
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ _____
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Y/E EVB Program Development	(5E) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2026 payments)	(E) \$ -
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ 1,233,022.94
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ 117,770.34
JDAI	(4F) \$ 62,000.00
Y/E EVB Program Development	(5F) \$ 26,500.00
Behavioral Health/Juvenile Justice (BHJJ)	(6F) \$ _____
Total Available FY 2026 Program Funds	(F) \$ 1,439,293.28
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ 939,369.23
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ 80,998.76
JDAI Estimated Program Costs	(4G) \$ _____
Y/E EVB Program Development Costs	(5G) \$ 20,000.00
Behavioral Health/Juvenile Justice (BHJJ)	(6G) \$ _____
Total Estimated FY 2026 Expenditures	(G) \$ 1,040,367.99
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ 293,653.71
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ 36,771.58
JDAI Unallocated	(4H) \$ 62,000.00
Y/E EVB Program Development Unallocated	(5H) \$ 6,500.00
Behavioral Health/Juvenile Justice (BHJJ)	(6H) \$ _____
Total Unallocated FY 2026 Funds	(H) \$ 398,925.29
* Supplemental Allocation included in RECLAIM amount	

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for the Bluffs at Alum Creek;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for the Bluffs at Alum Creek:

DEVELOPER’S AGREEMENT
PROJECT NUMBER: 26019

THIS AGREEMENT made and entered into this 1st day of June 2026 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Bluffs at Alum Creek (the “Development”), which will include a new roadway access to Comfrey Dr and contribute to the need for improvements to 3B’s and K Rd (CR-35) or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the “Improvements”).
- 2) On or before June 1, 2026, the **OWNER** shall pay to the **COUNTY** Three Hundred Fifty-Nine Thousand Dollars and No Cents (\$359,000.00), mutually agreed to be the **OWNER’S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Comfrey Dr, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** may provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Three Hundred Fifty-Nine Thousand Dollars and No Cents (\$359,000.00), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **County’s** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

7
RESOLUTION NO. 26-373

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR GREEN MEADOWS DRIVE IMPROVEMENTS:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Green Meadows Drive Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Green Meadows Drive Improvements:

OWNER’S AGREEMENT
PROJECT NUMBER: 26029

THIS AGREEMENT made and entered into this 1st day of June 2026 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the

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COUNTY, and SUMMIT REAL ESTATE GROUP hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled Green Meadows Drive Improvements which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$41,700.00 payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and current “**Subdivision Regulations of Delaware County, Ohio**”. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit inspection fees in the amount of \$3,300.00, estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the project and acceptance of the improvements by **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than June 30, 2027** and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER’S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

8
RESOLUTION NO. 26-374

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

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

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

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

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PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0133	CINCINNATI BELL	MAXTOWN RD	FIBER OPTIC CABLE
UT2026-0134	BRIGHTSPEED	CENTER VILLAGE RD	NEW POLE PLACEMENT
UT2026-0135	AEP OHIO/WSP	GORSUCH RD	POLE REPLACEMENT
UT2026-0136	CINCINNATI BELL	PEACHBLOW RD & NORTH RD	FIBER OPTIC CABLE
UT2026-0137	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0138	SPD PERMITTING	CONCORD BEND DR	BURIED CABLE
UT2026-0139	FRONTIER COMM.	STOVER RD & NEWHOUSE RD	FIBER OPTIC CABLE
UT2026-0140	CLEAR CREEK ENTER.	WORTHINGTON RD/LEWIS CEN	REPLACE FIBER COND.
UT2026-0141	FIBER ASSET CO LLC	E POWELL RD	AERIAL FIBER INSTALL
UT2026-0142	SPD PERMITTING	LEWIS CENTER RD	BURIED CABLE
UT2026-0143	DEL-CO WATER	S SECTION LINE RD & HYATTS	WATER LINE RELOC.
UT2026-0144	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0145	SUBURBAN NATURAL GAS	COURTYARDS AT EVANS F.	GAS MAIN
UT2026-0146	COLUMBIA GAS	PLUMB CREEK DR	GAS PIPELINE

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

9
RESOLUTION NO. 26-375

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BYERS, MINTON & ASSOCIATES, LLC FOR GOVERNMENT AFFAIRS CONSULTING SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the County Administrator recommends approval of an agreement between the Delaware County Board of Commissioners and Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the agreement with Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County, as follows:

**PROFESSIONAL SERVICES AGREEMENT
Government Affairs Consulting**

This Agreement is made and entered into on June 1, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Byers, Minton & Associates, LLC, 88 East Broad Street, Suite 1650, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide government affairs consulting services to the County (the “Services”). The County is authorized to contract for the Services, pursuant to section 9.36 of the Revised Code, for the following purposes: (a) keeping the County informed of legislation and regulations that affect County rights and obligations; (b) assisting the County in organizing its operations and finances to address changes in legislation and regulations; and (c) identifying, proposing, and advocating for legislation and regulations that benefit County operations.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant’s Proposal presented to the County on May 20, 2026 (the “Proposal”), which is attached hereto and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior

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understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed \$66,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.
- 4.3 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal and subject to approval by the County Administrator.
- 4.4 Invoices shall be submitted to the County Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 4.5 The County shall pay invoices within thirty (30) days of receipt.

5 COMMENCEMENT AND COMPLETION OF SERVICES; TERM; TERMINATION

- 5.1 The Consultant shall commence Services on August 1, 2026 and shall complete the Services in accordance with the Proposal at the County Administrator's direction. The term of this Agreement shall continue through July 31, 2027, unless earlier terminated as provided herein.
- 5.2 Upon expiration of the term of this Agreement, the Parties may let the Agreement expire, renew for an additional agreed upon term, or continue on a month-to-month basis at a monthly compensation rate agreed to in a writing signed by both Parties.
- 5.3 The County or the Consultant may, upon at least thirty (30) days' written notice, suspend or terminate this Agreement for any reason, at which time the Consultant shall suspend or terminate Services in accordance with the written notice.
- 5.4 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the effective date of termination. The County is not liable for payment for Services performed after the effective date of termination.

6 CHANGE IN SCOPE OF SERVICES

- 6.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.

7 OWNERSHIP

- 7.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 7.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed calculations, reports, and any other tangible written or electronic work produced in accordance with the Agreement.
- 7.3 This section does not require unauthorized duplication of copyrighted materials.

8 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 8.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 8.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

9 INDEMNIFICATION

- 9.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other

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liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

- 9.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

10 INSURANCE

- 10.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the County Administrator determines will reasonably protect the County and Consultant.
- 10.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
- 11.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(A copy of the Proposal is attached to the execution copy of the Agreement and shall be retained in accordance with the applicable records retention schedule.)

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

**10
ADMINISTRATOR REPORTS
-no reports**

**11
COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Lewis
-no reports**

**Commissioner Merrell
-on Friday attended the CCAO Regional Meeting in Marion with Commissioner Benton and CA Davies
-Olentangy High School Ground Breaking**

**Commissioner Benton
-on Friday attended the CCAO Regional Meeting in Marion with Commissioner Merrell and CA Davies
-Olentangy High School Ground Breaking
-Memorial Golf Tournament starts this week**

**12
RESOLUTION NO. 26-376**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, SALE OF PROPERTY AT COMPETITIVE BIDDING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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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 appointment of a public employee or public official, sale of property at competitive bidding.

Section 2. The Board hereby adjourns into 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.

Section 3. The Board hereby finds and determines that the information listed in Section 2 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.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 26-377

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 Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners