

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 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

9:45 A.M. Hearing 2026 Annual Action Plan for the Community Development Block Grant (CDBG) Program

10:00 A.M. Public Hearing For Consideration Of The Zerbe-O’Keefe #265 Watershed Drainage Improvement Project

1
RESOLUTION NO. 26-428

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETINGS HELD JUNE 15, 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 June 15, 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 - NONE

3
RESOLUTION NO. 26-429

IN THE MATTER OF APPROVING PURCHASE ORDERS:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2601852 line 1	Benson Fire	10011105-5328	\$3,000.00
P2601852 line 2	Benson Fire	10011105-5328	\$2,000.00
P2603212	NYAP	22511607-5350	\$201,548.43
P2603213	New Beginnings	22511607-5350	\$228,692.14
P2603215	Buckeye Ranch	22511607-5350	\$32,895.00
P2603042	Kids Count Too	22511607-5350	\$26,316.00
P2603043	L Strong Group	22511607-5350	\$366,282.00
P2603049	DTAC of Ohio	77361612-5348	\$12,570.00
P2600666	BEEMS	10011106-5228	\$60,000.00
P2600320	Frontier	10011105-5330	\$2,400.00
P2600664	Granite	10011105-5330	\$9,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2603545	FRIENDS SERVICE CO INC	FURNITURE - DOG SHELTER	20411305 - 5260	\$21,112.56
R2603583	ABLE FENCE OF COLUMBUS INC	REPLACE BYXBE DAMAGED GATE	60111901 - 5370	\$9,139.00
R2603609	DXP ENTERPRISES	PARTS FOR RAS PUMP REBUILD	66211900 - 5228	\$5,254.76

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026

4

RESOLUTION NO. 26-430

IN THE MATTER OF A NEW LIQUOR LICENSE FROM SR SQUARE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D1, D2 and D3 license from SR Square LLC, located at 66 Hyatts Road STE J&K Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

5

RESOLUTION NO. 26-431

IN THE MATTER OF ACCEPTING AND APPROVING THE RECOMMENDATION OF THE UNION COUNTY BOARD OF COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 40% FOR THE OTTAWA RUN JOINT COUNTY DITCH:

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

WHEREAS, the Union County Board of Commissioners has received a recommendation from the Union County Engineer and the Union County Soil and Water Conservation District for continuance of the Ottawa Run Joint County Ditch Maintenance Assessment at 40%;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts and approves the recommendation of the Union County Board of Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Run Joint County Ditch Maintenance Assessment at 40%.

FURTHER, BE IT RESOLVED that the Clerk to the Delaware County Board of Commissioners will send a certified copy of this Resolution to the Union County Board of Commissioners.

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

6

RESOLUTION NO. 26-432

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Assistant Chief Jeremy Miller attend EMS World Expo in Orlando, Florida September 30, 2026, to October 3, 2026, at the cost of \$1,459.45 (fund number 10011303).

The Economic Development Department is requesting a \$50.00 amendment to Chad Smith’s travel to attend SelectUSA event in National Harbor, MD (fund number 21011113).

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

7

RESOLUTION NO. 26-433

IN THE MATTER OF APPROVING THE REQUEST FOR QUALIFICATIONS AND TECHNICAL PROPOSALS FOR AN NFPA 70E ARC FLASH AND 70B ELECTRICAL MAINTENANCE PROGRAM ASSESSMENT FOR DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Deputy County Administrator and staff recommend approving a request for qualifications and technical proposals for an NFPA 70E Arc Flash and NFPA 70B Electrical Maintenance Program Assessment;

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the request for qualifications and technical proposals for an NFPA 70E Arc Flash and NFPA 70B Electrical Maintenance Program Assessment for Delaware County Facilities and authorizes issuance of the request, including the following public notice:

**Public Notice
REQUEST FOR QUALIFICATIONS AND TECHNICAL PROPOSALS
NFPA 70E ARC FLASH AND 70B ELECTRICAL MAINTENANCE PROGRAM ASSESSMENT
FOR DELAWARE COUNTY FACILITIES
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners, in accordance with Section 153.65, et seq., of the Ohio Revised Code, hereby gives notice of its intent to employ a professional engineering firm to perform an NFPA 70E Arc Flash Analysis and NFPA 70B Electrical Maintenance Program Assessment for Delaware County Facilities for Delaware County, Ohio, and invites interested parties to submit qualifications and technical proposals for consideration.

Firms are to be experienced in, but services will not be limited to, performing field assessments, verifying and/or developing electrical system models, programs, and procedures, delivering electrical training and competency evaluations, ensuring compliance with applicable NFPA standards, and providing recommendations related to electrical safety, maintenance practices, personal protective equipment, and documentation.

The complete Request for Qualifications and Technical Proposals may be obtained at the County’s web page, <http://www.co.delaware.oh.us> under the heading “Public Notices and Bids” or by contacting the Delaware County Safety Coordinator at (740) 833-2114, emailing lhatcher@co.delaware.oh.us, or in person at 91 North Sandusky Street, Delaware, OH 43015 during normal business hours.

Statements of Qualifications and Technical Proposals will be received at the Delaware County Commissioners’ Office, Attention: Mrs. Laura Hatcher, Safety Coordinator, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:00 PM on July 24, 2026**. Responses received after the due date and time will not be considered.

All questions should be directed to Laura Hatcher, lhatcher@co.delaware.oh.us. To receive consideration, questions must be received no later than **4:00 PM on July 10, 2026**. Written addenda will be issued as needed; oral statements may not be relied upon. One original hard copy and one electronic copy (in PDF format) of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

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

**§
RESOLUTION NO. 26-434**

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant #	2027 VOCA/SVAA
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2026 – September 30, 2027

Federal Grant Requested Amount:	\$ 63,781.20
Local Match:	<u>\$ 15,945.30</u>
Total VOCA Grant Amount:	\$ 79,726.50

Grant #	2027 VOCA/SVAA
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2026 – September 30, 2027

State Grant Requested Amount:	\$ 2,106.00
Local Match:	<u>0.00</u>
Total SVAA Grant Amount:	\$ 2,106.00

Total Grant Amount:	\$ 81,832.50
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The authorization of us to apply for this grant allows us to continue to employ our Victim Services Director and three Victim Services Assistants. Without these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026

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

9

RESOLUTION NO. 26-435

IN THE MATTER OF ESTABLISHING NEW ORGANIZATION KEYS AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE EMERGENCY MANAGEMENT AGENCY:

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

New Organization Keys

21581314 LEPC Emergency Planning
21581315 2025-2027 HMEP Grant

Supplemental Appropriations

21581301-5321	Emergency Management Agency/Software Licenses-Subscriptions	3,000.00
21581315-5310	2025-2027 HMEP Grant/Travel - nontaxable	1,700.00
21581315-5365	2025-2027 HMEP Grant/Grant Related Services	12,900.00

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

10

RESOLUTION NO. 26-436

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENTS FOR BERLIN FARM WEST SECTION 8 AND BERLIN FARM WEST SECTION 9:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Berlin Farm West Section 8 and Berlin Farm West Section 9;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Berlin Farm West Section 8 and Berlin Farm West Section 9:

Berlin Farm West Section 8:

OWNER’S AGREEMENT
PROJECT NUMBER: 24087

THIS AGREEMENT, executed on this 22nd day June, 2026, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm West Sec 8 further identified as Project Number 24087 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.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Four Thousand Nine Hundred Dollars and No Cents (\$34,900.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

Berlin Farm West Section 9:

OWNER'S AGREEMENT
PROJECT NUMBER: 25035

THIS AGREEMENT, executed on this 22nd day of June, 2026, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called "OWNER" the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm West Sec 9 further identified as Project Number 25035 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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

construction as shown in Exhibit "A" attached hereto.

2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty-Five Thousand Eight Hundred Dollars and No Cents (\$35,800.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY,

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

OHIO, hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

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

11

RESOLUTION NO. 26-437

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WSP USA INC., FOR THE PROJECT KNOWN AS DEL-CR5-2.15, S. SECTION LINE ROAD AND CLARK-SHAW ROAD INTERSECTION:

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

WHEREAS, section 305.15 of the Revised Code provides that a board of commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing services for the project known as DEL-CR5-2.15 to S. Section Line Road and Clark-Shaw Road; and

WHEREAS, the County Engineer has selected the consulting firm WSP USA, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services, and requests that the Board enter into a Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

PROFESSIONAL SERVICES AGREEMENT

DEL-CR5-2.15 ~ S Section Line Road and Clark-Shaw Road Intersection Contract #E2509

This Agreement is made and entered into this 22nd day of June, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and WSP USA Inc., Two Miranova Place, Suite 450, Columbus, Ohio 43215, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant shall provide professional design services to the County for the road improvement project known as S Section Line Road and Clark-Shaw Road Intersection (DEL-CR5-2.15, PID 2509), consisting of a new single-lane roundabout with lighting and drainage improvements at the intersection of S Section Line Road and Clark-Shaw Road, such professional design services including the preparation of construction and right-of-way plans (the “Services”).

1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 The Services shall be more fully described in, and rendered by the Consultant in accordance with, the following documents, to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:

1.3.1 DCEO Scope of Services last revised: May 27, 2026

1.3.2 DCEO Narrative last revised: May 27, 2026

1.3.3 Price Proposal last revised: May 11, 2026

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.

2.2 The Project Manager shall have authority to review and order changes in writing, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:

a. For all Services described in the Proposal as “Authorized Fee,” the lump sum fee shall be \$340,834.00.

b. For all Services described in the Fee Proposal as “If Authorized,” payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed \$77,823.00.

4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.

4.3 Total compensation under this Agreement shall not exceed \$418,657.00 without a subsequent written

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

modification signed by both Parties.

4.4 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 as set forth in the Scope of Services.

5 NOTICES

5.1 "Notices" issued under this Agreement shall be served in writing by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Delaware County Engineer Attn: Tiffany A. Jenkins, P.E.
Address: 1610 State Route 521, P.O. Box 8006, Delaware, Ohio 43015
Telephone: 740-833-2400
Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: WSP USA Inc.
Jared R. Love, Vice President
Address of Firm: Two Miranova Place, Suite 450
City, State, Zip: Columbus, OH 43215
Telephone: 614-791-5388
Email: Jared.Love@wsp.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.

6.2 Invoices shall be submitted to the Project Manager 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 requested to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services by December 31, 2029.

7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8.3 Consultant Termination Rights: Consultant may terminate this Agreement upon written notice to the County under any of the following circumstances: (a) material breach by the County that remains uncured thirty (30) days after written notice from Consultant; (b) non-payment of undisputed invoices more than sixty (60) days after the payment due date; or (c) suspension of work by the County for more than ninety (90) consecutive days. Upon termination by Consultant under this section, Consultant shall be entitled to payment for all Services performed and expenses incurred through the date of termination.

9 CHANGE IN SCOPE OF SERVICES

9.1 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 take effect unless and until approved in a writing signed by both Parties.

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other part without the express, written consent of the County.

12 INDEMNIFICATION

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

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

13 INSURANCE

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

14.7 Dispute Resolution: In the event of any dispute arising under this Agreement, the Parties agree to the following dispute resolution process:

14.7.1 Initial Escalation: Any dispute shall first be escalated from the project level to the management level of both Parties for good faith negotiation.

14.7.2 Mediation: If the dispute cannot be resolved through management-level negotiation within thirty (30) days, the Parties shall submit the dispute to mediation before a mutually agreed upon mediator.

14.7.3 Litigation: If mediation fails to resolve the dispute within sixty (60) days, either Party may pursue litigation in the courts of Delaware County, Ohio, as specified in Section 14.3.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

14.8 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

14.9 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

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

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

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

14.13 Third Party Reliance: The work product and deliverables prepared by Consultant under this Agreement are intended solely for the use of the County in connection with this specific project. No third party is entitled to rely on Consultant's work product or deliverables. Any reuse, modification, or misuse of Consultant's professional work product by third parties or the County for purposes other than this project is at the County's sole risk and responsibility. Consultant disclaims any liability to third parties arising from such reuse, modification, or misuse.

14.14 Limitation of Consequential Damages: Notwithstanding any other provisions of this Agreement, each Party, on behalf of itself, its parent, affiliates and the directors, officers and employees of such parties, waives all claims against the other for any indirect, incidental, special, exemplary, punitive, or consequential damages whatsoever incurred by such Party, however caused, whether or not the other party had or should have had knowledge of such damages, and on any theory of liability, whether in contract, strict liability, tort, negligence, or otherwise (including, but not limited to loss of use, loss of opportunity, loss of profits, or business interruption) arising in any way out of this Agreement and the work performed as a result of this Agreement.

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

12

RESOLUTION NO. 26-438

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

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

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

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

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0154	PEARCE SERVICES	HOME RD	FIBER OPTIC CABLE
UT2026-0155	COLUMBIA GAS	SAWMILL PKWY	GAS LINE
UT2026-0156	AEP	S CO. LINE & VANS VALLEY	AERIAL LINES
UT2026-0157	AEP	MULTIPLE ROADS	AERIAL LINES
UT2026-0158	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0159	COLUMBIA GAS/ NISOURCE	SPARKS DR & INDIGO DR	NEW GAS LINE

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026

Other Business

RESOLUTION NO. 26-439

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of some regular sessions of the Board's meetings, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from June 23, 2026 through June 28, 2026, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners' departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 24-348, which shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, from June 23, 2026 through June 28, 2026, the Board hereby designates the Deputy Administrator/Director of Administrative Services as the Acting County Administrator with authority to perform all functions delegated in Section 1. In the event the County Administrator and Deputy Administrator/Director of Administrative Services are both absent, from June 23, 2026 through June 28, 2026, the Board hereby designates the Deputy Administrator/General Counsel as the Acting County Administrator with authority to perform all functions delegated in Section 1.

Section 4. This Resolution shall take effect immediately upon adoption.

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

13
JUSTIN NAHVI, DIRECTOR OF FINANCE
CAROLYN THURMAN WITH CIVIC UPLIFT

9:45A.M. HEARING 2026 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The Board of Commissioners opened the hearing at 9:46 A.M.

The Board of Commissioners closed the hearing at 10:01 A.M.

14
10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF THE ZERBE-O'KEEFE #265 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:02 A.M.

The Board of Commissioners closed the hearing at 10:27 A.M.

The Zerbe-O'Keefe #265 Drainage improvement project has 2 parts
Section 1
Section 2

RESOLUTION NO. 26-440

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
ACKNOWLEDGING RECEIPT OF THE WRITTEN OBJECTIONS AND EXCEPTIONS TO THE
ASSESSMENTS FILED IN THE PROCEEDINGS FOR THE ZERBE-O'KEEFE #265 WATERSHED
DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, on November 22, 2019, a Drainage Improvement Petition for the Zerbe-O'Keefe #265 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on June 10, 2021, the Board adopted Resolution No. 21-520, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Zerbe-O'Keefe #265 Watershed Drainage Improvement Project; and

WHEREAS, the Board scheduled a final hearing on the Zerbe-O'Keefe #265 Watershed Drainage Improvement Project for June 22, 2026; and

WHEREAS, under the applicable law in effect at the time of the filing of the petition, on November 22, 2019, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board on or before the date fixed for the final hearing; and

WHEREAS, on June 18, 2026, Julie and Shaun Havens submitted written objections and an exception to the assessment for the Zerbe-O'Keefe #265 Drainage Improvement Petition Project (exception labeled "Exhibit AA" and available in the Commissioners' Office file for the Zerbe-O'Keefe #265 Drainage Improvement Petition Project); and

WHEREAS, on June 18, 2026, Bill and Cathy Rausch submitted written objections and an exception to the assessment for the Zerbe-O'Keefe #265 Drainage Improvement Petition Project (exception labeled "Exhibit BB" and available in the Commissioners' Office file for the Zerbe-O'Keefe #265 Drainage Improvement Petition Project); and

WHEREAS, the Board finds the exceptions to the assessments meet the facial requirements of R.C. 6131.17;

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

Section 1. The Board hereby acknowledges the receipt of the written objections filed by Julie and Shaun Havens and Bill and Cathy Rausch, which shall be accepted as the owners' remonstrances against the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby acknowledges the timely receipt of the exceptions to the assessments filed by Julie and Shaun Havens and Bill and Cathy Rausch, to the extent it is submitted as an exception to the county engineer's schedules of assessments, pursuant to section 6131.17 of the Revised Code.

Section 3. The Board of Commissioners of Delaware County, Ohio accepts for consideration the exceptions to the assessments filed by Julie and Shaun Havens and Bill and Cathy Rausch for the Zerbe-O'Keefe #265 Drainage Improvement Petition Project (exceptions to the assessments labeled "Exhibit "AA" and Exhibit "BB" and available in the Commissioners' Office file for the Zerbe-O'Keefe #265 Drainage Improvement Petition Project).

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

RESOLUTION NO. 26-441

**IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND
DISMISSING THE PETITION FOR THE ZERBE-O'KEEFE #265 (SECTION 1) WATERSHED
DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING
REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT;
THE IMPROVEMENT IS NOT NECESSARY; OR THE IMPROVEMENT IS NOT CONDUCTIVE
TO THE PUBLIC WELFARE:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to set aside the order for and dismiss the petition for the Zerbe-O'Keefe #265 (section 1) Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

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

RESOLUTION NO. 26-442

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

ZERBE-O'KEEFE #265 (SECTION 1) WATERSHED DRAINAGE IMPROVEMENT PROJECT, INCLUDING THE COSTS INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES, BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE FINAL HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Zerbe-O'Keefe #265 (section 1) Watershed Drainage Improvement Project, including the costs incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules, shall be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the final hearing, and that the land owners shall be given the option to pay the costs in a single installment or over two years, in semi-annual installments, as taxes are paid. No interest shall be charged on the installments.

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

15

ADMINISTRATOR REPORTS - NONE

16

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Will attend Regional Planning this afternoon
-Gave a tour to two individuals interested in the county that he previously worked with on the voting polls

Commissioner Lewis

-Thankful for all the Railroad crossing updates
-Asked about construction near Piatt and Cheshire
 -single family residential development

Commissioner Benton

-no session Thursday
-Will attend Regional Planning Thursday
-Reminded the Enhancement Grant opened and submittals are due by 4pm on July 9th

17

RESOLUTION NO. 26-443

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, COMPENSATION, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, PENDING OR IMMINENT LITIGATION, AND TO CONSIDER AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of employment, compensations, to consider the purchase of property for public purposes, pending or imminent litigation, and to consider confidential information related to economic development.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2026**

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

18

RESOLUTION NO. 26-444

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

Vote on Motion Mr. Merrell aye Mrs. Lewis absent Mr. Benton aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners