

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 20, 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

Absent:  
Barb Lewis, Commissioner

1  
RESOLUTION NO. 26-502

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 16, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on July 16, 2026; and

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

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

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

- 2  
PUBLIC COMMENT
- Mr. Andrew Mitchell
    - Inquiring about administrative processes
  - Mr. Rick Wieland
    - Inquiring about State of County (the upkeep of roads and right-of-ways)

3  
RESOLUTION NO. 26-503

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0717, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0717, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0717:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0717, memo transfers in batch numbers MTAPR0717, Procurement Card Payments in batch number PCAPR0717, and Purchase Orders as listed below:

| <u>Vendor</u>       | <u>Description</u>      | <u>Account</u> | <u>Amount</u> |
|---------------------|-------------------------|----------------|---------------|
| <b>PO’ Increase</b> |                         |                |               |
| P2601552            | Family Children’s First | 77361610-5348  | \$5,000.00    |
| P2601551            | Family Children’s First | 77361610-5348  | \$2,500.00    |
| P2601552 (line 3)   | Family Children’s First | 77361612-5348  | \$7,500.00    |

| <u>PR Number</u> | <u>Vendor Name</u>            | <u>Line Description</u>                  | <u>Account</u>  | <u>Amount</u> |
|------------------|-------------------------------|------------------------------------------|-----------------|---------------|
| R2603885         | TRAFFIC CONTROL PRODUCTS INC  | 3 OPTICOM KITS HIGH PRIORITY 2000 SERIES | 10011303 - 5260 | \$ 12,885.00  |
| R2603890         | COUNTY RISK SHARING AUTHORITY | TREAS CLAIM \$2,500, ENG CLAIM           | 60111901 - 5370 | \$ 27,500.00  |
| R2603892         | DLZ OHIO INC                  | TARTAN FIELDS MANHOLE REPLACEMENT        | 66611900 - 5415 | \$ 27,300.00  |
| R2603898         | MENARD INC                    | APPLIANCES - WILLIS BUILDING             | 40111402 - 5201 | \$ 4,334.16   |
| R2603898         | MENARD INC                    | APPLIANCES - WILLIS BUILDING             | 40111402 - 5260 | \$ 6,083.92   |

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

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4  
RESOLUTION NO. 26-504

IN THE MATTER OF A NEW LIQUOR LICENSE FROM ORANGE POINT 117 LLC CHATEAU WINE & SPIRITS 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 Mr. Benton, 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 C1, C2, and D2 license from Orange Point 117 LLC Chateau Wine & Spirits, Lewis Center, Ohio 43035, Orange Township; 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              absent

5  
RESOLUTION NO. 26-505

IN THE MATTER OF PROCLAIMING JULY 19-25, 2026, AS PRETRIAL, PROBATION AND PAROLE SUPERVISION WEEK IN DELAWARE COUNTY:

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

WHEREAS, community corrections is an essential part of the justice system, and community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; work in partnership with community agencies and groups; and promote prevention, intervention and advocacy for community and restorative justice; and

WHEREAS, community corrections professionals provide services, support and protection for victims; and

WHEREAS, community corrections professionals are a true force for positive change in their communities.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby proclaim July 19-25, 2026, as Pretrial, Probation and Parole Supervision Week and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

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

6  
RESOLUTION NO. 26-506

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

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

| Transfer of Funds                      |                                          |
|----------------------------------------|------------------------------------------|
| From                                   | To                                       |
| 10011110-5801                          | 22511607-4601              \$412,500     |
| Human Services/Interfund Cash Transfer | Children Services/Fund/Interfund Revenue |
|                                        |                                          |
| 22311611-5801                          | 22411601-4601              \$43,072.83   |
| Workforce Investment Act/Transfers     | JFS Income Maintenance/Interfund Revenue |
|                                        |                                          |
| 22511607-5801                          | 22411604-4601              \$703,793.80  |
| Children Services Fund/Transfers       | JFS Child Protection/Interfund Revenues  |
|                                        |                                          |

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|                                         |                                         |             |
|-----------------------------------------|-----------------------------------------|-------------|
| 22511616-5801                           | 22411604-4601                           | \$1,241.76  |
| Fellowship Project Subgrant/Transfers   | JFS Child Protection/Interfund Revenues |             |
|                                         |                                         |             |
| 77361610-5801                           | 70161603-4601                           | \$1,183.22  |
| Family Centered Svs & Support/Transfers | FCFC General/Interfund Revenue          |             |
|                                         |                                         |             |
| 77361612-5801                           | 70161603-4601                           | \$13,864.17 |
| Flexible Funding Pool/Transfers         | FCFC General/Interfund Revenue          |             |

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

**7**  
**RESOLUTION NO. 26-507**

**A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF LEVYING AN ADDITIONAL TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSES OF DEVELOPMENTAL DISABILITIES PROGRAMS AND SERVICES:**

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

**PREAMBLE**

**WHEREAS**, on June 29, 2026, the Delaware County Board of Commissioners (the “Board”) approved Resolution No. 26-450, declaring the necessity to levy a tax in excess of the ten-mill limitation for the purpose of operation of community programs and services authorized by county boards of developmental disabilities, said purpose being authorized in R.C. 5705.19(L) and R.C. 5705.222; and

**WHEREAS**, the Delaware County Auditor (“Auditor”) has certified the following information to the Board:

- 1. The total current tax valuation of Delaware County is \$14,138,050,000;
- 2. The levy’s rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor’s market value is \$63.00; and
- 3. The property tax revenue that will be produced by 1.8 mills, assuming the taxable value of Delaware County remains constant throughout the life of the levy, is calculated to be \$25,448,490.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

- 1. The Board shall proceed with the submission of the question of the tax to electors.
- 2. The rate of the tax levy, expressed in mills for each one dollar of taxable value, is 1.8 mills.
- 3. The rate of the tax levy in dollars for each one hundred thousand dollars of the Auditor’s market value, as estimated by the Auditor, is \$63.00.
- 4. Pursuant to R.C. § 5705.03(B)(1):
  - a. The proposed rate of the tax is 1.8 mills;
  - b. The purpose of the tax is the operation of community programs and services authorized by county boards of developmental disabilities, said purpose being authorized in R.C. 5705.19(L) and R.C. 5705.222;
  - c. The tax is an additional levy;
  - d. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(L), 5705.222, and 5705.25;
  - e. The term of the tax is five (5) years;
  - f. The territory where the tax is to be levied is the entire territory of Delaware County;
  - g. The date of the election at which the question of the tax shall appear on the ballot is November 3, 2026;

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- h. The ballot measure shall be submitted to the entire territory of Delaware County;
  - i. The tax will be first levied in tax year 2026 and first collected in calendar year 2027;
  - j. No territory outside Delaware County is subject to the tax.
5. The Clerk of the Board is hereby directed to **certify the levy to the Auditor AND the Board of Elections, Delaware County, Ohio (“BOE”)**. Certification shall include copies of ALL of the following documents:
- a. **Resolution of Necessity** (Resolution No. 26-450 adopted on June 29, 2026); and
  - b. **Certification of the Auditor**; and
  - c. **Resolution to Proceed** (This Resolution).

Certification shall occur by no later than **4:00 PM on August 5, 2026** (90 days prior to the Election).

The Clerk of the Board shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

6. The BOE is hereby directed to submit substantially the following question to the electors at the Election:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>OFFICIAL QUESTIONS AND ISSUES BALLOT</b><br><b>GENERAL ELECTION – NOVEMBER 3, 2026</b><br><b>DELAWARE COUNTY, OHIO</b><br><br><b>PROPOSED TAX LEVY (ADDITIONAL)</b><br><b>DELAWARE COUNTY BOARD OF</b><br><b>DEVELOPMENTAL DISABILITIES</b><br><b>DELAWARE COUNTY</b><br><br><b>A majority affirmative vote is necessary for passage</b>                                                                                                                                                                                       |                      |
| An additional tax for the benefit of the Delaware County Board of Developmental Disabilities for the purpose of the <b>OPERATION OF COMMUNITY PROGRAMS AND SERVICES AUTHORIZED BY COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES</b> , that the County Auditor estimates will collect \$25,448,490 annually, at a rate not exceeding 1.8 mills for each \$1 of taxable value, which amounts to \$63.00 for each \$100,000 of the County Auditor’s market value, for five years, commencing in 2026, first due in calendar year 2027. |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | FOR THE TAX LEVY     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | AGAINST THE TAX LEVY |

7. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
8. This Resolution shall be in full force and effect immediately upon adoption.

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

**8**  
**RESOLUTION NO. 26-508**

**IN THE MATTER OF APPROVING THE OWNER’S AGREEMENTS FOR WHISPER TRACE SECTION 2, ROADWAY IMPROVEMENT AT EAGLE CREEK HIGHLAND, AND SEVEN HILLS OF BERLIN SECTION 1:**

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Whisper Trace Section 2, Roadway Improvement at Eagle Creek Highland, and Seven Hills of Berlin Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Whisper Trace Section 2, Roadway Improvement at Eagle Creek Highland, and Seven Hills of Berlin Section 1;

**Whisper Trace Section 2:**

**OWNER’S AGREEMENT**

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**PROJECT NUMBER: 26026**

THIS AGREEMENT, executed on this 20th day July, 2026, between Robert Siekmann, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Whisper Trace 2 further identified as Project Number 26026 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.
2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Twelve Thousand Eight Hundred Dollars and No Cents (\$12,800.00) 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.

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

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

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

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

EXHIBIT "A"

|                            |              |
|----------------------------|--------------|
| CONSTRUCTION COST ESTIMATE | \$159,300.00 |
| CONSTRUCTION BOND AMOUNT   | \$159,300.00 |
| MAINTENANCE BOND AMOUNT    | \$16,000.00  |
| INSPECTION FEE DEPOSIT     | \$12,800.00  |

**Roadway Improvement at Eagle Creek Highlands:**

OWNER’S AGREEMENT  
PROJECT NUMBER: 26004

THIS AGREEMENT made and entered into this 20<sup>th</sup> day July, 2026 by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and Pulte Group hereinafter called the OWNER, as evidenced by the Engineering and Construction Plan entitled Roadway Improvement at Eagle Creek Highlands 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 \$460,900.00 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 \$36,900.00 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 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 July 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

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“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.

**Seven Hills of Berlin Section 1:**

**OWNER’S AGREEMENT  
PROJECT NUMBER: 25085**

THIS AGREEMENT, executed on this 20<sup>th</sup> day of July 2026, between Drees Homes, hereinafter called OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO COUNTY COMMISSIONERS), for the project described as Seven Hills of Berlin Sec 1 further identified as Project Number 25085 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

**OPTIONS:**

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit “A” attached hereto.

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Forty Thousand Dollars and No Cents (\$40,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER’S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit “A” for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished

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according to the approved plan and/or to the County Engineer’s satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

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

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

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

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

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

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

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

EXHIBIT "A"

|                            |                |
|----------------------------|----------------|
| CONSTRUCTION COST ESTIMATE | \$2,216,900.00 |
| CONSTRUCTION BOND AMOUNT   | \$2,216,900.00 |
| MAINTENANCE BOND AMOUNT    | \$221,700.00   |
| INSPECTION FEE DEPOSIT     | \$40,000.00    |

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

**9**  
**RESOLUTION NO. 26-509**

**IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR SEVEN HILLS OF BERLIN SECTION 1:**

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

WHEREAS, on July 20, 2026, a Ditch Maintenance Petition for Seven Hills of Berlin Section 1 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Seven Hills of Berlin Section 1, 31.366 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

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WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$647,454.65.

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

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

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

**10**  
**RESOLUTION NO. 26-510**

**IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE SUNBURY ROAD AND BIG WALNUT ROAD IMPROVEMENTS PROJECT:**

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

WHEREAS, on October 20, 2025, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 25-849, authorizing the submission of an application for funding assistance to the Ohio Public Works Commission (“OPWC”) for the Sunbury Road and Big Walnut Road Improvements; and

WHEREAS, OPWC approved the application for funding assistance, subject to the Board’s approval of a project grant agreement;

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

Section 1. The Board hereby approves the Project Grant Agreement with OPWC for the Sunbury Road and Big Walnut Road Improvements project known as OPWC Project No. DQAD07.

Section 2. The Board hereby authorizes Commissioner Barb Lewis to execute the Project Grant Agreement on behalf of the Board.

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

**11**  
**RESOLUTION NO. 26-511**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GFT INFRASTRUCTURE, INC., FOR THE PROJECT KNOWN AS DEL-CR 124-1.45, HOME ROAD AND STATE ROUTE 745 INTERSECTION IMPROVEMENTS:**

It was moved by Mr. Merrell, seconded by Mr. Benton, 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-CR 124-1.45, Home Road and State Route 745 Intersection Improvements; and

WHEREAS, the County Engineer has selected the consulting firm GFT Infrastructure Inc. through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, 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:

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**PROFESSIONAL SERVICES AGREEMENT  
DEL-CR 124-1.45  
Home Road and State Route 745 Intersection Improvements**

This Agreement is made and entered into this 20<sup>th</sup> day of July, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and GFT Infrastructure, Inc., 300 Sterling Parkway, Suite 200, Mechanicsburg, PA 17050 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

The Consultant shall provide professional design services for the preparation of construction and right of way plans in connection with the project known as DEL-CR 124-1.45, Home Road and State Route 745 Intersection Improvements, including preparation of final construction and right of way plans for a single-lane modern roundabout at the intersection of Home Road and State Route 745, (the professional design services being referred to herein as the “Services”).

- 1.1 Preliminary engineering, Environmental Engineering and Right of way Plans through Phase FE Final Tracings will be included in this contract.
- 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 further defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Scope of Services and Price Proposal dated February 25, 2026.

**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the 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 Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$298,260.00, which amount shall not be exceeded without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

**Project Manager:**

Name: Delaware County Engineer  
Attn: Ryan J. Mraz (Chief Deputy Design Engineer)

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: Rmraz@co.delaware.oh.us

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Consultant:

Name of Principal in Charge: Allen Biehl, P.E.  
 Address of Firm: The Pointe at Polaris, 8890 Lyra Drive, Suite 110  
 City, State, Zip: Columbus, OH 43240  
 Telephone: 614-753-6987  
 Email: abiehl@gftinc.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 on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer 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.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Consultant shall commence Services upon a written authorization to proceed from the County Engineer and shall complete the Services in a timely manner.
- 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 County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the 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.

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 be effective unless and until the modification is 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 party without the express, written consent of the County.

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12 INDEMNIFICATION

- 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.

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 13.2. 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

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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 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The 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.
- 14.10 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.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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|                                 |                              |             |                |               |              |              |            |              |
|---------------------------------|------------------------------|-------------|----------------|---------------|--------------|--------------|------------|--------------|
| C-R-S                           | SR 745 at CR 124 (Home Road) |             |                |               |              |              |            |              |
| Consultant:                     | GFT Infrastructure Inc.      |             |                |               |              |              |            |              |
| Agreement No.                   | 0                            |             |                |               |              |              |            |              |
| Modification No.                | 0                            |             |                |               |              |              |            |              |
| PID No.                         | 0                            |             |                |               |              |              |            |              |
| Proposal Date                   | 2/25/2026                    |             |                |               |              |              |            |              |
|                                 |                              |             |                |               |              |              |            |              |
|                                 |                              |             |                |               |              |              |            |              |
| Average Hourly Rate             | Total Hours                  | Labor Costs | Overhead Costs | Cost of Money | Direct Costs | Subcon Costs | Net Fee    | Total Cost   |
| AUTHORIZED TASKS:               |                              |             |                |               |              |              |            |              |
| Planning Phase                  |                              |             |                |               |              |              |            |              |
| \$54.25                         | 16                           | \$868       | \$1,258        | \$4           | \$41         | \$0          | \$249      | \$2,420      |
| Preliminary Engineering Phase   |                              |             |                |               |              |              |            |              |
| \$70.00                         | 112                          | \$7,840     | \$11,366       | \$36          | \$41         | \$14,522     | \$2,249    | \$36,053     |
| Environmental Engineering Phase |                              |             |                |               |              |              |            |              |
| \$74.42                         | 406                          | \$30,213    | \$43,799       | \$138         | \$0          | \$40,480     | \$8,669    | \$123,299    |
| Final Engineering Phase         |                              |             |                |               |              |              |            |              |
| \$67.33                         | 196                          | \$13,198    | \$19,132       | \$60          | \$0          | \$0          | \$3,787    | \$36,177     |
| Construction Engineering Phase  |                              |             |                |               |              |              |            |              |
| #DIV/0!                         | 0                            | \$0         | \$0            | \$0           | \$0          | \$0          | \$0        | \$0          |
| TOTAL AUTHORIZED TASKS          |                              |             |                |               |              |              |            |              |
| \$71.40                         | 730                          | \$52,119    | \$75,556       | \$238         | \$82         | \$55,002     | \$14,954   | \$197,950    |
|                                 |                              |             |                |               |              |              |            |              |
| IF-AUTHORIZED TASKS:            |                              |             |                |               |              |              |            |              |
| Planning Phase                  |                              |             |                |               |              |              |            |              |
| #DIV/0!                         | 0                            | \$0.00      | \$0.00         | \$0.00        | \$0.00       | \$0.00       | \$0.00     | \$0.00       |
| Preliminary Engineering Phase   |                              |             |                |               |              |              |            |              |
| \$78.97                         | 15                           | \$1,184.50  | \$1,717.16     | \$5.40        | \$0.00       | \$0.00       | \$339.86   | \$3,246.92   |
| Environmental Engineering Phase |                              |             |                |               |              |              |            |              |
| \$67.33                         | 325                          | \$21,881.50 | \$31,721.39    | \$99.78       | \$0.00       | \$0.00       | \$6,278.33 | \$59,981.00  |
| Final Engineering Phase         |                              |             |                |               |              |              |            |              |
| \$59.71                         | 196                          | \$11,704.00 | \$16,967.17    | \$53.37       | \$0.00       | \$0.00       | \$3,358.16 | \$32,082.70  |
| Construction Engineering Phase  |                              |             |                |               |              |              |            |              |
| #DIV/0!                         | 0                            | \$0.00      | \$0.00         | \$0.00        | \$5,000.00   | \$0.00       | \$0.00     | \$5,000.00   |
| TOTAL IF-AUTHORIZED TASKS       |                              |             |                |               |              |              |            |              |
| \$64.87                         | 536                          | \$34,770.00 | \$50,405.72    | \$158.55      | \$5,000.00   | \$0.00       | \$9,976.35 | \$100,310.62 |
|                                 |                              |             |                |               |              |              |            |              |
| GRAND TOTAL                     | 1266                         | \$86,889    | \$125,961      | \$396         | \$5,082      | \$55,002     | \$24,930   | \$298,260    |

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

12  
RESOLUTION NO. 26-512

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

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

WHEREAS, the 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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|             |                  |                              |                           |
|-------------|------------------|------------------------------|---------------------------|
| UT2026-0170 | SPD PERMITTING   | MONTCLAIR AVE                | BURIED CABLE/CONDUIT      |
| UT2026-0171 | SPD PERMITTING   | GRAPHICS WAY                 | BURIED CABLE CONDUIT      |
| UT2026-0172 | SPECTRUM         | WARREN RD                    | CONDUIT                   |
| UT2026-0173 | SPD PERMITTING   | OWENFIELD DR                 | BURIED CABLE              |
| UT2026-0174 | SPD PERMITTING   | CHAPMAN RD                   | AERIAL CABLE              |
| UT2026-0175 | BREEZELINE       | KEATON CT                    | CONDUIT                   |
| UT2026-0176 | BREEZELINE       | MANORGATE ST                 | CONDUIT                   |
| UT2026-0177 | KLEINFELDER      | WESTVIEW DR & FOREST DR      | BORING                    |
| UT2026-0178 | PEARCE SERVICES  | 3185 WATERFORD DR            | BORING                    |
| UT2026-0179 | SPD PERMITTING   | HOLLENBACK & PIATT RD        | BURIED CABLE/AERIAL CABLE |
| UT2026-0180 | CINCINNATI BELL  | VARIES                       | FIBEROPTIC CABLE          |
| UT2026-0181 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0182 | SPD PERMITTING   | FRAISER RD & AINSLEY DR      | FIBER OPTIC CABLE         |
| UT2026-0183 | SPECTRUM         | HODGES RD                    | FIBER OPTIC CABLE         |
| UT2026-0184 | SPECTRUM         | KLONDIKE RD                  | FIBER OPTIC CABLE         |
| UT2026-0185 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0186 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0187 | SPD PERMITTING   | CUPOLA CT AND CORNICE CT     | BURIED CABLE/CONDUIT      |
| UT2026-0188 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0189 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0190 | BREEZELINE       | CHESHIRE RD                  | AERIAL FIBER              |
| UT2026-0191 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0192 | SPD PERMITTING   | RIVERBEND AVE                | BURIED CABLE              |
| UT2026-0193 | SPD PERMITTING   | PANHANDLE RD                 | AERIAL CABLE              |
| UT2026-0194 | AEP              | S COUNTY LINE RD/VANS VALLEY | AERIAL ELECTRICAL SYSTEM  |
| UT2026-0195 | AEP              | MULTIPLE ROADS               | AERIAL ELECTRICAL SYSTEM  |
| UT2026-0196 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0197 | BREEZELINE       | WORTHINGTON RD               | FIBER OPTIC CABLE         |
| UT2026-0198 | SPD PERMITTING   | BESPOKE LN                   | BURY CABLE                |
| UT2026-0199 | SPECTRUM         | WOODTOWN RD                  | ROAD BORE                 |
| UT2026-0200 | AT&T             | WORTHINGTON RD               | TRENCH & BORE             |
| UT2026-0201 | SPD PERMITTING   | MAPLE GROVE DR               | BURY CABLE                |
| UT2026-0202 | SPD PERMITTING   | N 3 B'S & K RD               | OVERLASH                  |
| UT2026-0203 | SUBURBAN NATURAL | HOWELL DR                    | GAS MAIN                  |
| UT2026-0204 | AEP              | S 3 B'S & K RD               | AERIAL ELECTRICAL SYSTEM  |
| UT2026-0205 | CINCINNATI BELL  | VARIES                       | FIBER OPTIC CABLE         |
| UT2026-0206 | CINCINNATI BELL  | MORELLO & MT ROYAL           | FIBER OPTIC CABLE         |
| UT2026-0207 | CINCINNATI BELL  | GRISHAM & ANDREWS DR W       | FIBER OPTIC CABLE         |

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

**13**  
**RESOLUTION NO. 26-513**

**IN THE MATTER OF APPROVING A ROADWAY USE AND MAINTENANCE AGREEMENT WITH HARVEY SOLAR I, LLC:**

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

WHEREAS, the Engineer recommends approving the Roadway Use and Maintenance Agreement with Harvey Solar I, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Roadway Use and Maintenance Agreement with Harvey Solar I, LLC:

**DELAWARE COUNTY, OHIO**  
**ROADWAY USE AND MAINTENANCE AGREEMENT**  
**RECITALS**

This Roadway Use and Maintenance Agreement (“RUMA”) is entered into as of this 20<sup>th</sup> day of July 2026 (the “Effective Date”) by and between the Delaware County Board of Commissioners, acting by and through the Delaware County Engineer (“County”); and Harvey Solar I, LLC, a Delaware limited liability company whose mailing address is 6688 N Central Expressway Suite 500, Dallas TX 75206 (hereinafter “Operator”). The County and Operator are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Operator is proposing to develop, construct, operate and maintain an approximately 350 megawatt solar-powered electric generation facility, including associated substation facilities and improvements, located in Hartford and Bennington Townships, Licking County, Ohio (the “Project”).

WHEREAS, Operator is also seeking qualification of the Project for an exemption from the taxation

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of tangible personal property and real property under Ohio Revised Code Section (“R.C.”) 5727.75, which requires, among other things, the Operator to “repair all roads, bridges, and culverts affected by construction as reasonably required to restore them to their preconstruction condition, as determined by the county engineer in consultation with the local jurisdiction responsible for the roads, bridges and culverts.”

WHEREAS, in connection with the development, construction, operation and maintenance of the Project, it is expected that Operator and Operator’s employees, suppliers, contractors, subcontractors, agents, and representatives, as well as their respective employees, agents, and representatives (collectively, “Operator’s Representatives”) will need to transport equipment and materials over and/or use certain roads, bridges, culverts, berms, shoulders, roadside ditches, guardrails, traffic control devices, and road markings/stripping owned, operated and controlled by the County which are identified on **Exhibit A** (“Designated Roads”), which uses may involve oversize or overweight loads, and the County hereby agrees to permit the above activities on the terms and conditions set forth herein;

WHEREAS the Parties wish to enter into this RUMA to set forth their mutual understanding and agreement regarding the activities described herein, financial security to be provided by Operator, and certain other issues relating to the use of Designated Roads by Operator and Operator’s Representatives in connection with the construction of the Project.

**AGREEMENT**

NOW THEREFORE, in consideration of the good faith performance by each Party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ROADWAYS**

A. **ROAD STUDY AND APPROVALS:** For the sake of clarity, **Exhibit A** includes the Designated Roads (inclusive of any County bridges located thereon) to be crossed by virtue of Operator’s use of the Designated Roads. With respect to the portion of any Designated Road that is identified in **Exhibit A**, Operator will create a video record and textual narrative of the pre-existing condition of such Designated Roads (the “Road Study”). Said video report and textual narrative will be provided to the County Engineer’s Office prior to use of any such Designated Road by Operator or Operator’s Representatives for the operation of a motor vehicle or other equipment weighing more than 10 tons. Any new segments of county roads or township roads, or new bridges, to be included as part of this RUMA after the Effective Date shall be approved by the County Engineer (which approval shall not be unreasonably withheld, conditioned, or delayed) and incorporated into this RUMA as an amended **Exhibit A**, but any refinement or change in Project design resulting in Operator using *less than all of* the Designated Roads is hereby approved and shall not require any amendment to **Exhibit A**.

1. Certain oversize/overweight vehicles and loads require standard permits under Ohio law and in accordance with County permitting procedures. This RUMA is to be considered to serve as the functional equivalent of the County granting any such permits needed by Operator or Operator’s Representatives during its use of the Designated Roads for vehicles and/or loads having a gross vehicle weight of up to 100% of the weight provisions set forth in Chapter 5577 of the Ohio Revised Code. All other vehicles and/or loads of Operator and Operator’s Representatives in excess of such threshold shall require Operator or Operator’s Representatives to go through the County’s normal oversize load permit application process.

2. In connection with the development, construction, operation, and maintenance of the Project, the County hereby acknowledges and agrees that Operator and Operator’s Representatives may use the Designated Roads at any time, seven (7) days a week, 365 days a year, starting on the Effective Date. Notwithstanding the foregoing, Operator will endeavor, to the extent practical, to use the Designated Roads in a manner and at times to minimize the impact to and inconvenience of the traveling public.

B. **PRE-PROJECT ROAD MODIFICATIONS:** If the County Engineer and Operator mutually determine that any modifications and/or improvements are reasonably necessary to accommodate the transport of heavy equipment, materials, and/or multiple heavy loads, Operator agrees to submit stamped engineering drawings to the County Engineer for review and approval prior to commencement of the modifications and improvements, which approval shall not be unreasonably withheld, conditioned or delayed. County consents to all such modifications and improvements approved by the County Engineer.

C. **REDUCED LOAD AND SPEED LIMITS:** Pursuant to R.C. 5577.07 and 5577.071, the County may reduce the maximum weight of vehicles and loads, or the maximum speed, on Designated Roads. Nothing in this RUMA relieves Operator or Operator’s Representatives from adhering to such reduction designations.

D. **DAMAGES AND REPAIRS:** In the event it is established by the County that Operator or Operator’s Representatives directly caused any damage to the Designated Roads during the hauling of materials or equipment to the Project site, Operator shall repair (or cause to be repaired) such damage so that the Designated Roads are as close as reasonably practicable to the condition that existed immediately prior to such

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damage occurring. Such work shall be completed based upon applicable standards set forth in the Ohio Department of Transportation's latest Construction and Materials specifications. Following completion of any such repairs, the County Engineer and Operator shall jointly inspect the repair to confirm that it has been completed to the reasonable satisfaction of the County Engineer. The County understands and agrees that Operator is not responsible for any damage to any of the Designated Roads that is not caused by Operator or Operator's Representatives. If Operator and/or Operator's Representatives cause damage to the Designated Roads, Operator and/or Operator's Representative shall promptly notify the County Engineer of such damage.

E. COMPLETION OF THE PROJECT: After completion of the Project, the County Engineer will inspect the Designated Roads for damage caused by Operator within thirty (30) days of receiving notice of completion of the Project from the Operator. The County Engineer will provide a good faith list of damages, if any, caused by Operator or Operator's Representatives, and Operator shall make the necessary repairs based upon applicable standards set forth in the Ohio Department of Transportation's latest Construction and Materials specifications. Necessary repairs will result in the Designated Roads' return, as close as reasonably practicable, to the condition that existed prior to Operator's use under this RUMA, normal wear and tear excepted; provided, however, Operator shall not be required to resurface an entire road as part of this RUMA.

Operator shall provide written notice to the County Engineer that any necessary repair work has been completed. Upon receipt of the repair completion notice, the County Engineer will have thirty (30) days to accept or reject the above work based upon applicable engineering standards. If the County Engineer tenders a rejection notice, Operator will promptly make the necessary repairs as identified in the rejection notice, or to the extent Operator disagrees as to the need for additional repairs, provide a written explanation as to why such repairs are not necessary.

**BASIC TERMS OF ROAD USE**

A. OBEY ALL TRAFFIC LAWS: All vehicles driven by Operator or Operator's Representatives shall: (i) abide by applicable speed limits as posted, or if not posted, as otherwise applicable; (ii) comply with all reasonable requests of the County Engineer to take necessary precautions to timely remove dirt, mud, dust, and debris carried onto the Designated Roads by trucks and trailers hauling material to/from the Project.

B. SIGNAGE: During construction of the Project, Operator or Operator's Representatives shall be responsible for placing and maintaining signage on the Designated Roads in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices.

C. ROAD CLOSURE NOTICE FOR REPAIRS: This RUMA shall not prohibit the County from closing Designated Roads to any vehicle or combination of vehicles if such closing is authorized by law and is deemed necessary for public safety. In the event it becomes necessary for any of the Designated Roads to be closed for the construction of the Project, Operator shall provide reasonable advance notice of any such closure to County Engineer. Notwithstanding the foregoing, Operator shall provide no less than forty-eight (48) hours advance notice of any such closure when reasonably practicable. Operator shall furnish all materials reasonably necessary to close any of the Designated Roads as a result of the construction of the Project. Operator shall designate a person to coordinate the transportation-related activities of Operator related to the Project.

D. PERFORMANCE ASSURANCE BOND: Operator shall post a bond or other surety (the "Performance Bond") to cover the cost of any damages directly caused to the Designated Roads by Operator or Operator's Representatives, and which are not remedied in accordance with the terms and conditions in this RUMA. The amount of the Performance Bond shall be Three Hundred and Fifteen Thousand Dollars 00/100 (\$315,000).

The Performance Bond may be posted in the form of: (i) a surety bond made payable to the Delaware County Board of Commissioners and issued by a corporation licensed to do business in Ohio; (ii) an irrevocable letter of credit, parental guarantee or other form of financial security reasonably acceptable to the County; or (iii) cash escrow. The Performance Bond shall remain in full force and effect until it is released upon Operator's receipt of the County Engineer's written verification that any necessary repair work under this RUMA has been completed, following construction of Operator's Project.

This RUMA is subject to the presentation by Operator of the original Performance Bond to the County and the approval by the County of the original Performance Bond as being in the amount and form required by this Section II.D. The approval by the County may be by oral vote in a public meeting, by written resolution or by notice to Operator pursuant to this RUMA.

E. DRAW CONDITIONS:

The County may draw upon the Performance Bond only if and to the extent that Operator fails or refuses to promptly perform repairs, or to pay the cost of performing repairs, as set forth in this RUMA, and after all of

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the following draw conditions have been satisfied: (i) the County certifies that Operator failed or refused to perform required repairs or to pay the cost of performing repairs required under this RUMA in a reasonable period of time; (ii) the County certifies that the County performed such repairs (or caused such repair work to be performed); (iii) the County certifies that the County incurred expenses for the performance of such repair work; and (iv) the County actually submitted details of such expenses to Operator without payment rendered. Any funds drawn upon by the County under the Performance Bond to cover such expenses shall be subject to all defenses available to the surety under law. If the County draws upon the Performance Bond, the County shall provide a full accounting of the amount of the draw(s) and the cost of repairs to Operator.

**GENERAL PROVISIONS**

A. **INDEMNITY AND HOLD HARMLESS:** Operator shall indemnify, defend, and hold the County, as well as its officials, officers, and employees harmless from any and all losses, claims, costs, expenses, judgments, suits, actions, proceedings, and damages, including reasonable attorneys' fees (collectively, "Claims") involving personal injury, death or damage to property and arising out of the performance or nonperformance of the terms of this RUMA by Operator and/or Operator's Representatives, except this indemnity provision shall not apply to the extent such Claims arise from or relate to the negligence or intentional misconduct of the County, its officials, officers, employees, and/or agents.

B. **ASSIGNMENT:** This RUMA may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Operator may assign all or any portion of its rights under this RUMA to any lender, mortgagee, investor, or parent-subsidary or affiliated company, all of which may be done without obtaining the consent of the signatories to this RUMA. No consent is required for a change in control of Operator, and a change in control of Operator shall not be considered an assignment.

C. **LETTER OF AUTHORITY:** Upon the request of Operator, the County shall countersign a letter for use by Operator evidencing that the movement and transportation of overweight and oversize vehicles, equipment, loads, and other necessary equipment and materials in connection with the Project have been properly permitted by the County, that the Performance Bond has been received by the County, and that any Installations in, on, over or under the Designated Roads have been properly approved by the County.

D. **ROUTINE MAINTENANCE:** The County Engineer shall cause the County to timely perform routine and regular maintenance of the Designated Roads, including, without limitation, grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair.

E. **GOVERNING LAW- STATE OF OHIO:** This RUMA shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions in such state. A court of competent jurisdiction located in Delaware County, Ohio shall decide any disputes arising under this RUMA.

F. **PREVAILING WAGE:** As it relates to any road repair work completed under this RUMA, Operator is required to comply with Ohio's prevailing wage requirements as applicable under Ohio law; however, the County shall be solely responsible for providing the prevailing wage coordinator.

G. **AMENDMENTS TO AGREEMENT:** This RUMA shall constitute the complete and entire RUMA between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall alter or modify the written terms herein. This RUMA may be amended only by a written instrument properly executed by the Parties.

H. **AUTHORITY:** Operator hereby represents and warrants that this RUMA has been duly authorized, executed and delivered on behalf of Operator. The County hereby represents and warrants that this RUMA has been duly authorized, executed and delivered on behalf of the County.

I. **NOTICES:** All notices, requests, demands and other communications required or permitted to be given by the parties hereunder shall be in writing and shall be delivered in person, by mail, e-mail or facsimile to the address of the intended recipient as set forth below:

Delaware County  
County Administrator  
91 North Sandusky Street  
Delaware, Ohio 43015

Delaware County Engineer  
1610 State Route 521  
Delaware, Ohio 43015

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OPERATOR  
Leeward Renewable Energy  
Jason Casack  
6688 N Central Expy Suite 500, Dallas TX 75206  
Phone: (925) 357-7851  
Email: jason.casack@leewardenergy.com, jared.zvonar@leewardenergy.com

In addition to the written communications detailed above, the parties agree that the following individuals shall be the contact persons for any verbal communications regarding any concerns/issues that are associated with this RUMA:

Delaware County Engineer Chris Bauserman  
1610 State Route 521  
Delaware, Ohio 43015

OPERATOR  
Jason Casack  
(925) 357-7851

J. RIGHTS AND WAIVERS: The failure of a Party to exercise any right under this RUMA shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provision herein be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

K. SEVERABILITY: If any provision of this RUMA proves to be illegal, invalid, or unenforceable, the remainder of this RUMA will not be affected, impaired or invalidated by such finding and shall remain in full force and effect. To the extent practicable, any provision of this RUMA that proves to be illegal, invalid, or unenforceable, shall be replaced with language as similar as possible to accurately reflect the intentions of the Parties and be legal, valid and enforceable.

L. COUNTERPARTS. This RUMA may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon one and the same counterpart, and all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this RUMA by facsimile or electronic mail shall be as effective as personal delivery of an originally signed counterpart to this RUMA.

M. SUCCESSORS AND ASSIGNS: This RUMA shall insure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, and legal representatives.

N. JURY TRIAL WAIVER: EACH OF THE PARTIES KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR OTHER LITIGATION BASED ON THIS RUMA OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS RUMA, THE TRANSACTIONS CONTEMPLATED HEREIN, THE RELATIONSHIP OF THE PARTIES, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS RUMA.

O. LIMITATION ON DAMAGES: Notwithstanding any provision in this RUMA to the contrary, in no event shall the Parties be liable (including, without limitation under any indemnity hereunder) for any special, punitive, indirect, incidental or consequential damages (including, without limitation, any claims for lost profits and/or lost business opportunity) in connection with this RUMA, and all such damages are hereby waived.

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

**14**  
**RESOLUTION NO. 26-514**

**IN THE MATTER OF APPROVING SPEED LIMIT REDUCTION ON BERLIN STATION ROAD (CR#91):**

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

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WHEREAS, a request has been made by the Delaware County Engineer (the “Engineer”) that the statutory vehicular speed established by section 4511.21 of the Revised Code is greater than that considered to be safe and reasonable on Berlin Station Road (CR#91) between Curve Road and Braumiller Road in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the sections of roads described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder, roadway characteristics and road width and development), the statutory speed limit of 55 MPH is unrealistic upon the sections of roads; and

WHEREAS, the Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio (the “Board”) to request that the Board, by virtue of section 4511.21 of the Revised Code, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations and determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on Berlin Station Road (CR #91) between Curve Road and Braumiller Road in Delaware County, Ohio;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe speed limit on the sections of roads described above.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limits on the sections of roads described above, the Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

**15**  
**RESOLUTION NO. 26-515**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR BLUFFS AT ALUM CREEK AND SEVEN HILLS OF BERLIN SECTION 1:**

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

WHEREAS, M/I Homes of Central Ohio LLC has submitted the plat of subdivision for Bluffs at Alum Creek, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, The Drees Company has submitted the plat of subdivision for Seven Hills Section 1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following plats of subdivision:

Bluffs at Alum Creek

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lots 3 (11.280 Ac.) and 4 (26.341 Ac.), Quarter Township 1, Township 4, Range 18, United States Military Lands, containing 37.621 acres of land, more or less, said 37.621 acres being a part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Instrument Number 2026-00013425, Recorder’s Office, Delaware County, Ohio.

Seven Hills of Berlin Section 1:

Situated in the State of Ohio, County of Delaware, Township of Berlin, part of Farm Lot 22, Section 3, Township 4, Range 18, United States Military Lands, being 31.366 acres of that 61.039-acre tract as conveyed to The Drees Company of Record in Instrument No.2026-00001349, Recorder’s Office, Delaware County, Ohio.

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

**16**  
**ADMINISTRATOR REPORTS – No reports**

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Attended annual Del-Co Water Meeting
- Attended Humane Society Fur Ball Event held at Bridgewater in Powell
- Will be attending OCCIO Meeting Thursday

Commissioner Benton

- Will be attending the Ohio State Outpatient Care Facility ribbon cutting Thursday
- Attending the CEBCO meeting
- The Landbank announced 2 more demolitions
  - The service station on 23N
  - Bennett Sheep Farm in Powell

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RESOLUTION NO. 26-516

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
EMPLOYEE COMPENSATION:

It was moved by Mr. Merrell, seconded by Mr. Benton, 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 employee compensation.

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

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OTHER BUSINESS – No other business

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RESOLUTION NO. 26-517

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.

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Jeff Benton

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Barb Lewis

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Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners