

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 27, 2026

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION
ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner

1
RESOLUTION NO. 26-518

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD JULY 20, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on July 20, 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 Aye Mr. Benton Aye

2
PUBLIC COMMENT

- Mr. Andrew Mitchell
 - o Inquiring about administrative processes/ child present

3
RESOLUTION NO. 26-519

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0724, MEMO TRANSFERS IN
BATCH NUMBERS MTAPR0724:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0724, memo transfers in batch numbers MTAPR0724, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2601958	Bound Tree Medical	10011303-5244	\$40,000.00
P2602038	K2M Design Inc.	42011438-5410	\$45,560.00
P2601709	Health Recovery Services	77361611-5350	\$22,345.00
P2601392	Kohl’s	22411602-5348	\$150,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2603920	COUNTY RISK	TREASURER	60111901 -	\$27,500.00
	SHARING AUTHORITY		5370	
R2603932	DXP ENTERPRISES	REPAIR PARTS FOR	66211900 -	\$5,625.66
	INC	RAS PUMPS	5228	
R2603934	NEUTRATEK ODOUR	PM PARTS FOR THE	66211900 -	\$32,951.12
	SOLUTIONS LP	NEUTRALOX	5228	
R2603938	LEXIPOL LLC	CORDICO WELLNESS	10011160 -	\$45,000.00
		APP - PHCB	5321	
R2603941	DELL INC	DELL PRO MICRO	10011103 -	\$5,550.00
		QCM1250 COMPUTERS	5260	
R2603941	DELL INC	4 MONITORS	10011103 -	\$676.00
			5201	
R2603944	MIELKE	REPLACE ELECTRIAL	40111402 -	\$16,476.00
	MECHANICAL INC	COMPONENT ON AIR	5328	
		HANDLER - BYXBE		
R2603950	SIEMENS INDUSTRY	(4) LEVEL	66211900 -	\$5,896.00
	INC	TRANSDUCERS	5260	

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R2603955	BIDDLE CONSULTING GROUP INC	CRITICAL 10 17 26-10 16 27	21411306 - 5320	\$5,738.00		
R2603956	POWERDMS INC	POWERDMS 10 5 26-10 4 27	21411306 - 5320	\$6,528.58		
R2603966	RUMPKE WASTE INC	FENCING AT TRANSFER STATION	68011916 - 5403	\$17,520.00		
R2603970	TYLER TECHNOLOGIES INC	RMS-CAD MAINTENANCE - 911	21711326 - 5321	\$96,648.98		
R2603970	TYLER TECHNOLOGIES INC	RMS-CAD MAINTENANCE - SHERIFF	10031301 - 5321	\$77,589.33		
R2603970	TYLER TECHNOLOGIES INC	RMS-CAD MAINTENANCE - OTHER AGENCIES	10011102 - 5321	\$43,139.23		
Vote on Motion	Mrs. Lewis	Aye	Mr. Benton	Aye	Mr. Merrell	Aye

4
RESOLUTION NO. 26-520

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Scott Gano attend a National Association of EMS Educators Symposium, in Reno, Nevada on August 9, 2026, to August 16, 2026, at the cost of \$3,182.00 (fund number 10011303).

The Regional Sewer District is requesting Tiffany Maag, Erik McPeck and Jason Watts attend a 2026 WEFTEC Conference in New Orleans, LA on September 27, 2026, through September 30, 2026, at the cost of \$6,600.00. (fund number 66211900)

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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5
RESOLUTION NO. 26-521

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO LIEUTENANT DAVID BUTTLER ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Lieutenant David Buttler retired from the Sheriff’s Office in good standing with the office; and

WHEREAS, Lieutenant Buttler’s assigned duty firearm, Sig Sauer Caliber 9mm, Model P320 Pro – Serial #58H321864 (the “Firearm”), is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Lieutenant Buttler to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Lieutenant David Buttler for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Lieutenant Buttler accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the Lieutenant Buttler executing and submitting an Acknowledgement and Release from Liability.

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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6
RESOLUTION NO. 26-522

IN THE MATTER OF DONATING PERSONAL PROPERTY TO MORROW COUNTY, OHIO FOR USE BY THE MORROW COUNTY SHERIFF’S OFFICE:

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

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WHEREAS, Delaware County currently owns certain personal property, specifically two (2) Ferrups 18 UPS units, Serial Number: FE18K25188 & FE18K25189 (the “Property”), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Delaware County Board of County Commissioners (the “Board”) may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property’s value; and

WHEREAS, the Morrow County Sheriff’s Office has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the donation of the Property to Morrow County, Ohio for use by the Morrow County Sheriff’s Office.

Section 2. The Property shall be donated upon the condition that the Property is accepted “as is.”

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Office Administrator at Morrow County Sheriff’s Office, Morrow County, Ohio.

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

7
RESOLUTION NO. 26-523

IN THE MATTER OF AUTHORIZING A REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ARCHITECTURAL / ENGINEERING DESIGN SERVICES AS ARCHITECT-OF-RECORD FOR HAYES BUILDING SPACE STUDY AND RENOVATIONS FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Director of Facilities recommends issuing a request for statements of qualifications for professional design services related to the Hayes Building space study and renovations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the request for statements of qualifications and authorizes the Director of Facilities to issue the request in accordance with the following notice:

PUBLIC NOTICE
REQUEST FOR STATEMENTS OF QUALIFICATIONS
ARCHITECTURAL / ENGINEERING DESIGN SERVICES AS ARCHITECT-OF-RECORD
HAYES BUILDING SPACE STUDY AND RENOVATIONS
FOR DELAWARE COUNTY, OHIO

The Delaware County Board of Commissioners (Owner), in accordance with Section 153.67 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from experienced architectural/engineering firms to assist the County in the design and engineering for a space study and design for renovations to the Hayes Building.

The work may involve, but is not limited to, space study, planning, programming and conceptual design, budget estimating, detail design development, construction documents, construction contract administration, and other associated services.

The complete Request for Qualifications may be obtained at the County’s web page, <http://www.co.delaware.oh.us> under the heading “Public Notices and Bids” or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1610 State Route 521, Delaware, Ohio during normal business hours.

Statements of Qualifications shall be submitted electronically via www.bidexpress.com web service until **3:00 PM on Thursday, September 10, 2026**. Submittals pursuant to this invitation will not be received after the hour and date stated above.

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

8
RESOLUTION NO. 26-524

IN THE MATTER OF AUTHORIZING THE INVITATION TO BID FOR ITB #26-02 JAIL BOILER REPLACEMENT:

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

WHEREAS, the Director of Facilities recommends soliciting bids for the replacement of a boiler at the

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

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RESOLUTION NO. 26-526

IN THE MATTER OF ESTABLISHING RATES AND CHARGES FOR TRAINING PROVIDED BY DELAWARE COUNTY EMS:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has established Delaware County EMS as an emergency medical service organization, pursuant to section 307.05 of the Revised Code; and

WHEREAS, Delaware County EMS provides various training to individuals and partner agencies, both from within and outside Delaware County; and

WHEREAS, the Chief of Delaware County EMS recommends establishing rates and charges for training provided by Delaware County EMS, pursuant to section 307.05 of the Revised Code;

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

Section 1. The Board hereby establishes the following rates and charges for training provided by Delaware County EMS:

Class Name	County Resident or County Agency Cost (per person)	Out of County Resident or County Agency Cost (per person)	Student/Instructor Ratio
ACLS 2-day	\$7.25	\$100.00	6:1 Max 24
ACLS 1-day	\$7.25	\$50.00	6:1 Max 24
ACLS Instructor Online	\$105	\$200.00	
ACLS Instructor Card	\$7.85	\$50.00	6:1, Min of 12, Max 24
BLS Instructor Online	\$105	\$175.00	
BLS Instructor Card	\$3.60	\$50.00	6:1, Min of 12, Max 24
BLS Provider	\$3.60	\$30.00	6:1, Min of 12, Max 24
Heart saver First Aid/CPR/AED	\$19.25	\$125.00	6:1, Min of 12, Max 24
Heart saver CPR/AED	\$19.25	\$100.00	6:1, Min of 12, Max 24
ITLS 1 day	\$30.00	\$150.00	6:1, Min of 12, Max 24
ITLS 2 day	\$30.00	\$150.00	6:1, Min of 12, Max 24
Neonate Emergency Course	\$40	\$100	6:1, Min of 12, Max 25
EPC Hybrid Provider Course (½ online / ½ in classroom)	\$51.50	\$200.00	6:1, Min of 12, Max 18
EPC Course Card (Full 2 day)	\$51.50	\$200.00	6:1, Min of 12, Max 18
Handtevy Hybrid Full Course	\$40	\$100.00	6:1, Min of 12, Max 18
Handtevy Hybrid Refresher	\$30	\$100.00	6:1, Min of 12, Max 18
TECC Tactical Emergency	\$45.00	\$100.00	6:1, Min of 12, no max
Combat Care 1 day Refresher	\$45.00	\$200.00	6:1, Min of 12, no max
CE/EMS Instructor	\$0/hr	\$60/hr	Can include patient simulators – SIM1 Man

Section 2. The Board hereby declares that Delaware County shall be exempt from paying any rates and charges as approved in Section 1 of this Resolution.

Section 3. Delaware County recognizes that its training site has historically served as a resource for mutual aid partners and public agencies to utilize for issuing continuing education (CE) credits or certifications to their staff or the public. As long as Delaware County is not providing the instructor, and a mutual aid partner or public service entity has a demonstrated need, the County will process CE credits and/or certifications at the discretion of the Director of EMS. These services will be charged at the County's established rate. Also, at the

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discretion of the EMS Director, the County will charge public agencies in Ohio the established County agency cost.

Section 4. This Resolution shall be effective immediately upon adoption, and the rates and charges approved herein shall remain in effect until superseded by a subsequent resolution of this Board. All previous resolutions inconsistent with this Resolution are hereby superseded.

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

11
RESOLUTION NO. 26-527

IN THE MATTER OF ACCEPTING THE ROAD, APPROVING THE RECOMMENDED SPEED LIMIT, AND RELEASING THE MAINTENANCE BOND FOR INDEPENDENT LIVING AT OLD STATE:

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

WHEREAS, the Engineer has reviewed the roadway construction of the road in Independent Living at Old State (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

Independent Living at Old State:

- An addition of 0.1116 miles to Township Road Number 1649, Monroe Drive; and

WHEREAS, the Engineer recommends that a 25-mile-per-hour speed limit be established throughout the Subdivision; and

WHEREAS, the Engineer also requests approval to return the maintenance bond to RPDD, John C. Wicks;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the road and recommended speed limit, and releases the maintenance bond in accordance with the Engineer’s recommendations stated herein.

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

12
RESOLUTION NO. 26-528

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENTS FOR OAKWOOD RESERVE SECTION 1 AND 2 AND MIRLAUNA PHASE 1:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Oakland Reserve Section 1 and 2 and Miraluna Phase 1;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Oakland Reserve Section 1 and 2 and Miraluna Phase 1:

Oakwood Reserve Section 1:

OWNER’S AGREEMENT
PROJECT NUMBER: 26034

THIS AGREEMENT, executed on this 27th day of July 2026, between 5351 NORTH ROAD LLC & 5351 NORTH ROAD 2 LLC, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Oakwood Reserve Sec 1 further identified as Project Number 26034 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.

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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 Sixty-Nine Thousand Four Hundred Dollars and No Cents (\$69,400.00) estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**. The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$867,200.00
CONSTRUCTION BOND AMOUNT	\$867,200.00
MAINTENANCE BOND AMOUNT	\$86,800.00
INSPECTION FEE DEPOSIT	\$69,400.00

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Oakwood Reserve Section 2:

**OWNER'S AGREEMENT
PROJECT NUMBER: 26034**

THIS AGREEMENT, executed this 27th day of July 2026, between 5351 NORTH ROAD LLC & 5351 NORTH ROAD 2 LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (COUNTY COMMISSIONERS)**, for the project described as Oakwood Reserve Sec 2, further identified as Project Number 26034 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 Twenty Six Thousand One Hundred Dollars and No Cents (\$26,100.00) estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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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	\$326,000.00
CONSTRUCTION BOND AMOUNT	\$326,000.00
MAINTENANCE BOND AMOUNT	\$32,600.00
INSPECTION FEE DEPOSIT	\$26,100.00

Miraluna Phase 1:

OWNER’S AGREEMENT
PROJECT NUMBER: 26045

THIS AGREEMENT, executed on this 27th day of July 2026, between Romanelli & Hughes Building Co., hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Miraluna Phase 1 further identified as Project Number 26045 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 2 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 Sixty-Six Thousand Dollars and No Cents (\$66,000.00) is 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.

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

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

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

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, “as-built” drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer. The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

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

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

EXHIBIT "A"	
CONSTRUCTION COST ESTIMATE	\$331,267.55
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$33,200.00
INSPECTION FEE DEPOSIT	\$66,000.00

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

13
RESOLUTION NO. 26-529

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

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

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

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

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0208 UT2026-0209	SPD PERMITTING DEL-CO WATER	MT. ROYAL AVE/MORELLO ALUM CREEK & OLD STATE	BURY CABLE ROAD BORES

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

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TIM WILSON, DELAWARE COUNTY CONVENTION & VISITORS BUREAU/
DESTINATION DELAWARE
PRESENTATION/ 2025 TOURISM ECONOMIC REPORT

15
ADMINISTRATOR REPORTS
CA Davies-no reports
DCA Huston-no reports
DCA Hochstettler- follow up to Destination Delaware , shout out on TopGolf family event

16
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell
-Young Washington/movie
-OSU Medical Center grand opening event for Powell location/tour

Commissioner Lewis
-upcoming Pelotonia Ride Weekend in August

Commissioner Benton
-LandBank meeting later today
-Investment Committee meeting on Wednesday

17
RESOLUTION NO. 26-530

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSE, AND FOR COLLECTIVE BARGAINING:

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of appointment, employment, dismissal, compensation of a public employee or public official, to consider the purchase of property for public purpose, and for collective bargaining [list all other purposes under (G)(1) through (7)].

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

18
RESOLUTION NO. 26-531

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 Mrs. Lewis absent Mr. Benton aye Mr. Merrell aye

There being no further business, the meeting adjourned.

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Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners