

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 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. 26-532

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD JULY 27, 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 27, 2026; and

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

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

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

2
PUBLIC COMMENT:

Mr. Andrew Mitchell

- Inquiring about administrative processes

3
RESOLUTION NO. 26-533

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0729, *MEMO TRANSFERS IN
BATCH NUMBERS MTAPR0729*:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0729, *memo transfers in batch numbers MTAPR0729*, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2600602	PNC Bank	10011102-5300	\$7,000.00
P2601622	Gilbane Building Company	42411477-5410	\$24,808.00

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
	SI TECHNOLOGIES	AV EQUIPMENT - WILLIS		
R2603935	LLC	BUILDING	42011438-5410	\$147,956.33
	OHIOHEALTH	DIETITIAN SVCS 07 01 26-06		
R2603952	CORPORATION	30 27	10011303-5301	\$9,000.00
	OHIOHEALTH	EMPLOYEE TESTING 07 01 26-		
R2603952	CORPORATION	06 30 27	10011303-5301	\$8,000.00
	DANITE HOLDINGS	NEW ROAD SIGN - WILLIS		
R2603967	LTD	BUILDING	42011438-5410	\$69,025.00
	RUSH TRUCK			
R2603977	CENTER INC	VAC TRUCK REPAIR	66211900-5328	\$6,212.00
R2603981	REXA INC	REPAIRS ON ACTUATOR	66211900-5328	\$9,385.00
		SERIES 2014 REFUNDING -		
R2604006	SANITARY ENGINEER	CLOSURE OF FUND 664 CASH	66411901-5319	\$3,568,686.75
	PRECISION WINDOW			
R2604022	CLEANING LLC	WINDOW CLEANING	10011105-5328	\$10,137.00

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

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4
RESOLUTION NO. 26-534

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, RYAN D. CROSSLEY, KOOPERMAN MENTEL CROSSLEY YAROSS, LTD., REQUESTING ANNEXATION OF 0.427 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on July 1, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Ryan D. Crossley, Kooperman Mentel Crossley Yaross, Ltd., agent for the petitioners, requesting annexation of 0.427 acres, more or less, from Delaware Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 0.427 acres, more or less, from Delaware Township to the City of Delaware.

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

5
RESOLUTION NO. 26-535

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, THOMAS L. HART, PAINTER AND ASSOCIATES, LLC, REQUESTING ANNEXATION OF 58.4 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge that on July 22, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 58.4 acres of land from Berkshire Township to the Village of Galena.

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

6
RESOLUTION NO. 26-536

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HARRIS AND HEAVENER EXCAVATING, INC., FOR THE INSTALLATION OF FIBER OPTIC CABLING:

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

WHEREAS, the Facilities Director and Data Center Director recommends approval of a services agreement between the Board of Delaware County Commissioners and Harris and Heavener Excavating, Inc., for the installation of fiber optic cabling;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the services agreement between the Board of Delaware County Commissioners and Harris and Heavener Excavating, Inc., for the installation of fiber optic cabling, as follows:

SERVICE AGREEMENT

This Agreement is made and entered into on July 30, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Harris and Heavener Excavating Inc., 149 Humphries Drive, Reynoldsburg, OH 43068 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall provide all necessary equipment, labor, material, and services for the aerial fiber build to connect the County’s property located at 1251 US 23 North, Delaware, Ohio to 10 Court Street, Delaware, Ohio (the “Services”). The Contractor shall perform the Services in a workmanlike manner.

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1.2 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.

2.2 The Director shall have authority to review changes to, and order commencement or suspension 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 Contractor, 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 COMPENSATION

4.1 Total compensation under this Agreement shall not exceed \$59,047.91 without subsequent modification.

4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.

5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.

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

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly after the Director’s written order.

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

7 SUSPENSION OR TERMINATION OF AGREEMENT

7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

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

8 INDEMNIFICATION

8.1 The Contractor 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 Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

9.1 General Liability Coverage: Contractor 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.

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9.2 Automobile Liability Coverage: Contractor 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.

9.3 Workers' Compensation Coverage: Contractor 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.

9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

10.1 Prohibited Interests: Contractor 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. Contractor 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.

10.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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.**

10.3 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.

10.4 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.

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

10.6 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.

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

10.8 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.

10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance.

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The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor 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.

10.10 Drug-Free Workplace: The Contractor 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 Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

10.11 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

7
RESOLUTION NO. 26-537

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
10011106-5228	County Garage/Maintenance & Repair Supply	200,000.00
21411306-5437	911/Broadband & Fiber Cable	59,048.00
21411306-5450	911/Machinery & Equip (>\$5,000)	16,727.00

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

8
RESOLUTION NO. 26-538

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SI TECHNOLOGIES, LLC, dba NEW ERA TECHNOLOGY TO INSTALL AUDIOVISUAL SYSTEMS FOR THE DELAWARE COUNTY WILLIS BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and SI Technologies, LLC, dba New Era Technology to install audiovisual systems for the Delaware County Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following services agreement with SI Technologies, LLC, dba New Era Technology, to install audiovisual systems for the Delaware County Willis Building:

SERVICES AGREEMENT

This Agreement is made and entered into on July 30, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and SI Technologies, LLC, dba New Era Technology, 3445 Millennium Court, Columbus, Ohio 43219 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall provide design, furnishing, configuration, programming, testing, commissioning, and documentation of integrated audiovisual systems for the Delaware County Willis Building Training Room and Board Room, 2079 US Hwy 23 N, Delaware, Ohio (the “Services”).

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- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Quote #110128 dated July 17, 2026 (hereinafter referred to as the "Proposal"), which is attached hereto and, by this reference, incorporated herein. The Services are being procured subject to Ohio DAS Cooperative Purchasing Contract #STS016568, which is also incorporated by reference. The Services are, therefore, exempt from competitive bidding requirements, pursuant to R.C. 125.04.

- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension 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 Contractor, 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 Proposal.
- 4.2 For all Services, the lump sum fee shall be \$138,876.33, plus \$9,080.00 for the optional managed services listed in the Proposal.
- 4.3 Total compensation under this Agreement shall not exceed \$147,956.33 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director and shall be in accordance with the Proposal.
- 5.2 Invoices shall be submitted to the Director by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 COMMENCEMENT, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon the order of the Director and shall complete the Services promptly, in a workmanlike manner, and in accordance with the Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County may, upon providing written notice to the Contractor, suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8 INDEMNIFICATION

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- 8.1 The Contractor 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 Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor 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.
- 9.2 Automobile Liability Coverage: Contractor 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.
- 9.3 Workers' Compensation Coverage: Contractor 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.
- 9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor 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. Contractor 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.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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.**
- 10.3 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.
- 10.4 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.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 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

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- 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor 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.
- 10.10 Drug-Free Workplace: The Contractor 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 Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 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.

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

9
RESOLUTION NO. 26-539

IN THE MATTER OF APPROVING AN EMPLOYER SOLUTIONS AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND OHIOHEALTH CORPORATION FOR EMPLOYMENT/PRE-EMPLOYMENT SERVICES AND WELLNESS / EMPLOYEE HEALTH PROGRAM SERVICES:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of an Employer Solutions Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Employment/Pre-Employment Services and Wellness / Employee Health Program Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Employer Solutions Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Employment/Pre-Employment Services and Wellness / Employee Health Program Services, as follows:

Employer Solutions Agreement

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Solutions division ("Supplier") as described below:

Company: Delaware County EMS

Company Information

Contact Name: Rachael Cox

Title: Assistant Chief-Administration

Address: 10 Court St

City/State/Zip: Delaware, OH 43015

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Phone: 740-833-2194
Email: RCox@co.delaware.oh.us
of Employees:
of Employees Estimated to Receive Service(s):

Billing Information Contact Name:

Anna Smith Title: Fiscal Coordinator
Address: 10 Court St
City/State/Zip: Delaware OH 43015
Phone: 740-833-2162
Email: asmith@co.delaware.oh.us
MOC for BWC Injury Care:

- X Schedule A: Employment/Pre Employment Services
- X Schedule C: Wellness/Employee Health Program Services

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

This Employer Solutions Agreement is subject to the attached Terms & Conditions to Employer Solutions Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Solutions Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Agreement effective from July 1 through June 30, 2027. Contracted services to be billed monthly in accordance with current practice.

Terms & Conditions to Employer Solutions Agreement

1. Engagement. The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement ("Services").
2. Scheduling and Space. The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
3. Required Consent Release Forms. The Company acknowledges that prior to an Employee's receipt of Services, the Employee must complete the applicable consent/release form.
4. Fees/Payments. The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within 30 days from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal. Supplier reserves the right to increase fees for Services to Company with 60 days prior written notice.
5. No Requirement to Refer. It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement , express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
6. Term and Termination ; Cancellation Fee. This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
7. Qualifications. The Services shall be performed by employees and/or subcontractors of Supplier ("Supplier Staff") who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall maintain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company's site for cause.
8. Records. Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.

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9. **Confidential and Proprietary Information.** Except as otherwise required by applicable law or court order, the parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement ("Confidential Information") relating to the other party unless it has obtained prior written consent for such disclosure. Confidential Information does not include "public records," as that term is defined in section 149.43 of the Ohio Revised Code, or Records or Aggregate Reports information already in the public domain.

10. **Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.

11. **Insurance.** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self-insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers' Compensation: Statutory coverage.

12. **Liability.** Each party to this Agreement shall be responsible for the actions or omissions of its own members, managers, officers, directors, agents, attorneys, and employees.

13. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Solutions, 3430 OhioHealth Parkway, Columbus, Ohio 43202 ATTN: David Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 3430 OhioHealth Parkway, 5th Floor, Columbus, Ohio 43202. Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.

14. **Books and Records.** In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.

15. **Miscellaneous.** Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

16. **Survival.** The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

SCHEDULE A

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EMPLOYMENT/PRE-EMPLOYMENT SERVICES

1. Summary

To provide occupational health services to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

2. Services to be Performed by OhioHealth Employer Solutions

Extensive Physical Examination - First Responders \$146.00 per exam
-Extensive medical history form Completed by patient & reviewed by clinician
-Vitals; height/weight/BMI/waist circumference/blood pressure/pulse/temperature/vision/urinalysis dipstick (this is not a drug screen)
-Clinician will determine if the first responder is able to safely perform the Exercise Treadmill Test described below

Physical Fitness Test

-Includes functional movement screen, push, pull, lift and carry assessments **\$100 per test**

Respirator Questionnaire:

\$29.00 per ques.

-OSHA respirator medical evaluation questionnaire form completed by the patient & reviewed by a trained healthcare professional.
-Please bring the completed Questionnaire to your scheduled appointment at a WorkHealth clinic.
-If additional care is needed based on the questionnaire results, next steps will be determined while at the WorkHealth clinic.

Pulmonary Function Test (PFT) **\$55.00 per test**

Audiogram - OSHA interpretation not included \$42.00 per test

Vision screening with color-blind \$37.00 per test

Comprehensive Metabolic Panel \$24.00 per test

Lipid Profile \$45.00 per test

CBC w/Differential \$30.00 per test

QuantiFERON IGRA - TB Blood Test \$117.00 per test

-Specimen processed in-house by the OhioHealth Laboratory.
-Result reporting in 2 to 4 business days.
-Negative results forwarded to the employer contact immediately via the employer portal.
-For all non-negative test results OhioHealth will reach out directly to the patient prior to sending results to the employer portal.

TB Intradermal (Two-step) \$29.00 per injection

- **If previous TB test was performed within the past 12 months, a one-step test is performed.**
- If previous TB test was performed >12 months ago, a two-step test is required resulting in a total charge of \$56.00.
- Clearance is not released until TB testing is completed, if required.

Prostate Specific Antigen-PSA (all males over 40 or family history) \$85.00 per test

Hepatitis B Vaccine \$137.00 per dose

Hepatitis B Titer \$70.00 per titer

2. Services to be Performed by OhioHealth Employer Solutions continued)

TDaP: Tetanus, Diphtheria & Pertussis \$63.00 per vaccine

Chest X-Ray (2 view to include PA/Lateral) \$103.00 per test

Maximal Exercise Treadmill Test \$310.00 per test

-Includes EKG w/interpretation
-This level of testing is designed for individuals with no more than one cardiovascular risk factor, typically, the younger, healthier population
-Maximal Exercise Treadmill Tests are performed by a specially trained WorkHealth clinician. Blood pressure measurements are obtained during set intervals during testing
-If your employee is unable to maintain their scheduled appointment time please call 1 business day prior to

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your scheduled appointment to avoid the no-show fee of \$310.00.

3. Location and Hours of Operation

Occupational health services provided at any WorkHealth Clinic location.
**Central Ohio WorkHealth Clinic hours are
Monday – Friday 7:30 am – 4:00 pm (no walk-in services after 3:30 pm).

4. Records

Documentation/records generated in connection with the Employment Health Services are the property of Company. Such information is gathered by the employer for non-clinical purposes and will not constitute "protected health information" under HIPAA. Such information shall be provided to Company.

SCHEDULE C
WELLNESS PROGRAM/EMPLOYEE HEALTH PROGRAM SERVICES

Summary

To provide wellness programs or employee health program services ("Wellness Program Services") to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

1. Services to be Performed by OhioHealth Employer Solutions

Registered Dietitian Support \$9,000 annually (\$750 billed monthly)
10 hours per month to include:
-Monthly 2-page newsletter for medics (will include fitness articles, as available)
-One cooking demo/education session at one station per month (OH to provide food, see below for details)
-One-on-one consultations with medics with remainder of hours
-RD will utilize OhioHealth catering for food purchases for monthly cooking demos
-Food costs will be billed as used, not to exceed annual amount

2. Location and Hours of Operation

Services to be rendered onsite at DCEMS locations. Scheduled to be coordinated by OHES Exercise Physiologist and DCEMS Assistant Chief for Administration.

3. Records

Documentation/records generated by Employer Solutions in connection with the Wellness Program Services are the property of Employer Solutions and will constitute "protected health information" under HPAA. Records will not be disclosed to Company unless the employee has expressly authorized such disclosure.

4. Data Sharing

☐ Data WILL be shared
☒ Data WILL NOT be shared

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

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RESOLUTION NO. 26-540

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE PROPOSALS FOR
RESIDENTIAL AND NON-RESIDENTIAL INSPECTION SERVICES, PLAN REVIEW SERVICES
AND BUILDING OFFICIAL SERVICES:

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

WHEREAS, the Department of Building Safety recommends soliciting proposals for Residential and Non-Residential Inspection Services, Plan Review Services and Building Official Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Request for Proposal for Residential and Non-Residential Inspection Services, Plan Review Services and Building Official Services and authorizes the Department of Building Safety to advertise for and receive proposals on behalf of the Board in accordance with the following Public Notice:

PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for residential and non-residential inspection services, plan review services and building official services. The contract period

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shall be for one (1) year. Proposals will be received at the Delaware County Department of Building Safety, 1610 State Route 521, PO Box 8006, Delaware, Ohio 43015, until 3:00 p.m. on Wednesday, August 19, 2026. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the time and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Building Safety Office, 1610 State Route 521, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the offeror’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the offeror and Delaware County. Delaware County shall have no liability whatsoever to any offeror whose proposal is not accepted.

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

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RESOLUTION NO. 26-541

**IN THE MATTER OF REAPPOINTING MEMBERS TO THE JOB AND FAMILY SERVICES
COMMUNITY PLANNING COMMITTEE:**

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

WHEREAS, section 329.06 of the Revised Code requires the establishment of a Job and Family Services Community Planning Committee (the “Community Planning Committee”), whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Delaware County Board of Commissioners (the “Board of Commissioners”) and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the Board of Commissioners considers relevant to the provision of social services and workforce development programs; and

WHEREAS, the terms of representatives of the Delaware-Morrow Mental Health & Recovery Services Board, Delaware County Transit, People In Need, and the United Way of Delaware County will expire on October 4, 2026; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint representatives selected by Delaware-Morrow Mental Health & Recovery Services Board, Delaware County Transit, People In Need and the United Way of Delaware County;

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

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the reappointments made herein by choosing to waive the requirement for posting the positions and to proceed directly to reappointment.

Section 2. The Board of Commissioners hereby approves the reappointment of the following members of the Community Planning Committee for the terms specified herein:

Appointee	Term Ends
Kristan Warren (Delaware-Morrow Mental Health & Recovery Services Board	October 4, 2029
Andy Volenik (Delaware County Regional Transit Authority)	October 4, 2029
Meredith Day (People In Need)	October 4, 2029
Brande Urban (United Way of Delaware County)	October 4, 2029

Section 3. The reappointments approved herein shall take effect October 5, 2026.

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

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RESOLUTION NO. 26-542

IN THE MATTER OF REAPPOINTING MEMBERS TO THE DELAWARE COUNTY PUBLIC DEFENDER COMMISSION:

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

WHEREAS, in Resolution No. 20-781, adopted on September 3, 2020, the Delaware County Board of Commissioners (the “Board”) established the Delaware County Public Defender Commission (the “Commission”), effective October 1, 2020; and

WHEREAS, Section 3 of the Resolution states that the Board shall, pursuant to section 120.13 of the Revised Code, make the following appointments to the Commission: (A) Two members who shall serve terms commencing on the date of establishment of the Commission and expiring two years thereafter; and (B) One member who shall serve a term commencing on the date of establishment of the Commission and expiring four years thereafter; and

WHEREAS, pursuant to section 120.13 of the Revised Code, at least one of the Board’s appointments shall be an attorney admitted to the practice of law in this state; and

WHEREAS, the terms for two seats will expire October 1, 2026; and

WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to make the necessary reappointment of members of the Commission;

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

Section 1. The Board hereby approves an exception to the Policy for the reappointments made herein by choosing to waive the requirement for posting the positions and to proceed directly to reappointment.

Section 2. The Board hereby approves the reappointment of the following members to the Public Defender Commission for the terms specified herein:

Appointee	Term Commences	Term Ends
David Riepenhoff	October 1, 2026	October 1, 2030
Nancy Krueger	October 1, 2026	October 1, 2030

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Public Defender Commission.

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

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RESOLUTION NO. 26-543

IN THE MATTER OF AMENDING RESOLUTION NO. 25-981, APPOINTING A MEMBER TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD OF TRUSTEES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County District Library pursuant to section 3375.19 of the Revised Code; and

WHEREAS, the Board of Commissioners is responsible for making several appointments to the Delaware County District Library Board of Trustees (the “Library Board”), pursuant to section 3375.22 of the Revised Code; and

WHEREAS, on November 20, 2025, the Board of Commissioners adopted Resolution No. 25-981, appointing Stacey Neff to the Library Board; and

WHEREAS, based on the Ohio Attorney General’s opinion in OAG 2026-007, the term stated in Resolution No. 25-981 is incorrect and requires amendment to reflect an end date of December 31, 2029;

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

Section 1. The Board of Commissioners hereby amends Resolution No. 25-981 to correct Stacey Neff’s term as a member of the Library Board to reflect the correct end date of December 31, 2029.

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Section 2. The Clerk is directed to deliver a copy of this Resolution to the Library Board.

Section 3. This Resolution shall be effective immediately upon adoption.

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

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RESOLUTION NO. 26-544

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2027 TAXES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the “Board”) owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$172,691.50 to the County Auditor for the 2027 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

2027 Sewer Tax Assessments
To be certified by the Board of Commissioners on 7/30/2026

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$57,213.00
66211900-4108-11904 – Alum Creek	\$95,843.04
66211900-4108-11905 – Lower Scioto	\$7,251.47
66211900-4108-11912 - Package Plants	\$12,383.99
Total Assessments	\$172,691.50

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

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Tiffany Maag, Director Of Environmental Services And Regional Sewer District
Sanitary Approval Update For June And July

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Jennifer Way Young, Community Health Specialist 2 Keep Delaware County Beautiful Coordinator
Presentation On Delaware County DKMM Activity Report January To June, 2026
- Wreaths Across America Deconstruction: 5733#, 3038 wreaths, volunteers from DACC Landscape, Wildlife, and CBI programs from Dempsey and BVMS
 - Participated in Waste Audit Training
 - Paper Shredding Event: 188 vehicles 4.48 tons in 90 minutes to 2 hours and filled the truck.
 - Participated in the Marion Co HHW Day; 324 vehicles; Largest Marion event since 2012 and the shortest wait time
 - By Appointment HHW and Electronics Drop Off (April, May and June) 164 vehicles and 52 TVs were collected.
 - Electronics Drop Off Event: 128 vehicles; filled 2 box trucks
 - The 2026 Great American Clean Up had 642 volunteers collect 4520# of litter from public areas
 - The 2026 Great American Clean Up’s 668 volunteers collected 4520# of litter from public areas
 - Began planning a food composting /rescue plan pilot program with DKMM
 - Eleven presentations to 280 youth and adults

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- Tabled at 4 events including the Delaware County Employees Health Fair, the Repair Café, Earth Day at the Columbus Zoo and the Olentangy River Festival

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ADMINISTRATOR REPORTS: Nothing to report

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis:

- Attended Lt. Butler recognition breakfast and presentation
 - He is well liked and will be missed
 - He will continue with the child abduction program
 - He will remain as a Perry Township officer

Commissioner Merrell:

- Will attend the DCRPC meeting this evening

Commissioner Benton:

- Attended LandBank Meeting Monday
 - Provides grants to local entities for demolitions
- Ohio Department of Development has new grants available
 - Deadline for submitting these grants is September 11
 - They are a statewide competitive grant
- Attending a 23/71 meeting today
- CEBCO renewal meeting tomorrow
- Will not be able to attend DCRPC tonight – Celebrating mother’s 99th Birthday.

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RESOLUTION NO. 26-545

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND
SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of employment and compensation of a public employee or public official and for security arrangements and emergency response protocols.

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

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RESOLUTION NO. 26-546

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners