

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 17, 2026

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

Present:
Jeff Benton, President
Barb Lewis, Commissioner

Absent:
Gary Merrell, Vice President

1
RESOLUTION NO. 26-582

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD AUGUST 13, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on August 13, 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	absent
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2
PUBLIC COMMENT
Mr. Bill Perkins is inquiring about tax money.
Mr. Andrew Mitchell is inquiring about accountability.

3
RESOLUTION NO. 26-583

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0814, MEMO TRANSFERS IN
BATCH NUMBERS MTAPR0814:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0814, memo transfers in batch numbers MTAPR0814, and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase				
				Line
PR Number	Vendor Name	Line Desc	Line Account	Amount
R2604212	CITY OF DELAWARE FISCAL OFFICER, BST	PERMIT FEES - SHARED SERVICES BUILDING	42411477 - 5410	\$175,747.80
R2604218	& G FIRE DEPARTMENT	EMS 11 SHARED UTILITIES BST&G	10011303 - 5325	\$13,000.00
Vote on Motion	Mr. Merrell	absent	Mrs. Lewis	aye
			Mr. Benton	aye

4
RESOLUTION NO. 26-584

IN THE MATTER OF CHANGING THE LOCATION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION FOR MONDAY SEPTEMBER 21, 2026, TO THE DELAWARE COUNTY FAIRGROUNDS:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to change the location of the Delaware County Board of Commissioners’ session scheduled for Monday September 21, 2026, to the Delaware County Fairgrounds.

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

5
RESOLUTION NO. 26-585

IN THE MATTER OF CANCELING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSIONS SCHEDULED FOR THURSDAY SEPTEMBER 24, 2026, AND THURSDAY OCTOBER 22, 2026:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to cancel the Delaware County Board of Commissioners’ sessions scheduled for Thursday September 24, 2026 and Thursday October 22, 2026.

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

6
RESOLUTION NO. 26-586

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Office is requesting that Chad Smith attend the Midwest U.S. Japan Association 2026 Conference at Westin Hotel, Indianapolis on September 9, 2026, to September 11, 2026, at a cost of \$1,310.00. (fund account number 2101113)

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

7
RESOLUTION NO. 26-587

IN THE MATTER OF A NEW LIQUOR LICENSE FROM ONE TIRED MOMMA LLC FORWARDING TO L&S KITCHEN AND LOUNGE INC., 1262 EAST POWELL ROAD, LEWIS CENTER, OH 43035 FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D-3, D-3A, D-1 and D-2 license from One Tired Momma LLC, 1262 East Powell Road., Lewis Center, OH 43035 to L&S Kitchen and Lounge, Inc. Orange Township; and

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

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

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

8
RESOLUTION NO. 26-588

IN THE MATTER OF APPROVING AN ADDITIONAL REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:

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

WHEREAS, section 5705.313(A)(1) of the Revised Code authorizes a board of county commissioners that has adopted a resolution pursuant to section 5739.021 or 5739.026 of the Revised Code to adopt an accompanying resolution reducing the rate of any property tax the county currently is levying for current expenses within the ten-mill limitation; and

WHEREAS, the Board of Commissioners of Delaware County (the “Board”) has adopted a resolution pursuant to section 5739.021 approving a sales and use tax and has determined that it is appropriate to reduce the rate of real property tax that the County currently levies for current expenses within the ten-mill limitation; and

WHEREAS, the current millage rate for current expenses of the County is 2.8 mills, and the number of mills not currently levied is 1.5 mills, established by Resolution No. 07-543 and Resolution No. 25-640, resulting in an actual current levy of 1.3 mills; and

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WHEREAS, the 0.5 mill reduction established in Resolution No. 25-640 is only effective for the 2025 tax year (2026 collections); and

WHEREAS, the Board desires to provide tax relief to the owners of real property in Delaware County by approving an additional reduction in the rate of real property tax, pursuant to section 5705.313(A)(1), in the amount of 0.5 mill, to be effective for the 2026 tax year only (2027 collections); and

WHEREAS, the 0.5 mill reduction shall be in addition to the 1.0 mill reduction enacted in Resolution No. 07-543; and

WHEREAS, the enacted sales and use taxes will generate revenue in excess of the total reduction in the rate of real property tax;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO, THAT:

Section 1. Pursuant to section 5705.313(A)(1) of the Revised Code, and in order to provide tax relief for the owners of real property in Delaware County, the rate of real property tax currently levied for Delaware County’s current expenses within the ten-mill limitation is hereby reduced by an additional amount equal to 0.5 mill for each dollar of valuation on each One Hundred Dollars (\$100.00) of assessed value. The current millage rate for current expenses of the County was reduced from 2.8 mills to 1.8 mills, pursuant to Resolution No. 07-543, and was additionally reduced from 1.8 mills to 1.3 mills, pursuant to Resolution No. 25-640, effective only for the 2025 tax year. The Board hereby resolves that there shall be a continuation of the additional reduction in the amount of 0.5 mill for an effective rate of 1.3 mills. Said 0.5 mill reduction shall take effect on January 1, 2027, or on such later date as provided by law, and shall be effective for the 2026 tax year only.

Section 2. The Clerk of the Board shall deliver a certified copy of this Resolution to the County Auditor and the Budget Commission.

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

9
RESOLUTION NO. 26-589

IN THE MATTER OF AUTHORIZING A REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ARCHITECTURAL / ENGINEERING DESIGN SERVICES AS ARCHITECT-OF-RECORD FOR SOIL AND WATER STORAGE FACILITY FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Director of Facilities recommends issuing a request for statements of qualifications for professional design services for a storage facility for Soil and Water;

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

**SOIL & WATER STORAGE FACILITY
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 new storage barn for the Delaware County Soil & Water Conservation District.

The work may involve, but is not limited to, 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, October 1, 2026**. Submittals pursuant to this invitation will not be received

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after the hour and date stated above.

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

10
RESOLUTION NO. 26-590

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS AND ESTABLISHING STOP CONDITIONS AND RELEASING BONDS FOR HIDDEN CREEK ESTATES SECTION 1 AND EVANS FARM SECTION 6, PHASE A, PART 1:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in Hidden Creek Estates Section 1 and Evans Farm Section 6, Phase A, Part 1 (the “Subdivisions”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivisions be accepted into the public system:

Hidden Creek Estates Section 1:

- An addition of 0.160 mile to Township Road number 1941, Sparks Drive
- An addition of 0.553 mile to Township Road number 1518, Killdeer Place

Evans Farms Section 6, Phase A, Part 1:

- An addition of 0.626 mile to Township Road number 1818, Evans Farm Drive
- An addition of 0.507 mile to Township Road number 1823, Hickory Drive
- An addition of 0.160 mile to Township Road number 1942, English Drive
- An addition of 0.198 mile to Township Road number 1943 Leopold Drive
- An addition of 0.424 mile to Township Road number 99, Piatt Road
- An addition of 0.129 mile to Township Road number 1942, English Drive
- An addition of 0.168 mile to Township Road number 1943, Leopold Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivisions; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivisions:

- On Township Road number 1941 Sparks Drive at its intersection with Township Road 35 South 3 B’s & K Road
- 2 stops on Township Road number 1518 Killdeer Place at its intersection with Township Road number 1941 Sparks Drive
- 2 stops on Township Road number 1823 Hickory Drive at its intersection with Township Road number 1942, English Drive
- On Township Road number 1943 Leopold Drive at its intersection with Township Road number 1823, Hickory Drive
- 2 stops on Township Road number 1943Leopole Drive at its intersection with Township Road number 1942 English Drive; and

WHEREAS, the Engineer also requests approval to return the maintenance bonds being held for each of the Subdivisions;

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 roads, approves speed limits and stop conditions, and releases maintenance bonds in accordance with the Engineer’s recommendations stated herein.

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

11
RESOLUTION NO. 26-591

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR HOWARD FARM SECTION 5:

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

WHEREAS, Homewood Corporation has submitted the plat of subdivision for Howard Farms Section 5, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of subdivision for Howard Farms Section 5:

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lots 5 (3.202 acres.) and 6 (3.738 acres) and 11 (2.082 acres) and 12 (3.495 acres), Quarter Township 3, Township 4, Range 18, United States Military Lands, containing 12.517 acres of land, more or less, said 12.517 acres being a part of that tract of land conveyed to Homewood Corporation by deed of record in Official Record 719, Page 1262, Recorder’s Office, Delaware County, Ohio.

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

12
RESOLUTION NO. 26-592

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

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

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

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

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0222	SUNRISE TELECOM	HANOVER RD	POWER SUPPLY CABINET
UT2026-0223	CINCINNATI BELL	CONCORD	RELOCATE FIBER
UT2026-0224	AEP	AFRICA RD	REPLACE POLES
Ut2026-0225	SPD PERMITTING	GUILFORD RD	REPLACE BURIED CABLE
Ut2026-0226	SPD PERMITTING	CHESHIRE RD	REPLACE POWER CABINET
Ut2026-0227	AT&T OHIO	HOME RD & GREEN MEADOWS	BORE AND PLACE HANDHOLES
UT2026-0228	BRIGHTSPEED	ROME CORNERS RD	RELOCATION OF HANDHOLE
UT2026-0229	PEARCE SERVICES	BALE KENYON RD	BORING/REPLACING
UT2026-0230	SPD PERMITTING	E ORANGE RD	AERIAL CABLE

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

13
RESOLUTION NO. 26-593

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KORDA/NEMETH ENGINEERING, INC., FOR THE PROJECT KNOWN AS DEL-CR 72-3.83, CHESHIRE ROAD OVER ALUM CREEK STATE PARK ROAD:

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

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

WHEREAS, the County Engineer has received proposals from design consultants interested in providing services for the project known as DEL-CR 72-3.83, Cheshire Road over Alum Creek State Park Road; and

WHEREAS, the County Engineer has selected the design firm Korda/Nemeth Engineering, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and requests that the Board enter into a Contract with said firm;

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

PROFESSIONAL SERVICES AGREEMENT
DEL-CR 72-3.83
Cheshire Road over Alum Creek State Park Road

This Agreement is made and entered into this 17th day of August, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Korda/Nemeth Engineering, Inc., 1650 Watermark Drive, Suite 200, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

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The Consultant shall provide professional design services for the Structure Type Study development including surveying and mapping services in connection with the project known as DEL-CR 72-3.83, Cheshire Road over Alum Creek State Park Road for the development of bridge replacement / rehabilitation plans to be determined in Phase 2 of this contract. (the professional design services being referred to herein as the “Services”).

- 1.1 Field survey and mapping, conceptual design, and Structure Type Study will be included in this Phase 1 contract.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are further defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Scope of Services and Price Proposal dated June 18, 2026.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$96,332.00, which amount shall not be exceeded without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

Project Manager:

Name: Delaware County Engineer
Attn: Andrew T. Forman, P.E. (Project Engineer)

Address: 1610 State Route 521, Delaware, Ohio 43015

Telephone: (740) 833-2400

Email: AFortman@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Brooks Vogel, P.E.

Address of Firm: 1650 Watermark, Dr., Suite 200

City, State, Zip: Columbus, OH 43215

Telephone: 614-487-1650

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Email: brooks.vogel@korda.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer and on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Consultant shall commence Services upon a written authorization to proceed from the County Engineer and shall complete the Services in a timely manner.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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

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13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,
PERSONNEL CATEGORIES, AND LABOR RATES

County Route and
Section:
Agreement No.:
PID:
PDP Path Used:
CONSULTANT:

DEL-CR 72-3.83
1
121065

Korda

Proposal
Date:
Revised
Date:

11/5/2025
6/18/2026

PROJECT
DESCRIPTION:

Replacement or
rehabilitation of a 3
span prestressed
concrete box beam
bridge carrying
Cheshire Road over an
access road for Alum
Creek State Park

HOURLY RATES

Proj Exec / Proj Mgr
Sr Engineer
Proj Engineer or Survey
R/W or Env. Specialist
PI Specialist or
Clerical

\$86.50
\$75.00
\$70.00
\$70.00
\$57.00
\$50.00

Average
Overhead
Rate =
Overhead Percentage =
Net Fee Percentage =
Cost of Money =

160.84%
147.00%
11.00%
0.00%

(Net Fee Calc.)

Task #	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2	Preliminary Engineering Phase										
2.3	AER Design										
2.3	Subtotal	0	56.65	250	\$14,162	\$20,818	\$0	\$0	\$0	\$4,063	\$39,044
2.4	Prepare Cost Estimates										
2.4	Subtotal	0	70.00	20	\$1,400	\$2,058	\$0	\$0	\$0	\$402	\$3,860
2.5	AER Submittal and Other Studies										
2.5	Subtotal	0	70.00	253	\$17,710	\$26,034	\$0	\$0	\$0	\$5,081	\$48,825
2.8	Project Management for Preliminary Engineering Phase										
2.8	Subtotal	0	72.61	23	\$1,670	\$2,455	\$0	\$0	\$0	\$479	\$4,604
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	0	64.00	546	\$34,942	\$51,365	\$0	\$0	\$0	\$10,026	\$96,332
	Subtotal of Authorized Tasks	0	64.00	546	\$34,942	\$51,365	\$0	\$0	\$0	\$10,026	\$96,332
PART 1	GRAND TOTAL	0	64.00	546	\$34,942	\$51,365	\$0	\$0	\$0	\$10,026	\$96,332

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

14
RESOLUTION NO. 26-594

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS
COURTYARDS AT BIG WALNUT ROAD WIDENING AND RELEASING CONSTRUCTION
BOND:

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

WHEREAS, on September 29, 2025, the Delaware County Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with Epcon Big Walnut, LLC (the “Owner”) for the project known as Courtyards at Big Walnut Road Widening (the “Improvements”); and

WHEREAS, the County Engineer has inspected the Improvements and finds them to be constructed in accordance with approved plans; and

WHEREAS, the County Engineer recommends the Board accept the Improvements in accordance with the Owner’s Agreement and release the bond being held as construction surety to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvements made for Courtyards at Big Walnut Road Widening in accordance with the Owner’s Agreement and releases the bond being held as construction surety to the Owner.

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

15
RESOLUTION NO. 26-595

IN THE MATTER OF APPROVING A JOINT APPLICATION BY THE PROSECUTING ATTORNEY
AND THE BOARD OF COUNTY COMMISSIONERS TO THE COMMON PLEAS COURT TO
AUTHORIZE THE BOARD TO EMPLOY THE LAW FIRM FISHEL DOWNEY ALBRECHT &
RIEPENHOFF LLC AS OUTSIDE LEGAL COUNSEL TO ADVISE, REPRESENT, PROSECUTE ON
BEHALF OF, AND/OR DEFEND JEFFREY C. BALZER, DELAWARE COUNTY SHERIFF, IN
MATTERS RELATED TO THE SHERIFF’S INVOLVEMENT IN LIMITED HOME RULE
TOWNSHIPS IN DELAWARE COUNTY, OHIO:

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 17, 2026

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

PREAMBLE

WHEREAS, pursuant to R.C. § 305.14(A), the Delaware County Board of Commissioners (“Board”) desires to approve a joint application by it and the Prosecuting Attorney, Delaware County, Ohio (“Prosecutor”) to the Common Pleas Court, Delaware County, Ohio (“Court”) to authorize the Board to employ the law firm Fishel Downey Albrecht & Riepenhoff LLC as outside legal counsel to advise, represent, prosecute on behalf of, and/or defend Jeffrey C. Balzer, Delaware County Sheriff (“Sheriff”); and,

WHEREAS, the appointment of legal counsel is necessary because the Prosecutor has a conflict of interest; and,

WHEREAS, the compensation for the law firm Fishel Downey Albrecht & Riepenhoff LLC shall not exceed \$20,000.00, at an hourly rate not to exceed \$230.00 an hour; and,

WHEREAS, the length of employment for the law firm Fishel Downey Abrecht & Riepenhoff LLC will be until such employment is no longer necessary.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. For the foregoing reasons, the Board, pursuant to R.C. § 305.14(A), hereby approves the attached joint application (Exhibit A) by it and the Prosecutor to the Court to authorize the Board to employ the law firm of Fishel Downey Albrecht & Riepenhoff LLC as outside legal counsel, with compensation not to exceed \$20,000.00, at an hourly rate not to exceed \$230.00 an hour, to advise, represent, prosecute on behalf of, and/or defend the Sheriff in the above-named matters.
- B. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- C. This Resolution shall be in full force and effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS:

- CA Davies: reminded the commissioners and public the tax rollbacks have been in place since 1997 and have saved taxpayers \$258 million.
- Deputy Administrator Huston – nothing to report
- Deputy Administrator and Counsel Hochstettler – nothing to report

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COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner Merrell – Absent
- Commissioner Lewis:
 - Would like to thank all staff working diligently during this weather.
- Commissioner Benton:
 - No Session August 20, 2026
 - MORPC Luncheon last Thursday
 - Regarding Data Centers (plus/minus, creates some employment, and property tax)
 - State Ag Advisory Board Meeting Tuesday
 - Joint Economic Development Meeting Wednesday
 - Preservation Parks Bale Canyon Road Barn is complete
 - CEBCO Meeting this Friday
 - COYC Meeting Thursday

18

RESOLUTION NO. 26-596

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COLLECTIVE BARGAINING:

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

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

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of collective bargaining.

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

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RESOLUTION NO. 26-597

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners