

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

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

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

1
RESOLUTION NO. 26-613

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD AUGUST 24, 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 August 24, 2026; and

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

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

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

2
PUBLIC COMMENT

Mr. Andrew Mitchell-inquiring about accountability on a contract

3
RESOLUTION NO. 26-614

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0826, MEMO TRANSFERS IN
BATCH NUMBERS MTAPR0826:

It was moved by Mrs. Lewis, seconded by Mr. Merrell,, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0826, memo transfers in batch numbers MTAPR0826, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2601590	NCL OF WISCONSIN (REG. SEWER)	66211900-5201	\$8,000.00
P2603046	VILLAGE NETWORK JFS PROGRAM	22511607-5350	\$17,700.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2604294	US BANK	SERIES 2015 DEBT	58011181 -	\$ 632,607.64
		REFUNDING	5720	
R2604294	US BANK	SERIES 2015 DEBT	58011181 -	\$ 29,935,000.00
		REFUNDING	5725	
R2604297	HOUSE OF SECURITY	911 CARNEGIE RENOVATIONS	42011438 -	\$ 5,202.88
			5410	

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

4
RESOLUTION NO. 26-615

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM
AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING
ANNEXATION OF 116.665 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF
DELAWARE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to acknowledge that on August 19, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 116.665 acres of land from Berlin Township to the City of Delaware.

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

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5
RESOLUTION NO. 26-616

IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has a long history of cooperation with and support of the Delaware County Agricultural Society (the “Society”) and the Delaware County Fair; and

WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County, all in accordance with section 307.07(B)(6) of the Revised Code;

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

Section 1. The Board approves accepting this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Delaware County Administrator to cause distribution of said tickets to visiting dignitaries, in order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

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

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

6
RESOLUTION NO. 26-617

IN THE MATTER OF RANKING PROFESSIONAL ENGINEERING FIRMS FOR THE NFPA 70E ARC FLASH AND NFPA 70B ELECTRICAL MAINTENANCE PROGRAM ASSESSMENT FOR DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) received statements of qualifications and technical proposals from four professional engineering firms to perform an NFPA 70E Arc Flash and NFPA 70B Electrical Maintenance Program Assessment for Delaware County Facilities; and

WHEREAS, a proposal evaluation committee reviewed and evaluated the statements of qualifications and technical proposals and recommends that the firms be ranked in the following order: (1) Cardinal Compliance Consultants, LLC; (2) LND Technical Services LLC; (3) AMPSAFE, LLC; and (4) SCT Operations, Inc; and

WHEREAS, section 153.69(A) of the Revised Code requires the public authority to select and rank firms it considers most qualified to provide the required professional engineering services; and

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

Section 1. The Board hereby selects and ranks the following professional engineering firms, in order of qualifications, to perform the NFPA 70E Arc Flash and NFPA 70B Electrical Maintenance Program Assessment for Delaware County Facilities:

- 1. Cardinal Compliance Consultants, LLC;
- 2. LND Technical Services LLC;
- 3. AMPSAFE, LLC; and
- 4. SCT Operations, Inc.

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Section 2. In accordance with section 153.69(B) of the Revised Code, the Board hereby authorizes the County Administrator to enter into contract negotiations with Cardinal Compliance Consultants, LLC.

Section 3. If negotiations with the firm ranked most qualified are unsuccessful, the County Administrator is authorized to terminate those negotiations in writing and proceed with negotiations with the next most qualified firm, in order of ranking, in accordance with section 153.69(D) of the Revised Code.

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

7
RESOLUTION NO. 26-618

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND OTIS ELEVATOR COMPANY FOR INSTALLATION OF DOOR OPERATORS FOR AN ELEVATOR UNIT AT THE COUNTY’S HAYES BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of a Services Agreement with Otis Elevator Company for installation of door operators on an elevator unit at the County’s Hayes Building;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Services Agreement with Otis Elevator Company for installation of door operators on an elevator unit at the County’s Hayes Building:

SERVICES AGREEMENT

This Agreement is made and entered into on August 27, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Otis Elevator Company, 777 Dearborn Park Lane, Suite L, Columbus, Ohio 43085 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide labor, materials, tools, and equipment necessary for the installation of Otis Glide A door operators on elevator unit 461930 (ELV 1) at the County’s Hayes Building, located at 145 North Union Street, Delaware, Ohio (the “Services”).
- 1.2 The Services shall be rendered by the Contractor in accordance with the Contractor’s Service and Repair Order, Proposal QTE-002500296, dated July 27, 2026 (the “Quote”), which is attached hereto as Exhibit A and, by this reference, incorporated herein.
- 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 the authority to review changes to, and 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 Compensation for Services provided under this Agreement shall be in accordance with the Quote.
- 4.2 Total compensation under this Agreement shall not exceed \$58,500.00 without subsequent modification in accordance with Section 3.1.
- 4.3 The compensation specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, tools, and materials necessary to complete the Services.

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5 PAYMENT

- 5.1 Compensation shall be paid in accordance with the Quote, 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 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; EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly in accordance with the Quote. The Contractor acknowledges that time is of the essence and shall perform the services promptly, diligently, and in a workmanlike manner.
- 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; LIMITATION OF LIABILITY

- 8.1 The Contractor agrees to indemnify the County for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by the Contractor's negligence, willful misconduct, or material breach of this Agreement, but not to the extent caused by others. The Contractor's duty to indemnify does not include a duty to defend during the pendency of any claim or action.
- 8.2 Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

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.

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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. 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

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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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

8
RESOLUTION NO. 26-619

IN THE MATTER OF APPROVING AN ONLINE SUBSCRIPTION AND SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROCORE TECHNOLOGIES, INC.:

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

WHEREAS, Procore Technologies, Inc. offers cloud-based construction management and progress documentation software, which the Sewer District desires to utilize for Sewer District construction projects; and

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Procore Technologies, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Agreement with Procore Technologies, Inc.

PROCORE TECHNOLOGIES, INC. SUBSCRIPTION AND SERVICES AGREEMENT
(A copy of this agreement is available in the Sanitary Engineer’s Office and in the Commissioners’ Office and shall be retained in accordance with the application records retention schedule(s))

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

9
RESOLUTION NO. 26-620

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PRIME CONSTRUCTION MANAGEMENT & SURVEY FOR ON-CALL SERVICES:

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

WHEREAS, the Board of Commissioners previously entered into a contract on January 22, 2026 with Prime Construction Management & Survey for On-Call Services; and

WHEREAS, Amendment No. 1 authorizes an increase to the contract cost in the amount of \$250,000.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with Prime Construction Management & Survey for On-Call Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following Amendment No. 1 to the Professional Services Contract with Prime Construction Management & Survey:

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to the Professional Services Agreement, dated January 22, 2026 (the “Agreement”), is made and entered into on August 27th, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Prime Construction Management & Survey, 8415 Pulsar Place, Suite 300, Columbus, Ohio 43240 (“Consultant”), hereinafter collectively referred to as the “Parties.”

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement by increasing the maximum total compensation stated in Section 4.2 of the Agreement from \$200,000 to \$450,000.

ARTICLE 2 – REMAINING PROVISIONS

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All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

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

10
TIFFANY MAAG,
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE

11
RESOLUTION NO. 26-621

IN THE MATTER OF CONFIRMING REVISED CONSTRUCTION ASSESSMENTS FOR THE
GRIFFITH #391 DRAINAGE IMPROVEMENT PROJECT AS A RESULT OF SPLITS OR
SUBDIVISION OF PARCELS OF REAL PROPERTY SUBJECT TO THE ASSESSMENTS:

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

WHEREAS, on July 28, 2025, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 25-561, establishing a drainage maintenance account (#2501) and approving the permanent drainage maintenance easement for the Griffith #391 Drainage Improvement Project; and

WHEREAS, on August 28, 2025, the Board adopted Resolution No. 25-666, approving the final schedule of construction assessments for the Griffith #391 Drainage Improvement Project; and

WHEREAS, subsequent to the approval of the final schedule of construction assessments, certain parcels of real property subject to the assessments have been the subject of splits or subdivision; and

WHEREAS, the Director of Finance recommends confirming revised construction assessments for the Griffith #391 Drainage Improvement Project to reflect the splits or subdivision of parcels that have occurred since the previous certification to the Delaware County Auditor;

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

Section 1. The Board hereby confirms the revised construction assessments for the Griffith #391 Drainage Improvement Project as set forth in the schedule attached hereto and, by this reference, incorporated herein.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution, including the schedule attached hereto, to the Delaware County Auditor on or before September 14, 2026.

Section 3. The Board hereby finds and determines that the revisions approved herein are only necessary for the equitable allocation of the costs of the Griffith #391 Drainage Improvement Project, and this Resolution shall not modify the interest rate or payment schedule set forth in Resolution No. 25-666.

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

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

12
RESOLUTION NO. 26-622

IN THE MATTER OF CONFIRMING REVISED CONSTRUCTION ASSESSMENTS FOR THE
THOMAS #9 DRAINAGE IMPROVEMENT PROJECT AS A RESULT OF SPLITS OR
SUBDIVISION OF PARCELS OF REAL PROPERTY SUBJECT TO THE ASSESSMENTS:

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

WHEREAS, on December 7, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-1109, establishing a drainage maintenance account (#2004) and approving the permanent drainage maintenance easement for the Thomas #9 Drainage Improvement Project; and

WHEREAS, on September 2, 2021, the Board adopted Resolution No. 21-814, approving the final schedule of construction assessments for the Thomas #9 Drainage Improvement Project; and

WHEREAS, subsequent to the approval of the final schedule of construction assessments, certain parcels of real property subject to the assessments have been the subject of splits or subdivision; and

WHEREAS, the Director of Finance recommends confirming revised construction assessments for the Thomas #9 Drainage Improvement Project to reflect the splits or subdivision of parcels that have occurred since the previous certification to the Delaware County Auditor;

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

Section 1. The Board hereby confirms the revised construction assessments for the Thomas #9 Drainage Improvement Project as set forth in the schedule attached hereto and, by this reference, incorporated herein.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution, including the schedule attached hereto, to the Delaware County Auditor on or before September 14, 2026.

Section 3. The Board hereby finds and determines that the revisions approved herein are only necessary for the equitable allocation of the costs of the Thomas #9 Drainage Improvement Project, and this Resolution shall not modify the interest rate or payment schedule set forth in Resolution No. 21-814.

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

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

13
RESOLUTION NO. 26-623

IN THE MATTER OF CONFIRMING REVISED CONSTRUCTION ASSESSMENTS FOR THE HAVENS #503 DRAINAGE IMPROVEMENT PROJECT AS A RESULT OF SPLITS OR SUBDIVISION OF PARCELS OF REAL PROPERTY SUBJECT TO THE ASSESSMENTS:

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

WHEREAS, on August 13, 2018, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-886, establishing a drainage maintenance account (#1814) and approving the permanent drainage maintenance easement for the Havens #503 Drainage Improvement Project; and

WHEREAS, on September 6, 2018, the Board adopted Resolution No. 18-961, approving the final schedule of construction assessments for the Havens #503 Drainage Improvement Project; and

WHEREAS, subsequent to the approval of the final schedule of construction assessments, certain parcels of real property subject to the assessments have been the subject of splits or subdivision; and

WHEREAS, the Director of Finance recommends confirming revised construction assessments for the Havens #503 Drainage Improvement Project to reflect the splits or subdivision of parcels that have occurred since the previous certification to the Delaware County Auditor;

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

Section 1. The Board hereby confirms the revised construction assessments for the Havens #503 Drainage Improvement Project as set forth in the schedule attached hereto and, by this reference, incorporated herein.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution, including the schedule attached hereto, to the Delaware County Auditor on or before September 14, 2026.

Section 3. The Board hereby finds and determines that the revisions approved herein are only necessary for the equitable allocation of the costs of the Havens #503 Drainage Improvement Project, and this Resolution shall not modify the interest rate or payment schedule set forth in Resolution No. 18-961.

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

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

14
RESOLUTION NO. 26-624

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH K2M DESIGN, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE DELAWARE COUNTY NEW EMS STATION 3 / SHERIFF’S SOUTH SUBSTATION:

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

WHEREAS, the Director of Facilities recommends approval of Amendment No. 2 to the agreement with K2M Design, Inc. for professional design services for the Delaware County new EMS Station 3 / Sheriff’s South Substation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following amendment No. 2 to the agreement with K2M Design, Inc.:

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AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
New EMS Station 3 / Sheriff’s South Substation

This Amendment No. 2 to the Professional Services Agreement dated February 19, 2026 (the “Agreement”) is made and entered into on August 27, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and K2M Design, Inc., 3121 Bridge Ave., Cleveland, Ohio 44113 (the “Consultant”), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into the Agreement on or about February 19, 2026, providing for the Consultant to perform professional design services for the County’s new EMS Station 3 and Sheriff’s South Substation; and

WHEREAS, the Parties entered into Amendment No. 1 to the Agreement on or about July 21, 2026, to approve additional costs and times to complete the schematic design phase of the Services, as defined in the Agreement; and

WHEREAS, the Consultant has completed the schematic design phase of the Services and has submitted a proposal for completion of the remaining phases of professional design services;

NOW, THEREFORE, the Parties mutually agree to amend the Agreement, pursuant to Section 3.1 of the Agreement, as follows:

ARTICLE 1 – AMENDMENTS

- A. Sections 1.1 and 1.3 of the Agreement shall be modified to include in the definition of the Services the professional design services and additional services described in the Consultant’s proposal dated July 30, 2026 (“Contract Amendment No. 2”), attached hereto and, by this reference, incorporated herein.
- B. Section 4.1 of the Agreement shall be modified to include the compensation as set forth in Contract Amendment No. 2.
- C. Section 4.2 of the Agreement shall be modified to increase the maximum total compensation under the Agreement to \$1,002,350, which is the sum of the original maximum total compensation stated in the Agreement (\$187,900.00), plus the additional compensation approved in Amendment No. 1 to the Agreement (\$45,560.00), plus the additional compensation set forth in Contract Amendment No. 2 (\$768,890.00).

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

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

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DELAWARE COUNTY COMMISSIONERS

ADMINISTRATIVE REVIEW OF THE CONDITIONS STATED IN SECTION 709.023(E)
OF THE REVISED CODE FOR 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

Public Comments on Annexation Petition
1) Kevin Vaughn, Berkshire Township -against annexation petition-the Trustees filed the objection
2) Thomas L. Hart, Painter and Associates, Llc-for the annexation petition

THE COMMISSIONERS’ REVIEW WILL CONTINUE ON SEPTEMBER 3, 2026

ADMINISTRATOR REPORTS

- CA Davies-no reports
- Deputy Administrator Huston-no reports
- Deputy Administrator and Counsel Hochstettler-no reports

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

COMMISSIONERS’ COMMITTEES REPORTS

- **Commissioner Lewis**
 - CCAO Justice Safety Meeting are taking place
 - Attended the PIN 45-year Anniversary Event/thank you for their work
 - Spoke at the League of Women Voters Meeting
 - Attended a Regional Goodwill Industries meeting with JFS interim Director Jeff Sells/donations drive
- **Commissioner Merrell**
 - Turning Point is another local organization that accepts donations
 - Attended the PIN 45-year Anniversary Event/there is a need for assistance in Delaware County too/not all are financially well off and some struggle
 - Attended a construction tour with Commissioner Benton of the I-71/U.S. 36/SR 37 Sunbury interchange improvements project.
Congressman Troy Balderson was in attendance, Federal Dollars assisting with the project
 - CORSAs Training meet for County Employees was well attend/discount on premiums for county
 - CCAO conference starts this weekend and their Board meeting is Tuesday
 - RPC tonight
- **Commissioner Benton**
 - Attended a construction tour with Commissioner Merrell of the I-71/U.S. 36/SR 37 Sunbury interchange improvements project.
Congressman Troy Balderson was in attendance, Federal Dollars assisting with the project

RESOLUTION NO. 26-625

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT
LITIGATION:

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

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of purchase of property for public purposes and for pending or imminent litigation.

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

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

RESOLUTION NO. 26-626

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Absent
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There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners