

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 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

- 10:00 A.M. Public Hearing For Consideration Of The Bainbridge Mills Phase 1 Subdivision Watershed Drainage Improvement Petition
- 10:30 A.M. Reconvening Of Public Hearing For Consideration Of The Watson-Ford #25 Watershed Drainage Improvement Project

1
RESOLUTION NO. 26-547

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 30, 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 30, 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 administrative processes

3
RESOLUTION NO. 26-548

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0731:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0731 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2603968	EPS	CAMERAS - WILLIS BUILDING	42011438 - 5410	\$31,430.46
R2604029	SMITH FEIKE MINTON INSURANCE	ANNUAL WC EXCESS PREMIUM	61311923 - 5370	\$171,783.00

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

4
RESOLUTION NO. 26-549

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Kelsey Stickrath and Cory Gherman attend National Honor Guard Academy in Loveland, Ohio from August 23, 2026, to August 28, 2026, at the cost of \$3,280.00 (fund number 10011303).

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

DELAWARE COUNTY SHERIFF JEFF BALZER
INTRODUCTION OF CAPTAIN MICHAEL SCALLEY

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

5
RESOLUTION NO. 26-550

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS:

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

Transfer of Appropriation

From:	To:	
10011139-5001	10011139-5301	5,000.00
Public Info-Community Relation/Compensation	Public Info-Community Relation/ Contracted Prof Svcs	

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

6
RESOLUTION NO. 26-551

IN THE MATTER OF ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2026 ANNUAL ACTION PLAN:

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

WHEREAS, the United States Department of Housing and Urban Development requires communities to prepare an Annual Action Plan outlining community development needs, priorities and planned uses of grant funding in relation to the CDBG Urban County program; and

WHEREAS, a public hearing and comment period was recently held on the plan and County Administration recommends adopting the Delaware County Annual Action Plan for 2026;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby adopt the attached Delaware County Annual Action Plan for 2026.

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

7
RESOLUTION NO. 26-552

IN THE MATTER OF AUTHORIZING AN APPLICATION FOR FEDERAL ASSISTANCE
THROUGH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

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

WHEREAS, the County Administration requests authorization to submit an application for federal funding assistance through the US Department of Housing and Urban Development:

Source:	US Department of Housing and Urban Development
CFDA #:	14.218
Title:	Community Development Block Grant
Grant Amount:	\$434,811.00
10% Local Match:	<u>0.00</u>
Total Grant Amount:	\$434,811.00

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

Section 1. The Board hereby authorizes the submission of an application for federal funding assistance through the Community Development Block Grant program.

Section 2. The Board hereby designates the President of the Board and County Administrator as the authorized representatives for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the Grant agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Director of Finance shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

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

9
RESOLUTION NO. 26-553

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DĀNITE SIGN COMPANY TO INSTALL SIGNAGE AT THE COUNTY’S WILLIS BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and DāNite Sign Company to install signage at the County’s Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following services agreement with DāNite Sign Company, to install signage at the County’s Willis Building:

SERVICES AGREEMENT

This Agreement is made and entered into on August 3, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DāNite Sign Company, 1640 Harmon Avenue, Columbus, Ohio 43223 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide the labor and materials to install signage at the County’s Willis Building, 2079 US Hwy 23 N, Delaware, Ohio (the “Services”).
- 1.2 The Services shall be more fully described in, and rendered by the Contractor in accordance with, the Contractor’s Quote #1852.26-Q1 dated July 20, 2026 (the “Quote”), which is attached hereto 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 authority to review changes and order commencement and 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 Quote.
- 4.2 For all Services, the lump sum fee shall be \$69,025.00.
- 4.3 Total compensation under this Agreement shall not exceed \$69,025.00 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 in accordance with the Quote, 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 request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026**

needed 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 the order of the Director and shall complete the Services promptly, diligently, in a workmanlike manner, and in accordance with the Quote and the Director's 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 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

- 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**

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

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 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. Merrell aye Mrs. Lewis aye Mr. Benton aye

10
RESOLUTION NO. 26-554

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

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

WHEREAS, the below requests 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
UT2026-0210	SUNRISE TELECOM	GOODING BLVD	DIRECTIONAL BORE
UT2026-0211	SUNRISE TELECOM	PANHANDLE RD	UNDERGROUND FIBER
UT2026-0212	SUNRISE TELECOM	POLLOCK RD	UNDERGROUND FIBER
UT2026-0213	SUNRISE TELECOM	RADNOR RD	POWER SUPPLY CABINET
UT2026-0214	SUNRISE TELECOM	HILLS MILLER RD	UNDERGROUND TRENCH
UT2015-0215	SPD PERMITTING	FOXCROFT DR	BURY CABLE
UT2026-0216	AEP	VANS VALLEY RD	INSTALL NEW POLE
UT2026-0217	BREEZELINE	SAWGRASS & OLYMPIC	REPAIR CABLE
UT2026-0218	AEP	BERLIN STATION RD	REPLACE POLES
UT2026-0219	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTICS
UT2026-0220	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTICS
UT2026-0221	AT&T	WORTHINGTON RD	BORE PITS

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

11
RESOLUTION NO. 26-555

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR SEVEN HILLS OF BERLIN PIATT ROAD WIDENING:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Seven Hills of Berlin Piatt Road Widening;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Seven Hills of Berlin Piatt Road Widening;

**OWNER’S AGREEMENT
PROJECT NUMBER: 25086**

THIS AGREEMENT made and entered into this 3rd day July, 2026, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and Drees Homes hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled Seven Hills of Berlin Piatt Rd Widening which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$323,100.00 payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and current “**Subdivision Regulations of Delaware County, Ohio**”. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit inspection fees in the amount of \$25,900.00 estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** **no later than January 29, 2027, and** will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER’S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

- 8) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the OWNER should become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
- 10) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Engineer.
- 11) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to make the said improvements stipulated herein.

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

12
RESOLUTION NO. 26-556

IN THE MATTER OF APPROVING SPEED LIMIT REDUCTION ON SMOTHERS ROAD (CR#3):

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

WHEREAS, a request has been made by the Delaware County Engineer (the “Engineer”) that the statutory vehicular speed established by section 4511.21 of the Revised Code is greater than that considered to be safe and reasonable on Smothers Road (CR#3) between Sunbury Road (CR#30) and Harlem Road (CR#17) in Delaware County, Ohio; and

WHEREAS, Smothers Road is split jurisdiction between the Engineer and the Franklin County Engineer; and

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

WHEREAS, the Engineer has reviewed the Franklin County Engineer’s traffic investigations, and it is the belief of the Engineer that such investigations confirm that, due to several factors identified within such investigation (minimal shoulder, roadway characteristics and road width and development), the statutory speed limit of 55 MPH is unrealistic upon the sections of roads; and

WHEREAS, the Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio (the “Board”) to request that the Board, by virtue of section 4511.21 of the Revised Code, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations and determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on Smothers Road (CR #3) between Sunbury Road (CR#30) and Harlem Road (CR#17) in Delaware County, Ohio;

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

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

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

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

13
RESOLUTION NO. 26-557

IN THE MATTER OF APPOINTING AN INTERIM DIRECTOR FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 329.01 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall appoint a county director of job and family services; and

WHEREAS, Director Robert Anderson resigned from the position of director of the Delaware County Department of Job and Family Services effective August 14, 2026, at close of business, creating a vacancy; and

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

WHEREAS, in the absence of a permanent director, the Board may appoint an interim director to exercise all powers and duties of the director in Chapter 329 of the Ohio Revised Code;

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

Section 1. The Board hereby appoints Jeffrey Sell as interim director of the Delaware County Department Job and Family Services, effective on August 14, 2026, at 4:15 p.m.

Section 2. The interim director appointed in Section 1 shall serve at the pleasure of the Board until such time as the Board appoints a new permanent director.

Section 3. The Board directs the County Administrator to execute all necessary documents in furtherance of this Resolution.

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

14
RESOLUTION NO. 26-558

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPROVING
A LETTER AGREEMENT FOR AN ODOT TYPE 3 EMERGENCY CULVERT REPLACEMENT
PROJECT ON US42 JUST NORTH OF CACKLER ROAD IN DELAWARE COUNTY:

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

July 27, 2026

Delaware County Commissioners
Delaware Soil and Water Conservation District Attn: Bret Bacon, Deputy Administrator
1610 State Route 521
PO Box 8006
Delaware, OH 43015

RE: DEL-42-12.63, PIO 126936, Letter of Agreement

Dear Mr. Bacon,

The above-referenced project is an ODOT Type 3 Emergency culvert replacement project just north of Cackler Road in Delaware County. The project includes an area for the contractor to build an earth dam for dewatering so as to complete the work that is currently planned to be performed outside of the State of Ohio Department of Transportation's (ODOT's) existing road right of way that extends into the county's easement right-of-way on property owned by the railroad.

In order to facilitate construction activities through the ODOT program, we seek your approval to have temporary and non-exclusive access to use the area as outlined on the attached supporting documentation to perform the work as described on the project description in the Ellis program that is listed above. Please note that concurrence of this letter does not relieve the contractor(s) from applying for necessary permits that may be required by the county for work within your respective easement area.

If you are willing to grant ODOT and its authorized contractor(s) permission to utilize the areas listed above in order to perform the work as outlined on the attached documentation, ODOT will perform the work with the project. If you are in agreement, please provide the appropriate signatures below indicating the county's concurrence and return the signed letter to Tammy Boring, Real Estate Administrator. and Jeff Hipp, Design Engineer, at your earliest convenience so that ODOT can move forward with the project. Return via email is acceptable.

If you have questions regarding this letter or would like to discuss the project further, please do not hesitate to contact Jeff Hipp at 740-833-8056. We greatly appreciate your assistance and attention to this matter.

Sincerely,
Anthony Turowski, P.E. District 6 Deputy Director

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

17
ADMINISTRATOR REPORTS – Nothing to report

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026**

18**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

- Attending Mission Court Meeting Wednesday afternoon
- Attending PPG Groundbreaking Thursday
 - 60th year anniversary
- Attended the AM 23/71 ODOT meeting last week

Commissioner Lewis

- Attending the PPG Groundbreaking Thursday

Commissioner Benton

- Attending MORPC meeting Thursday
- Attended the 23/71 ODOT meeting last week
- Brownfield Program
 - Application deadline is Sept. 11
- Attending a Records Retention meeting tomorrow
- Attending a taxation meeting Wednesday
- Delaware County IAC meeting Thursday

Board Recessed Meeting from 9:55 A.M. to 10:00 A.M.**15**

**10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE BAINBRIDGE MILLS PHASE 1
SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY BAINBRIDGE
MILLS HOA AND OTHERS:**

The Board of Commissioners opened the hearing at 10:00 A.M.

The Board of Commissioners closed the hearing at 10:12 A.M.

RESOLUTION NO. 26-559

**IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE
BAINBRIDGE MILLS PHASE 1 SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT,
PETITIONED BY BAINBRIDGE MILLS HOA AND OTHERS:**

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

WHEREAS, on January 29, 2026, a petition for the Bainbridge Mills Phase 1 Subdivision Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on May 4, 2026, the Board conducted a view of the proposed improvement; and

WHEREAS, on August 3, 2026, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer's preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Bainbridge Mills Phase 1 Subdivision Watershed Drainage Improvement. The Board hereby sets August 11, 2028, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE BAINBRIDGE MILLS PHASE 1 SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311513.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

Board Recessed Meeting from 10:12 A.M. to 10:30 A.M.

16
10:30A.M. RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF THE WATSON-FORD #25 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:30 A.M.

The Board of Commissioners closed the hearing at 11:46 A.M.

RESOLUTION NO. 26-560

IN THE MATTER OF DENYING THE REQUEST TO CONTINUE THE FINAL HEARING FOR THE WATSON-FORD #25 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on August 2, 2019, a Drainage Improvement Petition for the Watson-Ford #25 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on January 9, 2020, the Board adopted Resolution No. 20-43, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Watson-Ford #25 Watershed Drainage Improvement Project; and

WHEREAS, the Board scheduled a final hearing on the Watson-Ford #25 Watershed Drainage Improvement Project for May 18, 2026; and

WHEREAS, on May 18, 2026, the Delaware County Board of Commissioners convened the final hearing on the Watson-Ford #25 Drainage Improvement Petition Project and, prior to taking any testimony, adopted Resolution No. 26-354 to continue the final hearing until Monday, August 3, 2026; and

WHEREAS, on June 26, 2026, Edna Dirocco, by and through counsel, submitted a request to continue the final hearing scheduled for Monday, August 3, 2026, or, in the alternative, to hold a supplemental hearing specifically for Ms. Dirocco;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby denies Edna Dirocco’s request to continue the final hearing for the Watson-Ford #25 Drainage Improvement Petition Project or to hold a separate supplemental hearing. This matter was already continued once in order for Ms. Dirocco to arrange for legal counsel to accompany her at the final hearing, and Ms. Dirocco has had ample time to make such arrangements. This Board finds and determines that it is unduly burdensome to the other owners within the watershed to further delay the proceedings.

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

RESOLUTION NO. 26-561

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE PETITION FOR THE WATSON-FORD #25 MAIN WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT; THE IMPROVEMENT IS NOT NECESSARY; OR THE IMPROVEMENT IS NOT CONDUCTIVE TO THE PUBLIC WELFARE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to set aside the order for and dismiss the petition for the Watson-Ford #25 Main Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 2026

RESOLUTION NO. 26-562

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE WATSON-FORD #25 MAIN WATERSHED DRAINAGE IMPROVEMENT PROJECT, INCLUDING THE COSTS INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES, BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE FINAL HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Watson-Ford #25 Watershed Drainage Improvement Project, including the costs incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules, shall be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the final hearing, and that the land owners shall be given the option to pay the costs in a single installment or over two years, in semi-annual installments, as taxes are paid. No interest shall be charged on the installments.

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners