

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 14, 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 AM Viewing For Draining Improvement Petition For The Butler Run Watershed

10:30 AM Viewing For Drainage Improvement Petition For The Roof Main Watershed

1
RESOLUTION NO. 26-655

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 10, 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 September 10, 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. Merrell aye Mr. Benton aye

2
PUBLIC COMMENT
Mr. Mitchell inquiring about accountability.

3
RESOLUTION NO. 26-656

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0911, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0911:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Purchase Orders, Then and Now Certificates, payment of warrants in batch numbers CMAPR0911, Memo Transfers in Batch Numbers MTAPR091; and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2602795	KE WA PA/ Facilities cleaning supplies	10011105-5201	\$ 10,000.00
P2600573	PITNEY BOWES/ Facilities mail	10011105-5331	\$ 30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2604408	Finance Director, Delaware Corp	2026 EMS Runs	10011303-5345	\$1,056,070.00
R2604484	Z & K Excavating LLC	Bush Hogging	66211900-5328	\$5,475.00

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

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RESOLUTION NO. 26-657

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, AARON UNDERHILL, ESQ., DAVID HODGE, ESQ., AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 0.7+/- ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

WHEREAS, on August 13, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Aaron Underhill, Esq., David Hodge, Esq., and Eric Zartman, Esq. Attorneys for

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

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RESOLUTION NO. 26-660

IN THE MATTER OF APPROVING CHANGE ORDER #5 TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ROBERTSON CONSTRUCTION SERVICES, LLC, FOR THE PROJECT KNOWN AS RENOVATIONS FOR DELAWARE COUNTY WILLIS BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of change order #5 to the contract between the Delaware County Board of Commissioners and Robertson Construction Services, LLC, for the project known as Renovations for Delaware County Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change order #5 to the contract between the Delaware County Board of Commissioners and Robertson Construction Services, LLC, for the project known as Renovations for Delaware County Willis Building, as follows:

Change Order Form

Change Order Number: 5

Date: 9/4/2026

Project:

Renovations for Delaware County Willis Building

2079 US Highway 23 North

Delaware, Ohio 43015

Owner:

Delaware County Commissioners

91 N Sandusky St

Delaware OH, 43015

Contractor:

Robertson Construction Services, LLC

1801 Thornwood Drive

Heath, Ohio 43056

Bid Package: General Contractor

Project Number: 25-107

Description of Change Request:
Change Order Request 025 – Pulverizing to provide parking lot subgrade remediation on both the east and west sides of the building as recommended by the PSI report dated August 13th and amended on August 24, 2026. \$71,932.00

A. Original Contract Amount:	\$ 6,607,400.00
B. Total Cost of This Change Order	\$ 71,932.00
C. Amount of Changes Previously Issued	\$ 61,199.00
D. Revised Contract Amount (a+b+c)	\$ 6,740,531.00
Schedule Impact: No	Contract Days Changed: 0

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

8
RESOLUTION NO. 26-661

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE ENGINEER’S OFFICE:

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

TRANSFER OF APPROPRIATIONS:		
From:	To:	\$400,000
10040421-5420	10040421-5301	
Road & Bridge/Road Construction	Road & Bridge/Contracted Professional Services	

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

9
RESOLUTION NO. 26-662

IN THE MATTER OF ESTABLISHING THE MAINTENANCE BOND AND RELEASING THE CONSTRUCTION BOND FOR PARKSIDE AT EVANS FARM SECTION 1:

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

WHEREAS, the roadway construction has been completed for the project known as Parkside at Evans Farm Section 1 (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at ten percent (10%) of the original construction estimate for the Project and that the Project be placed on the required one-year maintenance period; and

WHEREAS, Rockford Homes, Inc. (the “Owner”) has provided a bond in the amount of \$228,400.00 to secure the Owner’s obligations during the one-year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner’s Agreement, the construction bond being held for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$228,400.00 for Parkside at Evans Farm Section 1, places the project on the required one-year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

10
RESOLUTION NO. 26-663

IN THE MATTER OF APPROVING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY ENGINEER’S OFFICE:

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the “Board”) adopted Resolution No. 04-1193, establishing a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has authorized the use of procurement cards to pay for specific classes of work-related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work-related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

New Card for:	Jessie Vaughn
Appointing Authority:	Delaware County Engineer’s Office
Office/Department:	Delaware County Engineer’s Office
Daily spending per card:	\$4,000.00
Monthly spending per card:	\$10,000.00
Single transaction limit:	\$4,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Department Coordinator:	Christine Williams

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

11
RESOLUTION NO. 26-664

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:

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

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Delaware County Commissioners:

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0234	SPD PERMITTING	LONHILL DR	REPLACE CURIED CABLE
UT2026-0235	AEP	400/555 S WILSON RD	BORE CONDUIT
UT2026-0236	SPD PERMITTING	BEAN-OLLER RD	BURIED CABLE/CONDUIT
UT2026-0237	SPD PERMITTING	PIATT RD	BURIED CABLE/CONDUIT
UT2026-0238	SPD PERMITTING	SHANAHAN RD	BURIED CABLE/CONDUIT
UT2026-0239	SPD PERMITTING	DOMIGAN RD	POWER SUPPLY CABINET
UT2026-0240	SPD PERMITTING	CORDUROY &GRAPHICS WAY	BURIED CABLE/CONDUIT
UT2026-0241	SPECTRUM	HOSKINS RD	FIBER OPTIC CABLE
UT2026-0242	SPECTRUM	CURTIS RD	FIBER OPTIC CABLE
UT2026-0243	AEP OHIO/WSP	S OLD STATE	PLACE POLES
UT2026-0244	SPECTRUM	JONES RD	FIBER OPTIC CABLE
UT2026-0245	SPECTRUM	HOSKINS RD	FIBER OPTIC CABLE

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

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RESOLUTION NO. 26-665

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON S. OLD STATE ROAD (CR#10):

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

WHEREAS, the Delaware County Engineer (the “Engineer”) has determined 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 S. Old State Road (CR#10) between Orange Road and a point 0.17 miles north of Lewis Center Road in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the section of road described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms 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 section of road; and

WHEREAS, the Engineer has brought such findings to the 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 S. Old State Road (CR#10) between Orange Road and a point 0.17 miles north of Lewis Center Road 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 section of road described in this Resolution.

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

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

13
RESOLUTION NO. 26-666

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR ESTATES AT BERLIN SECTION 1:

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

WHEREAS, on September 14, 2026, a Ditch Maintenance Petition for Estates at Berlin Section 1 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Estates at Berlin Section 1, 19.96 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the

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improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$589,116.14.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

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

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RESOLUTION NO. 26-667

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR ESTATES AT BERLIN SECTION 2:

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

WHEREAS, on September 14, 2026, a Ditch Maintenance Petition for Estates at Berlin Section 2 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Estates at Berlin Section 2, 9.32 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$86,793.08.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the

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Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

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

15
RESOLUTION NO. 26-668

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH MS CONSULTANTS FOR THE PROJECT KNOWN AS DEL-TR114-1.93 ORANGE ROAD RAILROAD GRADE SEPARATION (PID115566):

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

WHEREAS, on February 24, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No.20-190, which, in part, declared the necessity for and approved the project known as DEL-TR114-1.93 Orange Road Railroad Grade Separation (PID115566) (the “Improvement”); and

WHEREAS, it is necessary to acquire right-of-way for the Improvement; and

WHEREAS, the County Engineer recommends approval of a Right-of-Way Acquisition Services Agreement with, in furtherance and support of the Improvement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Right-of-Way Acquisition Services Agreement with MS Consultants:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into on September 14, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 and MS Consultants, 2221 Schrock Road Columbus, Ohio 43229 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide right-of-way acquisition services, consisting of project management, negotiations, closings, and acquisition fees, for the projects known as DEL-TR114-1.93 Orange Road Railroad Grade Separation (PID 115566) (the “Services”), in accordance with the Consultant’s Cost Proposal dated August 27, 2026, attached hereto and, by this reference, incorporated herein (the “Proposal”).
- 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.

2 SUPERVISION OF SERVICES

- 2.1 The County hereby designates the Delaware County Engineer (“County Engineer”) as the agent of the County for this Agreement.
- 2.2 The County Engineer or his designee 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 Proposals.
- 4.2 Total compensation under this Agreement shall not exceed One hundred and fifty-eight thousand, eight hundred and forty dollars and no cents (\$158,840.00) without subsequent modification in accordance with Section 3.1.
- 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 Services.

5 NOTICES; PARTIES REPRESENTATIVES

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- 5.1 “Notices” issued under this Agreement shall be served by U.S. certified mail in writing to the addresses stated in the preamble of this Agreement. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.
- 5.2 The County shall provide all criteria and full information as to County’s requirements for Consultant’s provision of the Services. The Parties shall each designate a person to act with authority on their behalf in the performance of this Agreement.
- 6 PAYMENT**
- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant for the Services performed to date in accordance with the Proposals, subject to approval by the County Engineer in accordance with Section 6.2.
- 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 Engineer 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, DELAYS AND EXTENSIONS**
- 7.1 The Consultant shall commence Services upon written direction from the County Engineer and shall complete the Services in a timely manner in accordance with the County Engineer’s written direction, but not later than December 31, 2027.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under 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 it is approved by both Parties in writing.
- 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 sub consultants 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

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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 extent caused in whole or part 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.

12.2 As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers, or directors.

12.3 The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

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 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 its subcontractors to provide like endorsements.

13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all 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 work 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.

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- 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.
- 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, and Contractor Safety Policy. The Consultant 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 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 work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant 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. Consultant 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. Consultant further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

16
RESOLUTION NO. 26-669

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR PLUMB CREEK SECTION 1, PLUMB CREEK SECTION 2, CLARKSHAW CROSSING SECTION 5, PARKSIDE AT EVANS FARM SECTION 2 AND HILL FAMILY ENTERPRISES PLAT NO. 2:

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

- WHEREAS, The Romanelli Company, LLC has submitted the plat of subdivision for Plumb Creek Section 1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and
- WHEREAS, The Romanelli Company, LLC has submitted the plat of subdivision for Plumb Creek Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and
- WHEREAS, M/I Homes of Central Ohio, LLC has submitted the plat of subdivision for Clarkshaw Crossing Section 5, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and
- WHEREAS, Rockford Homes, Inc. has submitted the plat of subdivision for Parkside at Evans Farm Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and
- WHEREAS, Hill Family Enterprises, LTD has submitted the plat of subdivision for Hill Family Enterprises

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Plat No. 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Plumb Creek Section 1, Plumb Creek Section 2, Clarkshaw Crossing Section 5, Parkside at Evans Farm Section 2, and Hill Family Enterprises Plat No. 2.

Plumb Creek, Section 1:

Situated in the State Of Ohio, County of Delaware, Township of Berkshire, Farm Lot 33, Section 3, Township 4, Range 17, United States Military Lands, being 37.619 acres of land out of the original 66.775 acres tract of land, as conveyed to The Romanelli Company, LLC, an Ohio Limited Liability Company, of record in Official Record 2175, Page 1516, being of record in the Recorder's Office, Delaware County, Ohio.

Plumb Creek, Section 2:

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Farm Lot 32 & 33, Section 3, Township 4, Range 17, United States Military Lands, being 16.621 acres of land out of the original 66.775 acres tract of land, and being 19.921 acres of land out of the original 36.009 acres tract of land, as conveyed to The Romanelli Company, LLC, an Ohio Limited Liability Company, of record in Official Record 2175, Page 1516, being of record in the Recorder's Office, Delaware County, Ohio.

Clarkshaw Crossing Section 5:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots 36, Quarter Township 3, Township 4, Range 19, United States Military Lands, containing 8.761 acres of land, more or less, said 8.761 acres being comprised of a part of each of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by Deed of Record in Official Record 2150, Page 1890 and Instrument Number 2026-00010110, Recorder's Office, Delaware County, Ohio.

Parkside At Evans Farm, Section 2:

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lot 3, Section 3 and 4 Township 4, Range 18, being out of that 21.890 acre tract of land as conveyed to Rockford Homes, Inc., an Ohio Corporation, of Record in Official Record 2118, Page 2266, and being out of a 21.519 acre tract of land, and a 12.710 acre tract of land as conveyed to Rockford Homes, Inc., an Ohio Corporation, of record in Instrument Number 2025-00030967 all deed referenced being of record in the Recorder's Office, Delaware County, Ohio.

Hill Family Enterprises Plat No. 2:

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lot 5, Section 1, Township 4, Range 18, United States Military Lands, containing 17.910 acres being comprised of each of those tracts of land conveyed to Hill Family Enterprises, LTD by Deeds of Record in Official Record 553, Page 1050, Official Record 553, Page 1052, Official Record 2076, Page 2706, Official Record 1274, Page 655, and Official Record 1274, Page 658, Recorder's Office, Delaware County Ohio.

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

17
ADMINISTRATOR REPORTS

- CA Davies – No reports
- Deputy Administrator and Counsel Hochstettler – No reports
- Deputy Administrator Huston – No reports

18
COMMISSIONERS' COMMITTEES REPORTS

- Commission Merrell
 - Vacation
 - DKMM
- Commissioner Lewis
 - No reports
- Commissioner Benton
 - Attended the All Horse Parade – it was well attended
 - MORPC luncheon
 - Tom Schmidt Executive Director of the Zoo
 - Spoke on the new aquarium with construction to begin in 2027
 - DCFA Bonds issued last week
 - Township Association Meeting last Thursday evening
 - Well attended with the Budget Commission speaking about new legislation
 - DKMM
 - Fara Waugh is retiring next spring from SourcePoint
 - This is a great community resource

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SOIL AND WATER CONSERVATION DISTRICT

The Board recessed for five minutes prior to starting the 10a.m. viewing for Butler Run Watershed.

The Board commenced to start the Viewing for the Drainage Improvement for Butler Run and had to recess from 10:10am to 10:18am due to audio/video complications.

19
10:00A.M. VIEWING FOR DRAINING IMPROVEMENT PETITION FOR THE BUTLER RUN WATERSHED

- Mr. Bret Bacon provided the viewing videos of the drainage problems for Butler Run. The footage was taken on August 27, 2026.
 - There were 2 residents that asked questions, however they are not on the sign in list.
- The viewing was closed at 10:29am.

20
10:30A.M. VIEWING FOR DRAINAGE IMPROVEMENT PETITION FOR THE ROOF MAIN WATERSHED

- The Viewing was opened at 10:30am.
 - Mr. Bret Bacon provided the viewing videos of the drainage problems for Roof Main A Watershed.
- The viewing was closed at 10:34am.

21
RESOLUTION NO. 26-670

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, PROMOTION, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LIGITAGION:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of appointment, employment, promotion, compensation of a public employee or public official and for pending or imminent litigation.

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

22
RESOLUTION NO. 26-671

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners