COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 12, 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. 26-861

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 9, 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 November 9, 2026; and

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

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

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

2
PUBLIC COMMENT
Mr. Andrew Mitchell engages in how the county makes him feel.

3
RESOLUTION NO. 26-862

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1110*:*

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1110 and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
P2601180 (Enterprise)	Fleet Management	10011105-5335	$4,000.00
P2601180 (Enterprise)	Fleet Management	10011105-5335	$5,000.00
P2601180 (Enterprise)	Fleet Management	10011105-5335	$ 300.00

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
R2605034	Soil & Water Conservation District	Ditch Petition Charges	10011102-5328	$104,027.80
R2605047	IMET Corporation	Leather lips Pump Station	66211900-5450	$62,777.00
R2605055	Emergency Plumbing Service LLC	Backflow Device Testing	66211900-5328	$5,230.00
R2605067	Motion Industries Inc	Sumitomo Drive	66211900-5450	$12,381.21
R2605068	TRC Environmental Corporation	Wolf Property Environmental Consulting Services	10011102-5301	$10,000.00
R2605071	Hill Equipment Trailers LLC	Darkhorse Wedge Trailer 3500 Series	66211900-5450	$13,911.00

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

4
RESOLUTION NO. 26-863

SETTING DATE AND TIME FOR A PUBLIC HEARING WITH RESPECT TO THE PROPOSED REISSUANCE AND USE OF APPROXIMATELY $3,280,857.00 IN PROCEEDS OF THE COUNTY OF DELAWARE, OHIO HEALTH CARE FACILITIES REVENUE REFUNDING BONDS, SERIES 2023 (WILLOW BROOK CHRISTIAN COMMUNITIES):

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Board of County Commissioners of Delaware County, Ohio on November 23, 2026, starting at 9:45 a.m., at the Board of County Commissioners' Office, 91 N. Sandusky Street, Delaware, Ohio 43015. The public hearing is for the purpose of considering the approval of the reissuance and use of approximately $3,280,857.00 in proceeds of the County of Delaware, Ohio Health Care Facilities Revenue Refunding Bonds, Series 2023 (Willow Brook Christian Communities) (the "Bonds"), pursuant to Chapter 140 of the Ohio Revised Code, for the benefit of Willow Brook Christian Communities (the "Corporation") to finance, or provide reimbursement for, the costs of land, capital assets, furnishings, fixtures and equipment for senior care facilities with locations at 758 Marysville Road, Delaware, Ohio 43015, 762 West William Street, Delaware, Ohio 43015, 100 Willow Brook Way S., Delaware, Ohio 43015 and 100 Delaware Crossing W., Delaware, Ohio 43015. The initial owner and principal user is Willow Brook Christian Communities. THE BONDS DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE COUNTY OF DELAWARE, OHIO, THE STATE OF OHIO, OR ANY POLITICAL SUBDIVISION OF THE STATE OF OHIO. Interested persons are invited to attend this public hearing and will be given an opportunity to express their view concerning the foregoing. Anyone desiring to make written comments may give them 24-hours in advance of the public hearing to the Clerk of the Board of County Commissioners of Delaware, Ohio at 91 N. Sandusky Street, Delaware, Ohio 43015. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

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

5
RESOLUTION NO. 26-864

IN THE MATTER OF A TRANSFER OF LIQUOR LICENSE FROM HATTISON HOSPITALITY GROUP LLC, CENTER VILLAGE PIZZA TO HENRY'S TABLE LLC AND FORWARD TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer request for a D-1 and D-2 from Hattison Hospitality Group LLC, Center Village Pizza to Henry's Table LLC, 3699 S. State Route 605 Galena, OH 43021, Harlem Township; and

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

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

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

6
RESOLUTION NO. 26-865

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, on May 29, 2025, the Delaware County Board of Commissioners (the "Board") passed Resolution No. 25-394, adopting a Delaware County Facility Use Policy (the "Policy"); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facility Use Permit Form; and

WHEREAS, the Policy requires approval from the Board for use of county facilities by groups of thirty or more participants;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants a facility use permit to Syntero, Inc., for the use of the large meeting room at the Byxbe Campus for its annual meeting for Community Mental Health Agency; at a flat fee of $25.00.

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

7
RESOLUTION NO. 26-866

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF FUNDS:

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

Supplemental Appropriation		
10011102-5801	Commissioners General/Cash Transfer	1,155,194.91
10040421-5801	Road & Bridge Projects/Cash Transfer	27,857.14
Transfer of Funds		
From:	**To:**	
10011102-5801	42311453-4601	
Commissioners General/Cash Transfer	Capital Acquisitions & Project/Interfund Revenues	949,094.87
10011102-5801	50111117-4601	
Commissioners General/Cash Transfer	Bond Retirement Debt Service/Interfund Revenues	206,100.04
10040421-5801	58011181-4601	
Road & Bridge Projects/Cash Transfer	2007 Co Sales Tax Sawmill Bond/Interfund Revenues	3,402,166.64

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

8
RESOLUTION NO. 26-867

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Appropriations

From:	**To:**	
10010102-5328 Weights and Measures/Maint & Repair Services	10010102-5001 Weights and Measures/Compensation	650.00
10011106-5328 County Garage/Maint & Repair Supplies	10011106-5001 County Garage/Compensation	100.00
10011106-5328 County Garage/Maint & Repair Supplies	10011106-5101 County Garage/Health Insurance	100.00
10011301-5001 Building Safety/Compensation	10011301-5260 Building Safety/Inv Tools, Equip, Furn 1000-4999	30,000.00
10014101-5001 Treasurer/Compensation	10014101-5101 Treasurer/Health Insurance	8,000.00
10031301-5120 Sheriff Deputies/County Share OPERS	10031356-5001 Sheriff Training Academy/Compensation	24,000.00
10062601-5228 Veteran Services/Maintenance & Repair Supply	10062601-5001 Veteran Services/Compensation	10,000.00
20315101-5120 Data Center/County Share/OPERS	20315101-5001 Data Center/Compensation	10,000.00
20315101-5201 Data Center/Gen Supplies & Equip <1,000	20315101-5001 Data Center/Compensation	25,000.00
21581301-5224 EMA/Uniforms	21581301-5001 EMA/Compensation	100.00
21581301-5224 EMA/Uniforms	21581301-5310 EMA/Travel Nontaxable	1,000.00
60111901-5370 Property & Casualty Insurance /Insurance Premiums & Claims	60111901-5001 Property & Casualty Insurance/Compensation	2,000.00
66211900-5380 SRF Operations & Maintenance/ Maint & Repair Services	66211900-5228 SRF Operations & Maintenance/Maintenance & Repair Supply	86,000.00
68011916-5328 Solid Waste/Maint & Repair Services	68011916-5001 Solid Waste/Compensation	1,000.00
68011916-5328	68011916-5101	500.00

Solid Waste/Maint & Repair Services	Solid Waste/Health Insurance	
70161603-5101	70161603-5001	2,000.00
FCFC General/Health Insurance	FCFC General/Compensation	

Supplemental Appropriations

10011103-5001	Records Center/Compensation	1,000.00
10011103-5101	Records Center/Health Insurance	1,000.00
10011107-5001	Zoning/Compensation	100.00
10011107-5101	Zoning/Health Insurance	100.00
10011108-5001	Human Resources/Compensation	9,500.00
10011108-5101	Human Resources/Health Insurance	7,500.00
10011108-5301	Human Resources/Contracted Professional Services	12,000.00
10011302-5001	Employee Safety/Compensation	1,000.00
10011303-5001	Emergency Medical Services/Compensation	360,000.00
10012301-5001	Victims Assistance/Compensation	2,300.00
10012301-5101	Victims Assistance/Health Insurance	3,500.00
10030301-5001	Coroner/Compensation	21,000.00
10030301-5101	Coroner/Health Insurance	3,500.00
10083801-5001	Public Defender Commission/Compensation	130,000.00
10083801-5101	Public Defender Commission/Health Insurance	53,000.00
20411305-5001	Dog and Kennel/Compensation	6,000.00
20411305-5101	Dog and Kennel/Health Insurance	13,500.00
21411306-5301	911/Contracted Prof. Services	15,000.00
21581301-5101	EMA/Health Insurance	9,000.00
21581315-5228	EMA/Maintenance & Repair Supply	82.50
24820101-5001	Title Administration/Wages	40,000.00
24820101-5801	Title Administration/Miscellaneous Cash Transfers	24,750.00
24820102-5001	Northpointe Satellite Office/Wages	65,500.00
42311453-5450	Capital Acquisitions & Project/Machinery & Equip (>$5,000)	117,500.00
44611442-5375	Slate Ridge Redev Tax Equiv FD/Election & Settlement Services	939.00
45111446-5375	Slate Ridge II TIF//Election & Settlement Services	776.00
53111150-5375	DR DI Thomas #9/Election & Settlement Services	4.00
53811157-5375	DR English #346/Election & Settlement Services	31.00
53911158-5375	DR Riverby//Election & Settlement Services	990.00

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

9

RESOLUTION NO. 26-868

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRANE US INC. TO REPLACE THE EXISTING ROOFTOP AIR CONDITIONING UNITS 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 an agreement between the Delaware County Board of Commissioners and Trane US Inc. to replace the existing rooftop air conditioning units at the County's Hayes Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following services agreement with Trane US Inc. to replace the existing rooftop air conditioning units at the County's Hayes Building:

SERVICES AGREEMENT

This Agreement is made and entered into on November 12, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Trane US Inc., 4656 Bridgeway Avenue, Columbus, Ohio 43219 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide all necessary parts, equipment, materials, and labor to replace the existing rooftop air conditioning units at the County's Hayes Building, 145 N. Union St., Delaware, Ohio (the "Services").

1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Proposal #8788235 dated July 31, 2026 (the "Proposal"), which is attached hereto and, by this reference, fully incorporated herein. Pursuant to section 9.48 of the Revised Code, this Agreement is entered into subject to the terms and conditions of, and will be governed by, OMNIA Partners Racine County, WI Contract # 3341, incorporated herein by reference.

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 supervise and have authority to 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 Proposal.

4.2 The total compensation for the Services shall be $914,182.00, payable as set forth in the Proposal.

4.3 The total compensation under this Agreement shall not exceed $914,182.00, unless approved in a modification 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, as set forth in the Proposal, 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 requested to substantiate said invoices.

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

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

6.1 The Contractor shall commence Services upon written order to proceed from the Director and shall complete the Services in a prompt, diligent, and workmanlike manner, in accordance with the Proposal.

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

7 INDEMNIFICATION

7.1 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.

8 INSURANCE

8.1 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.

8.2 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.

8.3 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.

8.4 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 8.1 and 8.2. Contractor shall require all of its subcontractors to provide like endorsements.

8.5 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.

9 MISCELLANEOUS TERMS AND CONDITIONS

9.1 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.

9.2 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.**

9.3 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.

9.4 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.

9.5 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.

9.6 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.

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

9.8 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.

9.9 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.

9.10 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.

9.11 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment 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 the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Contractor 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 Mrs. Lewis aye Mr. Benton aye Mr. Merrell aye

10
RESOLUTION NO. 26-869

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DLZ ARCHITECTURE, INC. FOR THE DELAWARE COUNTY JAIL RENOVATIONS – DESIGN DEVELOPMENT PHASE:

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 services agreement between the Delaware County Board of Commissioners and DLZ Architecture, Inc. for the Delaware County Jail Renovations – Design Development Phase;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following Amendment No. 2 to the services agreement with DLZ Architecture, Inc. for the Delaware County Jail Renovations – Design Development Phase:

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 2 to the Professional Services Agreement dated February 26, 2026 (the "Agreement") is made and entered into on November 12, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and DLZ Architecture, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (the "Consultant"), hereinafter individually referred to as a "Party" and 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 as follows:

A. Section 1.3 of the Agreement is hereby amended to include the additional professional design, construction document, bidding assistance, and construction administration services set forth in the Consultant's proposal dated October 27, 2026, which is attached hereto and, by this reference, incorporated herein. The Services shall include the additional services set forth in the proposal.

B. Sections 4.1 and 4.2 of the Agreement are hereby amended to include the additional compensation set forth in the Consultant's proposal dated October 27, 2026, in the total lump sum of $553,030.

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

11

ADMINISTRATOR REPORTS

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

12

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Veterans Day Breakfast
  - Record attendance
  - Margo Litke was present
  - Chad Watkins did a wonderful job as the speaker
- Will be speaking to classes at Olentangy Orange School

Commissioner Merrell

- OACC Meeting
- Wall that Heals documentary tonight at the Strand, doors open at 6pm
- Chad Watkins speech was very heartwarming
- Mary Carducci was honored with the 2026 Delaware County Friend of a Veteran Award
- Read a few letters to the veterans from the school children

Commissioner Benton

- Veterans Day breakfast
  - Presented Dr. Christi Bartman with the 2026 Delaware County Veteran of the Year Award
- Participated in the dedication of the new statues at Oak Grove Cemetery
  - "Unmarked But Not Forgotten"

There being no further business, the meeting adjourned.

_____
Jeff Benton

_____
Barb Lewis

_____
Gary Merrell

_____
Jennifer Walraven, Clerk to the Commissioners