COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 2, 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

9:30 A.M. Commissioners Session

10:00 A.M. Public Hearing For Consideration Of The Evergreen Cemetery Watershed Drainage Improvement Project

10:15 A.M. Public Hearing For Consideration Of The Moore #361Watershed Drainage Improvement Project

1:30 P.M. Viewing Drainage Improvement Petition For The Olive Green/Condit Watershed

1
RESOLUTION NO. 26-828

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 29, 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 October 29, 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 is inquiring about theft by CSEA.

3
RESOLUTION NO. 26-829

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1030*:*

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

Vendor	Description	Account	Amount
PO' Increase			
P2600577 (AEP)	Facilities Department Utility	10011105-5338	$50,000.00

PR Number	Vendor Name	Line Desc	Line Account	Amount
R2604935	Thomas Scientific Holdings LLC	Muffle Furnace	66211900 - 5450	$8214.38
R2604956	FISCAL OFFICER, ORANGE TOWNSHIP	2ND HALF CREEKSIDE TIF	44511441-5715	$28,083.04
R2604957	HIGH DEV II LLC	2ND HALF CREEKSIDE TIF	44511441-5715	$170,715.38

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

4
RESOLUTION NO. 26-830

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY DECEMBER 10, 2026:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to cancel the Delaware County Commissioners'

session scheduled for Thursday December 10, 2026.

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

5

RESOLUTION NO. 26-831

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO BOND PURCHASE AGREEMENT RELATING TO THE COUNTY OF DELAWARE, OHIO HEALTH CARE FACILITIES REFUNDING REVENUE BONDS, SERIES 2016 (SARAH MOORE COMMUNITY); AND AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER RELATED DOCUMENTS IN CONNECTION WITH SUCH AMENDMENT:

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

WHEREAS, the County of Delaware, Ohio (the "Issuer") previously issued its $7,090,000 County of Delaware, Ohio Health Care Facilities Refunding Revenue Bonds, Series 2016 (Sarah Moore Community) (the "Bonds") pursuant to a Bond Purchase Agreement dated as of December 1, 2016 (the "Original BPA"), among the Issuer, Ohio Living Sarah Moore (f/k/a Sarah Moore Health Care Center, Inc.) (the "Corporation") and Huntington Public Capital Corporation (the "Purchaser"); and

WHEREAS, the Original BPA was amended by a First Amendment to Bond Purchase Agreement dated March 31, 2022, among the Issuer, the Corporation, and the Purchaser, and further modified by the Notice of Benchmark Replacement from the Purchaser dated September 11, 2023 (the Original BPA, as so amended and modified, the "Existing BPA"); and

WHEREAS, the Corporation has requested that the Issuer and the Purchaser further amend the Existing BPA pursuant to a Second Amendment to Bond Purchase Agreement (the "Second Amendment") among the Issuer, Corporation and the Purchaser, to amend certain definitions and provisions relating to the interest rate applicable to the Bonds in the Existing BPA, to delete the mandatory tender on the Purchase Date and related concepts from the Existing BPA, to modify the maturity date and/or principal and interest payment schedule, and to amend and restate the form of Bond included in the Existing BPA; and

WHEREAS, this Board of County Commissioners (the "Board") desires to (a) authorize the execution and delivery of the Second Amendment, (b) to the extent deemed necessary by Ice Miller LLP, bond counsel to the Corporation ("Bond Counsel"), authorize the execution and delivery of (i) a Tax Regulatory Agreement, or an amendment to the Tax Regulatory Agreement executed and delivered at the time of issuance of the Bonds, with respect to the continued excludability of interest on the Bonds from gross income for federal income tax purposes, and (ii) an IRS Form 8038 with respect to the Bonds, (c) authorize the execution and delivery of Bond R-2 pursuant to the Second Amendment, and (d) authorize the execution and delivery of related documents to make such amendments to the Existing BPA.

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

Section 1. Any two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the Issuer, the Second Amendment and to execute and deliver the Bond R-2. The Second Amendment shall be substantially in the form presented to this Board and on file with the Clerk of this Board, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Second Amendment as aforesaid. The Bond R-2, as set forth in substantial form in the Second Amendment, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof on behalf of the Issuer by at least two members of this Board.

Section 2. In order to provide for the continued excludability of interest on the Bonds from gross income for federal income tax purposes, and if advised by Bond Counsel as being necessary in connection with any deemed "reissuance" of the Bonds resulting from the execution and delivery of the Amendment, any two members of this Board be and they are hereby authorized and directed to execute and deliver, on behalf of the Issuer, a tax regulatory agreement substantially in the form of the tax regulatory agreement executed and delivered in connection with the original issuance of the Bonds, or an amendment or supplement to such original tax regulatory agreement (the "Tax Regulatory Agreement"), between the Issuer and the Corporation, in form and substance satisfactory to the Issuer and its counsel.

Section 3. The appropriate officers of the Issuer, including the County Auditor, as fiscal officer of the Issuer, or the appropriate officers of this Board, be and they hereby are authorized to execute and deliver on behalf of the Issuer such other certificates, documents and instruments in connection with the execution and delivery of the Amendment and/or the Tax Regulatory Agreement as may be required, necessary or appropriate, including, without limitation, the execution by the Issuer of a new IRS Form 8038, and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the Issuer under the Amendment. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate officers of this Board, which approval shall be conclusively evidenced by the execution thereof as aforesaid.

Section 4. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board were in meetings open to the public in compliance with applicable law, including Section 121.22 of the Ohio Revised Code.

Section 5. All resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 6. This Resolution shall be in full force and effect immediately upon its adoption.

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

6
RESOLUTION NO. 26-832

IN THE MATTER OF APPROVING A PUBLIC COMMENT PERIOD AND SETTING A PUBLIC HEARING FOR THE 2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM:

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

WHEREAS, Delaware County, Ohio (the "County"), by and through the Delaware County Board of Commissioners (the "Board"), is a recipient of Community Development Block Grant (CDBG) funding administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD regulations and the Housing and Community Development Act require the County to prepare a Consolidated Annual Performance and Evaluation Report outlining annual project accomplishments, financial expenditures and progress made toward the goals outlined in the County's Consolidated and Annual Action Plans for the CDBG program; and

WHEREAS, the citizen participation requirements applicable to the CDBG Program require the County to provide the public an opportunity to review and comment on the draft Consolidated Annual Performance and Evaluation Report and to hold at least one public hearing to receive public input; and

WHEREAS, the County has prepared a draft 2025 Consolidated Annual Performance and Evaluation Report and seeks to establish a public comment period and schedule a public hearing to fulfill these requirements;

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

Section 1. The Board hereby establishes a public comment period for the draft 2025 Consolidated Annual Performance and Evaluation Report beginning **November 19, 2026, and concluding December 4, 2026**. Written comments regarding the draft Report will be accepted throughout this period.

Copies of the draft Report will be made available for public review at https://economicdevelopment.co.delaware.oh.us/ during the comment period.

Written comments may be submitted to: Justin Nahvi, CPA, CTP, CGMA, MBA
Director of Finance
jnahvi@co.delaware.oh.us

Section 2. The Board hereby sets the following date, time, and location for a public hearing to receive comments on the draft 2025 Consolidated Annual Performance and Evaluation Report:

Date: Thursday, November 19, 2026
Time: 10:00 AM
Location: Board of Commissioners Hearing Room
91 North Sandusky Street
Delaware, Ohio 43015

The purpose of the public hearing is to receive public input on accomplishments and expenditures on the Community Development Block Grant (CDBG) program over the 2025 reporting period.

The hearing shall be open to the public. Assistance for individuals with disabilities or limited English proficiency will be provided upon request.

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

7
RESOLUTION NO. 26-833

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

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

Advance of Funds

From:	To:	
10011102-8500	52511144-8400	4,411.06
Commissioners General/Advances Out	DR DI Winding Creek/Advances In	
10011102-8500	52611145-8400	6,512.73
Commissioners General/Advances Out	DR DI Scott Lateral/Advances In	
10011102-8500	52711146-8400	5,994.34
Commissioners General/Advances Out	DR DI Havens/Advances In	
10011102-8500	52811147-8400	4,428.19
Commissioners General/Advances Out	DR DI Fancher Rd/Advances In	
10011102-8500	52911148-8400	2,375.32
Commissioners General/Advances Out	DR DI Ruder East/Advances In	
10011102-8500	53011149-8400	7,066.81
Commissioners General/Advances Out	DR DI Ruder West/Advances In	
10011102-8500	53111150-8400	2,536.10
Commissioners General/Advances Out	DR DI Thomas #9/Advances In	
10011102-8500	53211151-8400	9,030.37
Commissioners General/Advances Out	DR DI Kingston #2017-1/Advances In	
10011102-8500	53311152-8400	4,276.95
Commissioners General/Advances Out	DR DI Kingston #2017-2/Advances In	
10011102-8500	53511154-8400	2,526.22
Commissioners General/Advances Out	Radnor #2015-1/Advances In	
10011102-8500	53611155-8400	1,099.12
Commissioners General/Advances Out	Miller Williams Holmes #2/Advances In	
10011102-8500	53711156-8400	2,267.10
Commissioners General/Advances Out	Lanetta Lane - 2025/Advances In	
10011102-8500	53811154-8400	5,270.70
Commissioners General/Advances Out	DR English #346/Advances In	
10011102-8500	54011159-8400	17,060.45
Commissioners General/Advances Out	DR DI Griffith #391/Advances In	
10011102-8500	35111346-8400	36,752.05
Commissioners General/Advances Out	Riverby/Advances In	

Transfer of Appropriations

From:	To:	
10011101-5001	10011101-5260	30,350.00
Commissioners Admin/Compensation	Commissioners Admin/Inv Tool, Equip, Furn 1000-4999	
10013101-5201	10013101-5370	16,654.00
Recorder/Gen Supplies & Equip <1,000	Recorder/Insurance Premiums & Claims	

Supplemental Appropriation

52511144-5375	DR DI Winding Creek /Election and Settlement Services	150.00
52811147-5375	DR DI Fancher Rd /Election and Settlement Services	125.00
52911148-5375	DR DI Ruder East /Election and Settlement Services	50.00
53111150-5375	DR DI Thomas #9/Election and Settlement Services	50.00
53211151-5375	DR DI Kingston #2017-1/Election and Settlement Services	200.00
53311152-5375	DR DI Kingston #2017-2/Election and Settlement Services	50.00
53411153-5375	DR DI Gorsuch #588/Election and Settlement Services	1,200.00
53511154-5375	Radnor #2015-1/Election and Settlement Services	75.00
53611155-5375	Miller Williams Holmes #2/Election and Settlement Services	50.00
53711156-5375	Lanetta Lane - 2025/Election and Settlement Services	125.00
53811157-5375	DR English #346/Election and Settlement Services	175.00
54011159-5375	BR DI Giffith #391/Election and Settlement Services	400.00

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

8
RESOLUTION NO. 26-834

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2027 TAXES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to certify to the County Auditor the delinquent accounts for placement on the tax duplicate:

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds $25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria, and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of $198,534.56 to the County Auditor for the 2027 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

2027 Sewer Tax Assessments
To be certified by the Board of Commissioners on 11/2/2026

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	$64,407.26
66211900-4108-11904 – Alum Creek	$113,072.98
66211900-4108-11905 – Lower Scioto	$8,463.27
66211900-4108-11912 - Package Plants	$12,591.05
Total Assessments	**$198,534.56**

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

9
TIFFANY MAAG,
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE

10
RESOLUTION NO. 26-835

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 Delaware County Commissioners:

PERMIT APPLICANT LOCATION TYPE OF WORK

UT2026-0288	SPECTRUM	PRICE ROAD	FIBER OPTIC CABLE
UT2026-0289	SPD PERMITTING	LEWIS CENTER ROAD	POWER SUPPLY UNIT
UT2026-0290	SUBURBAN GAS	POWELL RD	BORE
UT2026-0291	SPD PERMITTING	GREEN RIDGE LN	BURIED CABLE/CONDUIT
UT2026-0292	COLUMBIA GAS	SMOTHERS RD	GAS PIPELINE
UT2026-0293	DEL-CO WATER	BIG WALNUT RD	LEAK REPAIR

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

11
RESOLUTION NO. 26-836

IN THE MATTER OF APPROVING A COOPERATIVE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY, LIBERTY TOWNSHIP, DELAWARE TOWNSHIP, AND THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT FOR THE PROJECT KNOWN AS BUNTY STATION ROAD IMPROVEMENTS 2026:

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

WHEREAS, the County Engineer recommends approval of a Cooperative Project Agreement with Liberty Township, Delaware Township, and the Board of Education of the Olentangy Local School District;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperative Project Agreement with Liberty Township, Delaware Township, and the Board of Education of the Olentangy Local School District:

PROJECT AGREEMENT

This Agreement is made and entered into this 2nd day of November 2026, by and between the following Parties:

The Board of Trustees of Liberty Township
7802 Liberty Road N., Powell, OH 43065;
and
The Board of Trustees of Delaware Township
2590 Liberty Road, Delaware, OH 43015;
and
The Board of Education of the Olentangy Local School District,
7840 Graphics Way, Lewis Center, OH 43015;
and
The Board of Commissioners of Delaware County, Ohio,
91 North Sandusky St., Delaware, OH 43015;

WITNESSETH:

WHEREAS, the Olentangy Local School District (OLSD) plans to construct a new high school (High School #5) located at 2080 Bunty Station Road; and

WHEREAS, the Parties seek to jointly improve Bunty Station Road (Township Road 141) for the purpose of improving the safety and convenience of the traveling public by widening the road for turn lanes and other ancillary roadway and drainage improvements; and

WHEREAS, the Parties desire to seek funding assistance through the Ohio Public Works Commission (OPWC) programs including the State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP), which requires a project sponsor and applicant to be a political subdivision of Ohio that has legal authority to apply for and receive funds and to undertake such improvements; and

WHEREAS, the County, through its Roadway Grant Assistance Program (RGAP), assists local political subdivisions which maintain public roads in Delaware County, by providing matching funds toward the required local share for state and federal grant programs; and

WHEREAS, the Parties find that there is a reasonable necessity and benefit to the public to jointly undertake the Project described herein, pursuant to, *inter alia*, sections 9.482 and 715.02 of the Revised Code;

NOW, THEREFORE, in consideration of the mutual premises and covenants described herein, the Parties agree as follows:

1 DEFINITIONS

1.1 Project Definition. The "Project" shall include the roadway infrastructure improvements in general conformance with plans entitled Bunty Station Road Improvements 2026 ("Project Plans") which include widening and reconstruction of Bunty Station Road.

1.2 Construction Cost. The "Construction Cost" shall be the amount paid for the construction of the Project in accordance with the Project Plans, as certified by the County Engineer.

2 RESPONSIBILITIES OF LIBERTY TOWNSHIP

2.1 OPWC Application. Liberty Township shall serve as the project sponsor and applicant for State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) grants through the Ohio Public Works Commission (OPWC) to pay for up to $600,000.00 of construction costs of the Project.

2.2 Approval of OPWC Grant Agreement; Payment of Grant Funds. Liberty Township, if awarded the grant stated above, shall enter into agreement with OPWC to receive such funds and, upon receipt of invoice(s) or vouchers for payments due by the County Engineer, shall approve disbursement requests for grant funds to be paid by the OPWC to the Contractor.

2.3 Reimbursement of Local Matching Share of Costs. Liberty Township agrees to reimburse the County, upon receipt and approval of invoice(s) or vouchers by the County or the County Engineer, for its amount of the local matching share required in the OPWC grant agreement and as specified in Article 6 of this Agreement.

3 RESPONSIBILITIES OF DELAWARE TOWNSHIP

3.1 Reimbursement of Construction Costs. Delaware Township agrees to reimburse the County, upon receipt and approval of invoice(s) or vouchers by the County or the County Engineer, for its amount of the local matching share required in the OPWC grant agreement and as specified in Article 6 of this Agreement.

4 RESPONSIBILITIES OF OLENTANGY LOCAL SCHOOL DISTRICT

4.1 Right of Way and Construction Plans; Additional Services. OLSD shall provide, through a competent engineering and land surveying consultant, construction plans for the construction of the Project, and right of way plans for the acquisition of the necessary rights of way to construct and maintain the Project. OLSD agrees to direct its consultant to make necessary changes as directed by the County Engineer to conform to the required design standards for the Project. OLSD shall be responsible for all consulting agreements and payment of costs to its consultant. OLSD further agrees to authorize its consultant to provide reasonable and necessary design and plan interpretation services to the County, when requested by the County Engineer.

4.2 Payment of Right of Way Costs. OLSD shall pay for the actual costs incurred by the County in acquiring necessary rights of way for the Project subject to the limitations specified below.

4.2.1 Eligible Costs. Eligible costs shall include any professional services obtained by the County for title research, appraisal, negotiation and closing and any land purchase or rental costs.

4.2.2 Deposit Required. OLSD shall deposit with the County, by and through the County Engineer, the sum or sums requested by the County, within 30 days of receipt and approval of invoices or vouchers submitted by the County Engineer.

4.2.3 Duty to Not Unreasonably Withold Approval. OLSD shall not unreasonably withhold approval for necessary or additional costs to complete acquisition of right of way provided that the County has acted in a reasonable and responsible manner in carrying out the acquisition in accordance with appropriate industry standards for such actions.

4.2.4 No grant funding. This agreement does not contemplate procurement of grant funds for right of way acquisition.

4.3 Notification to Affected Public and Private Utilities. The OLSD or its consultant or other designee shall notify affected public and private utilities which are in conflict with the Project and shall maintain proper records of such notifications and provide such records to the County Engineer.

4.4 Payment of Construction Costs Remaining After Contribution of Other Parties. OLSD shall reimburse the County for any remaining Project construction costs, except for construction engineering and testing services which shall be paid by the County, after deducting costs paid by the other Parties as specified herein, and after deducting any grant funds obtained for the Project paid or credited.

5 RESPONSIBILITIES OF THE COUNTY

5.1 Right of Way Acquisition and Utility Relocation. The County shall acquire and pay for necessary rights of way to construct and maintain the Project in accordance with the Project Plan and governing Ohio Law, including, but not limited to Chapter 163 of the Revised Code, and shall order the relocation of any affected public and private utilities in conflict with the Project and coordinate with the affected utility owners in the orderly relocation thereof. The County's payment of costs for acquisition of right of way and relocation of affected utilities is subject to the payment of the cost thereof by OLSD in accordance with Section 4.2 and as specified below:

5.1.1 Professional Services. The County shall obtain or perform professional services including title research, appraisal and negotiation for the necessary rights of way through a competent person(s) and/or firm(s) qualified to perform such work.

5.1.2 Good Faith Negotiation. The County shall obtain appraisals for the acquisition of necessary rights of way and make a good faith attempt to purchase the necessary property at the appraised amount(s). The County shall have authority to settle purchases at a higher amount(s) when, in the opinion of the County, such costs are reasonable and justified.

5.1.3 Order to Relocate Utilities at No Cost to Project. The County shall order public or private utilities in conflict with the proposed Project work which are located in existing public right of way and/or are subject to removal or relocation at the utility owner's expense pursuant to Section 5547.04 of the Revised Code, or any other provision of Ohio Law, to be removed or relocated out of conflict with the Project by the utility owner at no cost to the Project.

5.1.4 Order to Relocate Utilities at Cost to Project. The County shall order any utilities which are legally located in private easement or are otherwise not subject to removal at the utility owner's costs to be relocated out of conflict with the Project, subject to payment for such costs by the County, and reimbursement by the OLSD.

5.1.5 Refund of Unused Deposit(s). The County shall refund any unused deposits paid by the OLSD after completion of acquisition of necessary rights of way.

5.2 Construction Contract. The County shall advertise and award a construction contract in accordance with governing Ohio Law for the Project and pay all costs associated with the construction contract, subject to reimbursement by the other Parties in accordance with Section 2.3, Section 3.1 and Article 4.

5.3 Construction Engineering. The County, acting by and through the County Engineer, shall provide and pay all costs associated with construction engineering, contract management and testing for the Project.

5.4 Roadway Grant Assistance Program. The County, in accordance with its Roadway Grant Assistance Program (RGAP), shall provide funding equal to Three Dollars ($3) for each One Dollar ($1) paid by Liberty Township and Three Dollars ($3) for each One Dollar ($1) paid by Delaware Township, up to a maximum of One Hundred Fifty Thousand Dollars ($150,000) per township for this Project. The terms and conditions of the RGAP are fully incorporated into this Agreement by this reference.

6 PROJECT COSTS

6.1 Estimated Costs and Cost Participation. The following estimated costs are used for a basis of cost participation by each party. Parties shall pay or reimburse the following costs based on the applicable percentage specified up to the maximum amount listed.

	Participation Rate	**OPWC Application Estimate ($)**	**Maximum Participation Amount ($) [b]**
Design Engineering	**100%**	**[a]**	**[a]**
OLSD	100%	[a]	[a]
Right of Way Acquisition and Utility Relocation	**100%**	**[a]**	**500,000**
OLSD	100%	[a]	500,000

Construction	**100%**	**2,500,000**	**3,000,000**
OPWC	22%	600,000	600,000
Liberty Township	2%	50,000	50,000
Delaware Township	2%	50,000	50,000
Del. Co. RGAP (Liberty)	6%	150,000	150,000
Del. Co. RGAP (Delaware)	6%	150,000	150,000
Delaware County	0%	0	0
OLSD	62%	1,500,000	2,000,000

Construction Engineering		**[a]**	**[a]**
Delaware County	100%	[a]	[a]

[a] Amount is not included in OPWC application but is to be paid subject to appropriation by the applicable party.
[b] Maximum amount obligated to Party under this Agreement. Additional amount(s) require(s) amendment of this Agreement.

7 AGREEMENT NULL AND VOID WITHOUT OPWC GRANT

7.1 Agreement Contingencies. This agreement, and all obligations stated herein, shall be contingent upon successful award of the OPWC grant and execution of the grant agreement referred to in Section 2.2, and a lowest and best bid received by the County Engineer for construction of the Project of less than Three Million Dollars ($3,000,000). This Agreement shall become null and void upon the failure to meet any of the contingences stated in this section on or before September 1, 2028.

8 MISCELLANEOUS TERMS AND CONDITIONS

8.1 Relationship of the Parties: Neither this Agreement nor the relationship between the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, or principal and agent. The Parties do not have authority to make any representations, warranties or statements on behalf of any other, and no Party shall bind or be liable for the debts or obligations of any other. In the performance of their respective duties herein, each Party is and shall at times remain an independent contractor, free and clear of any dominion or control by the others, except as specifically provided herein.

8.2 Extent of Covenants, No Personal Liability: All covenants, obligations and agreements herein shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee, officer, agent, elected official or employee of any party to this Agreement other than his/her official capacity; and no official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

8.3 Other Beneficiaries: Only those Parties signatory to this Agreement shall have rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be a third-party beneficiary of this Agreement.

8.4 Challenge to Agreement: In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall fully cooperate to defend the Agreement. If fewer than all Parties to this Agreement are named as a party(ies) to a court action, the other unnamed Party(ies) shall seek to intervene and the named Party(ies) shall support such intervention.

8.5 Assignment: Except as specifically enumerated within this Agreement regarding assignment of certain responsibilities, powers, duties or agreements of one named Party to another named party within this Agreement, the Parties may not assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, to any other party without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.

8.6 Term; Termination: This Agreement shall take effect on and be inclusive of the date the last Party signs the Agreement and shall continue in effect until final completion of the Project, including administrative closeout processes related to the Project.

8.7 Remedies: In the event of a breach of this Agreement, an aggrieved Party(ies) may seek specific performance of this Agreement by the breaching Party(ies) in addition to any other remedies at law or in equity.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 Notices: Notices shall be in writing and shall be deemed to have been duly given upon receipt, when delivered personally to a Party at its address as stated herein; or, one business day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at the office of the Party's governing body.

8.13 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Liberty Township, Delaware Township, the OLSD and the County, by their duly authorized officers, all as of the effective date.

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

12
RESOLUTION NO. 26-837

IN THE MATTER OF APPROVING A COOPERATIVE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY AND ORANGE TOWNSHIP TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer recommends approval of a Cooperative Project Agreement with Orange Township for improvements to Bale Kenyon Road;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperative Project Agreement with Orange Township:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
ORANGE TOWNSHIP
AND DELAWARE COUNTY

ORANGE TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as BALE KENYON ROAD PHASE 3 (DEL-TR107-0.05) for Round 41 of the OPWC programs.

ORANGE TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the General Fund not to exceed $2,300,000 and will pay its Local Share as invoices are due.

Delaware County, through the ***Roadway Grant Assistance Program (RGAP)***, will provide matching funds equal to three ($3) Dollars for every ($1) Dollar Local Share provided by ORANGE TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars ($150,000),

whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

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

13
ADMINISTRATOR REPORTS

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

14
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Rode along with Delaware County Sheriff Deputy Bevridge last Friday
  - The Deputy was very dedicated
  - The technology they have is amazing
  - All they are responsible for is incredible

Commissioner Merrell

- Veteran Day Parade was Sunday
  - All Commissioners participated in parade and helped present the proclamation
  - Margo Litke does a wonderful job with this parade and deserves many, many thanks
- The Jail had their 2026 Inspection
  - Happy to report the Jail is in 100% compliance
- Election Day is tomorrow

Commissioner Benton

- Regional Planning went well last week
- CEBCO went well last Friday
- Veteran's Day Parade
  - 1900+ participants
- Jail has been in 100% compliance the last few years

15
RESOLUTION NO. 26-838

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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 promotion and compensation of a public employee or public official.

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

16
RESOLUTION NO. 26-839

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 Mr. Merrell aye Mrs. Lewis aye

DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT

17
10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE EVERGREEN CEMETERY WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

The Board of Commissioners closed the hearing at 10:20 A.M.

RESOLUTION NO. 26-840

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE EVERGREEN CEMETERY WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on February 19, 2025, a Drainage Improvement Petition for the Evergreen Cemetery Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on September 8, 2025, the Board adopted Resolution No. 25-714, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Evergreen Cemetery Watershed Drainage Improvement Petition Project; and

WHEREAS, on November 2, 2026, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Evergreen Cemetery Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. 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 in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 26-841

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE EVERGREEN CEMETERY WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on November 2, 2026, the Delaware County Board of Commissioners (the "Board") held the final public hearing and, in Resolution No. 26-840, affirmed its order for the Evergreen Cemetery Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Evergreen Cemetery Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes January 26, 2027, as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than $10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

18
10:15A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE MOORE #361 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:25 A.M.

The Board of Commissioners closed the hearing at 10:40 A.M.

RESOLUTION NO. 26-842

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE MOORE #361 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on July 24, 2023, a Drainage Improvement Petition for the Moore #361 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on January 29, 2024, the Board adopted Resolution No. 24-76, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Moore #361 Watershed Drainage Improvement Petition Project; and

WHEREAS, on November 2, 2026, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Moore #361 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. 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 in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 26-843

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE MOORE #361 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on November 2, 2026, the Delaware County Board of Commissioners (the "Board") held the final public hearing and, in Resolution No. 26-842, affirmed its order for the Moore #361 Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Moore #361 Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes January 26, 2027, as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than $10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

The Board recessed from 10:50am until 1:30pm

DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT

18
1:30 P.M. Viewing For Consideration Of The Drainage Improvement Petition For The Olive Green/Condit Watershed, Filed By Isaac & Margaret Maurer, Joseph & Kathleen Auteri, And Others (with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015)

There being no further business, the meeting adjourned.

_____
Jeff Benton

_____
Barb Lewis

_____
Gary Merrell

_____
Jennifer Walraven, Clerk to the Commissioners