COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 19, 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. 26-781

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 15, 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 15, 2026; and

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

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

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

2
PUBLIC COMMENT
Mr. Mitchell inquiring about accountability.

3
RESOLUTION NO. 26-782

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1016, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1016:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1016, Procurement Card Payments in batch number PCAPR1016, and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
P2600661 (utility ser.)	City of Delaware	10011105-5338	$8,000.00
P2600575 (utility ser.)	Consolidated	10011105-5338	$10,000.00
P2600666 (fuel)	BEEMS	10011106-5228	$50,000.00

PR Number	Vendor Name	Line Desc	Line Account	Amount
R2604630	ANEW TRANSPORT LLC	EMS TRUCK TRANSPORT	10011303 -5328	$13,200.00
R2604803	CONSOLE CLEANING	INTENSIVE 911 DISPATCH CONSOLE CLEANING	21711326 - 5301	$5,225.00
R2604804	PINPOINT BEHAVIORAL HEALTH	LICENSED SOCIAL WORKER SUPERVISION	10011303 - 5301	$46,000.00
R2604805	FRIENDS SERVICE CO INC	OFFICE SPACES	21411306 - 5201	$42,000.00
R2604806	AT & T MOBILITY LLC	CRADLEPOINT ROUTERS	10011303 - 5260	$5,722.20
R2604806	AT & T MOBILITY LLC	PANORAMA ANTENNAS	10011303 - 5201	$806.92
R2604808	JD JOHNSON SALES & SERVICE	PORTABLE RADIO REPEATER SYSTEM	42311453 - 5450	$15,817.00
R2604813	HEALTH DEPARTMENT	TB CLIENT - PERSONNEL CONTRACT	10011102 - 5342	$7,004.44
R2604816	360WATER INC	360WATER SOFTWARE RENEWAL	66211900 - 5321	$11,150.00
R2604818	NINTH BRAIN SUITE LLC	NINTH BRAIN ANNU RENEW	10011303 - 5320	$34,862.40

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

4

RESOLUTION NO. 26-783

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TITLE FIRST AGENCY, INC. FOR TITLE SERVICES FOR THE AGRICULTURAL EASEMENT PURCHASE PROGRAM:

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

AGREEMENT FOR TITLE SERVICES

This Agreement is made and entered into on this 19th day of October 2026 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015, ("Commissioners"), and Title First Agency, Inc., 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 ("Contractor"), the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 ("ODA") shall be considered a third party beneficiary of this agreement who hereby agree as follows:

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.

1.2 The Commissioners enter into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II. SCOPE OF WORK

2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten herein.

2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Delaware Soil and Water Conservation District ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.

2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such

notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

ARTICLE III. TIME OF PERFORMANCE.

3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before ____TBD_____.

3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.

3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

ARTICLE IV. COMPENSATION.

4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06 in Exhibit C. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.

4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.

4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.

4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.

4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.

4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit B.

4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

ARTICLE V: CERTIFICATION OF FUNDS

5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.

6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or

terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.

6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.

6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.

6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.

6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

ARTICLE VII: RELATIONSHIP OF PARTIES

7.1 The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

7.2 While Contractor shall be required to render services described hereunder for the Commissioners during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

7.4 It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.

ARTICLE VIII: RECORD KEEPING

8.1 During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.

9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.

9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

11.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, 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, national origin, sexual orientation, military status, ancestry, or disability.

11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.

12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

ARTICLE XIII: CONFIDENTIALITY

13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.

13.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.

ARTICLE XIV: LIABILITY

14.1 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

14.2 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.

14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

15.2 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct

business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

ARTICLE XVI: DRUG FREE WORKPLACE

16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

17.1 Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision.

1). In case of the Commissioners to:
Delaware County Commissioners
91 N. Sandusky Street
Delaware, Ohio 43015

2). In case of the Contractor, to:
Title First Agency, Inc.
999 Polaris Pkwy, Suite 101
Columbus, Ohio 43240

ARTICLE XX: HEADINGS

20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

21.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXII: CONTROLLING LAW

22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

ARTICLE XXIV: FINDINGS FOR RECOVERY

24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this

warranty is found to be false, this Agreement is void ab initio and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVI: EXECUTION

27.1 This Agreement is not binding upon the Commissioners unless executed in full.

ARTICLE XXVII: ANTITRUST ASSIGNMENT

28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXVIII: CONFLICT

29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

Exhibit A
SCOPE OF WORK

A. Title Search. The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:

1. The name, address, and marital status of record holder or holders of title.

2. The name, address of spouse, if any, a record holder or holders of title.

3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement

4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.

5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.

6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.

7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.

8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.

9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.

B. Title Insurance Commitment

1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.

C. Escrow Services

1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.

2. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds as documented in the ODA approved settlement statement (HUD-1).

D. Closing

1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre- approval of the Commissioners and ODA.

2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.

3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.

4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.

5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.

6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.

7. Secure an Owners Policy of title insurance for ODA.

Exhibit B
Robert Sherman

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:
Owner(s): Robert Sherman
Property Location: 9670 Moody Rd.

County: Delaware
Township: Porter

Parcel Number(s):	**Acres:**
51610001015000	35.42
51610001002001	7.504
	Total 42.924

Title Search: $400_____
Title Insurance: $498.80 _____based on $85,848.00 _____
Title Commitment:$50_____
Title Insurance Premium: $ _____
Settlement Fee: $400_____
TOTAL:$_____
Plus additional Costs as needed:
Title Update and Recording: $100 per update +$375 rec. fee est.
Copy Costs: $2.00 pg_____
Courier Fee: $100_____
Title Search Due Date: TBD

Exhibit B
Kenneth Mark Tossey and Phillip Ryan Tossey

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:
Owner(s): Kenneth Mark Tossey and Phillip Ryan Tossey

Property Location: Ostrander Rd.

County: Delaware
Township: Scioto **Acres:**
Parcel Number(s):
2004003008000 24.903

Title Search: $400_____
Title Insurance: $290_____based on $49,806 _____
Title Commitment:$50 _____
Title Insurance Premium: $ _____
Settlement Fee: $400_____
TOTAL:$_____
Plus additional Costs as needed:
Title Update and Recording:$100 plus $375 rec est._____
Copy Costs: $2.00pg_____
Courier Fee: $100_____
Title Search Due Date: TBD

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

5
RESOLUTION NO. 26-784

IN THE MATTER OF APPROVING A REAL ESTATE PURCHASE CONTRACT WITH THE BOARD OF EDUCATION OF THE BUCKEYE VALLEY LOCAL SCHOOL DISTRICT FOR REAL PROPERTY ON COUNTY HOME ROAD:

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

REAL ESTATE PURCHASE CONTRACT
(25.818 acres, County Home Road, Delaware County)

This Real Estate Purchase Contract (the "Contract") is by and between the BOARD OF EDUCATION OF THE BUCKEYE VALLEY LOCAL SCHOOL DISTRICT, a public school district and political subdivision of the State of Ohio (the "Seller"), and the BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO a political subdivision of the State of Ohio ("Buyer"), upon the terms and conditions set forth herein.

1. THE PROPERTY: Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth herein, all right, title, and interest of Seller in and to the real property consisting of 25.818 acres located on County Home Road and identified as Delaware County Auditor's Permanent Parcel Number 518-130-01-031-001; together with all improvements and fixtures presently located thereon, if any, and more particularly delineated on Exhibit A attached hereto and incorporated herein (collectively, the "Property").

2. PURCHASE PRICE: The purchase price to be paid by Buyer to Seller for the Property shall be Three Hundred Sixty-Five Thousand and 00/100 Dollars ($365,000.00) (the "Purchase Price"), subject to credits and prorations as set forth in this Contract.

3. CONTINGENCIES: This Contract is subject to the following conditions:

(a) Seller's obligations under this Contract are expressly contingent upon Seller approving, by resolution, for Seller to enter into and close on this Contract.

(b) Buyer's obligations under this Contract are expressly contingent upon Buyer issuing the appropriate approvals and authorizations to enter into and close on this Contract.

4. DUE DILIGENCE/EVIDENCE OF TITLE: Buyer waives any investigations of the Property.

5. DEED: Upon Closing, Seller shall convey title to the Property to Buyer by a Quit-Claim Deed (the "Deed"). The conveyance of the Property shall be subject to: a) public alleys, rights-of-way, and legal highways; b) conditions, easements, restrictions, covenants, rights, and other matters of record; c) any conditions that would be disclosed by a survey of the Property; d) zoning ordinances and regulations; and e) any real estate taxes and assessments not yet due and payable.

6. CLOSING/CLOSING COSTS: The closing of this Contract (the "Closing") shall occur no later than fifteen (15) business days after the Effective Date, as defined in Section 15 of this Contract, unless Buyer and Seller mutually agree, in writing, to close on a different date. Seller shall be responsible for all documentary transfer taxes, conveyance fees for the Property, if any (although it is anticipated that the transfer will be exempt from a conveyance fee due to the Buyer and Seller's status as political subdivisions). Buyer shall pay all recording and closing costs with respect to the purchase and sale of the Property. Closing costs will exclude each party's respective attorney fees or broker fees, if any, for which each party is separately responsible. Buyer is to take possession immediately upon Closing.

7. TAXES AND ASSESSMENTS: The Property is exempt from real estate taxes and no assessments are levied against this Property. Therefore, there shall be no proration of real estate taxes and/or assessments at Closing.

8. CONDITION OF PROPERTY; AS IS: Buyer agrees and understands that Buyer's purchase of

the Property is on an "AS IS, WHERE IS" basis, and Seller is making no warranties or representations whatsoever regarding the Property, including, without limitation, the zoning applicable thereto, the propriety of any proposed uses thereof, or the continuation of uses thereof, former or present, or the state of title or physical condition of the Property.

9. NOTICES: All notices to be given by either party will be in writing, addressed to the parties at the following addresses, and sent either by email, hand delivery, United State certified mail return receipt requested, postage prepaid or by a reputable overnight courier service:

Seller: Board of Education of the Buckeye Valley Local School District
Attention: Superintendent
679 Coover Rd.,
Delaware, OH 43015
Email: rstranges@mybvls.org

With a copy via email to: Bricker Graydon Wyatt LLP
Attention: Amy S. Bartemes
100 S. Third St.
Columbus, Ohio 43215
Email: abartemes@bricker.com

or such other address in Ohio as Seller may hereafter designate by written notice to Buyer. Any notice to be served on Buyer shall be addressed as follows:

Buyer: Board of Commissioners, Delaware County, Ohio
Attention: County Administrator
91 N. Sandusky St., First Floor
Delaware, OH 43015
Email: tdavies@co.delaware.oh.us

With a copy via Email to: Board of Commissioners, Delaware County, Ohio
Attention: Deputy County Administrator and General Counsel
91 N. Sandusky St., First Floor
Delaware, OH 43015
Email: ahochstettler@co.delaware.oh.us

or such other address in Ohio as Buyer may hereafter designate by written notice to Seller.

10. SUCCESSORS AND ASSIGNS: The terms of this Contract are not assignable. Any attempted assignment shall be void.

11. CONSTRUCTION OF CONTRACT: This Contract shall be construed and enforced in accordance with the laws of the State of Ohio, being the State where the Property is located and where this Contract has been drawn, executed, and is to be performed. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Time is of the essence in all provisions of this Contract. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Contract or any part hereof.

12. FURTHER ASSURANCES: The parties agree, as necessary from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Contract and to close the transaction described herein.

13. ENTIRE AGREEMENT: This Contract embodies the entire agreement between Seller and Buyer and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Contract by Buyer and Seller.

14. DUPLICATE ORIGINALS/ELECTRONIC DELIVERY: This Contract may be executed in duplicate counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Contract; provided, that, it shall only be necessary to produce one duplicate of such Contract for proof. Signatures on this Contract transmitted by facsimile or by scan/e-mail shall have the same effect as original signatures.

15. EFFECTIVE DATE: The "Effective Date" shall be the later of the two dates of when Buyer and Seller execute this Contract.

EXHIBIT A
PROPERTY



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

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RESOLUTION NO. 26-785

IN THE MATTER OF APPROVING A COOPERATIVE AGREEMENT WITH THE DELAWARE COUNTY FINANCE AUTHORITY; BERKSHIRE TOWNSHIP, OHIO; ARGENT INSTITUTIONAL TRUST COMPANY; AND BROOKDOC INVESTMENTS LLC, IN CONNECTION WITH THE ISSUANCE OF THE FINANCE AUTHORITY'S SPECIAL OBLIGATION DEVELOPMENT REVENUE BONDS (FOURWINDS INFRASTRUCTURE PROJECT), AND MAKING RELATED AUTHORIZATIONS:

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

WHEREAS, the County of Delaware, Ohio, an Ohio county and political subdivision (the "County") has heretofore, by resolution of its Board of County Commissioners (the "Board"), created the Delaware County Finance Authority, a port authority and body corporate and politic (the "Finance Authority"); and

WHEREAS, the Finance Authority proposes to issue its Special Obligation Development Revenue Bonds (Fourwinds Infrastructure Project) pursuant to Chapter 4582, Ohio Revised Code (the "Bonds"), the proceeds of the sale thereof to be used to pay costs of certain public infrastructure improvements in the County; and

WHEREAS, pursuant to that certain Tax Increment Financing Agreement dated as of October 9, 2017 among the County, Berkshire Township (Delaware County), Ohio (the "Township"), Brookdoc Investments LLC (the "Developer") and Brookdoc II Investments LLC (the "TIF Agreement"), the County is entitled to receive reimbursement from the Township for certain public infrastructure costs incurred by the County; and

WHEREAS, in connection with the issuance of the Bonds and to provide for the reimbursement to the County specified in the TIF Agreement, the Finance Authority has requested that the County execute a Cooperative Agreement among the County, the Township, the Developer and Argent Institutional Trust Company (the "Cooperative Agreement"), substantially in the form currently on file with this Board; and

WHEREAS, this Board desires to approve the execution of the Cooperative Agreement by the County to assist the Finance Authority with the issuance of the Bonds and to provide for the reimbursement due to the County;

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

Section 1. This Board finds and determines that it has received copies of the Cooperative Agreement and certain related documentation in connection with the Bonds.

Section 2. The Cooperative Agreement, substantially in the form on file with this Board, is hereby approved, and this Board authorizes the County Administrator or other appropriate officers of the County to execute the Cooperative Agreement with such changes that are not inconsistent with this Resolution and are not adverse to the County, as evidenced by the execution of the Cooperative Agreement by the County Administrator or other County officers. This Board further authorizes the County Administrator and other appropriate officers of the County to sign any and all instruments and documents and take all other actions that may be necessary and appropriate to implement this Resolution, the Cooperative Agreement and the issuance of the Bonds.

Section 3. This Board finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Resolution will take effect and be in force immediately upon its adoption.

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

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RESOLUTION NO. 26-786

IN THE MATTER OF APPROVING THE OWNER'S AGREEMENTS FOR CLARKSHAW CROSSING SECTION 6 AND BRITONWOODS RESERVE:

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Clarkshaw Crossing Section 6 and Britonwoods Reserve;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Clarkshaw Crossing Section 6 and Britonwoods Reserve:

Clarkshaw Crossing Section 6:

OWNER'S AGREEMENT
PROJECT NUMBER: 26047

THIS AGREEMENT, executed on this 19th day of October, 2026, between M/I HOMES OF CENTRAL OHIO, LLC , hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Clarkshaw Crossing Sec 6 further identified as Project Number 26047 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.
OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.

2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Nineteen Thousand Five Hundred Forty-Four Dollars and No Cents ($19,544.00) estimated to be necessary to pay the cost of

Inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	**$244,300.00**
CONSTRUCTION BOND AMOUNT	**$244,300.00**
MAINTENANCE BOND AMOUNT	**$24,500.00**
INSPECTION FEE DEPOSIT	**$19,544.00**

Britonwoods Reserve:

OWNER'S AGREEMENT
PROJECT NUMBER: 26052

THIS AGREEMENT, executed on the 19th day of October, 2026, between Como Development LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Britonwoods Reserve further identified as Project Number 26052 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.

2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial

warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty-Four Thousand Seven Hundred Eighty Four Dollars and No Cents ($34,784.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE $434,800.00

CONSTRUCTION BOND AMOUNT $434,800.00

MAINTENANCE BOND AMOUNT $43,500.00

INSPECTION FEES $34,784.00

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

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RESOLUTION NO. 26-787

IN THE MATTER OF APPROVING COOPERATIVE PROJECT AGREEMENTS BETWEEN DELAWARE COUNTY AND VARIOUS POLITICAL SUBDIVISIONS WITHIN DELAWARE COUNTY TO SUBMIT APPLICATIONS TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer recommends approval of the Cooperative Project Agreements with Brown Township, Concord Township, Genoa Township, Harlem Township, Kingston Township, City of Powell & Liberty Township, Oxford & Brown Townships, Radnor Township, Radnor & Troy Townships, Scioto Township, Thompson Township, Trenton Township, and Village of Ostrander;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperative Project Agreements with Brown Township, Concord Township, Genoa Township, Harlem Township, Kingston Township, City of Powell & Liberty Township, Oxford & Brown Townships, Radnor Township, Radnor & Troy Townships, Scioto Township, Thompson Township, Trenton Township, and Village of Ostrander:

Brown Township:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
BROWN TOWNSHIP
AND DELAWARE COUNTY

BROWN 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 PITTMAN ROAD IMPROVEMENTS PROJECT for Round 41 of the OPWC programs.

BROWN TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund, not to exceed $30,000 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 BROWN 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.

Concord Township:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
CONCORD TOWNSHIP
AND DELAWARE COUNTY

CONCORD 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 FRESHWATER ROAD IMPROVEMENTS PROJECT for Round 41 of the OPWC programs.

CONCORD TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $40,000 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 CONCORD 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.

Genoa Township:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
GENOA TOWNSHIP
AND DELAWARE COUNTY

GENOA 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 BIG WALNUT ROAD IMPROVEMENTS PROJECT for Round 41 of the OPWC programs.

GENOA TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $70,000 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 GENOA 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.

Harlem Township:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
HARLEM TOWNSHIP
AND DELAWARE COUNTY

HARLEM 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 GREEN-COOK ROAD IMPROVEMENTS PROJECT, for Round 41 of the OPWC programs.

HARLEM TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $40,000 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 HARLEM 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.

Kingston Township:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
KINGSTON TOWNSHIP
AND DELAWARE COUNTY**

KINGSTON 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 BLUE CHURCH ROAD IMPROVEMENTS PROJECT, for Round 41 of the OPWC programs.

KINGSTON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed **$30,000** 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 KINGSTON 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.

City of Powell & Liberty Township:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
CITY OF POWELL, LIBERTY TOWNSHIP
AND DELAWARE COUNTY**

LIBERTY TOWNSHIP, the Project Sponsor, CITY OF POWELL 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 CARRIAGE ROAD IMPROVEMENTS PROJECT, PHASE 1, for Round 41 of the OPWC programs.

LIBERTY TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $42,000 and will pay its Local Share as invoices are due.

CITY OF POWELL will provide its portion of the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $10,500 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 LIBERTY TOWNSHIP AND CITY OF POWELL, 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.

Oxford & Brown Township:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
OXFORD TOWNSHIP, BROWN TOWNSHIP
AND DELAWARE COUNTY**

OXFORD TOWNSHIP, the Project Sponsor, Brown Township 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 MCCURDY ROAD IMPROVEMENTS PROJECT for Round 41 of the OPWC programs.

OXFORD TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $50,000 and will pay its Local Share as invoices are due.

BROWN TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $5,000 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 OXFORD TOWNSHIP and BROWN TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars ($150,000) per township, 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.

Radnor Township:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
RADNOR TOWNSHIP
AND DELAWARE COUNTY**

RADNOR 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 PEEL ROAD IMPROVEMENTS PROJECT, for Round 41 of the OPWC programs.

RADNOR TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $45,000 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 RADNOR 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.

Radnor & Troy Township:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
RADNOR TOWNSHIP, TROY TOWNSHIP
AND DELAWARE COUNTY**

TROY TOWNSHIP, the Project Sponsor, RADNOR TOWNSHIP 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 PENRY ROAD IMPROVEMENTS PROJECT, for Round 41 of the OPWC programs.

TROY TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $25,000 and will pay its Local Share as invoices are due.

RADNOR TOWNSHIP will provide its portion of the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $5,000 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 TROY TOWNSHIP AND RADNOR 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.

Scioto Township:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
SCIOTO TOWNSHIP
AND DELAWARE COUNTY**

Scioto 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 FONTANELLE ROAD IMPROVEMENTS PROJECT, for Round 41 of the OPWC programs.

Scioto Township will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Project fund not to exceed $40,000 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 SCIOTO 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.

Thompson Township:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN**

THOMPSON TOWNSHIP
AND DELAWARE COUNTY

THOMPSON 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 SMOKEY ROAD IMPROVEMENTS PROJECT, for Round 41 of the OPWC programs.

THOMPSON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $10,000 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 THOMPSON 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.

Trenton Township:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
TRENTON TOWNSHIP
AND DELAWARE COUNTY

TRENTON 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 MURPHY ROAD IMPROVEMENTS PROJECT, for Round 41 of the OPWC programs.

TRENTON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge Projects fund not to exceed $35,000 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 TRENTON 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 Project Sponsor does not properly execute the required OPWC Grant Agreement or if funding is revoked for any reason by the OPWC.

Village of Ostrander:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
VILLAGE OF OSTRANDER
AND DELAWARE COUNTY

VILLAGE OF OSTRANDER, 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 2027 STREET IMPROVEMENTS PROJECT, for Round 41of the OPWC programs.

VILLAGE OF OSTRANDER will provide the Local Share as described in the OPWC Application for Funding Assistance from the STREET MAINTENANCE FUND not to exceed $80,000.00 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 VILLAGE OF OSTRANDER, 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 Mr. Merrell aye Mrs. Lewis aye Mr. Benton aye

9
RESOLUTION NO. 26-788

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR IRISH EYES:

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

WHEREAS, on October 19, 2026, a Ditch Maintenance Petition for Irish Eyes (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 Irish Eyes, 9.80 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 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 $163,948.14.

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 Mrs. Lewis aye Mr. Benton aye Mr. Merrell aye

10
RESOLUTION NO. 26-789

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell, 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
UT2026-0279	SPD PERMITTING	DUSTIN RD	BORE
UT2026-0280	CONSUMER GAS COOP	GORSUCH RD	INSTALL GAS LINE
UT2026-0281	COLUMBIA GAS OF OHIO	HYATTS RD & VALLEYDALE	GAS MAIN
UT2026-0282	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE

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

11
RESOLUTION NO. 26-790

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON WOODTOWN ROAD (CR#23):

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

WHEREAS, a request has been made by the Delaware County Engineer (the "Engineer") that the statutory vehicular speed established by section 4511.21 of the Revised Code is greater than that considered to be safe and reasonable on Woodtown Road (CR#23) between Harlem Road and Green-Cook Road in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the section of roas 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 Delaware County Board of Commissioners (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 50 miles per hour on Woodtown Road (CR #23) between Harlem Road and Green-Cook 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 above.

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. Merrell aye Mrs. Lewis aye Mr. Benton aye

12
RESOLUTION NO. 26-791

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR IRISH EYES AND CLARKSHAW CROSSING SECTION 6:

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

WHEREAS, Romanelli Company LLC has submitted the plat of subdivision for Irish Eyes, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, M/I Homes of Central Ohio has submitted the plat of subdivision for Clarkshaw Crossing Section 6, 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 Irish Eyes and Clarkshaw Crossing Section 6:

Irish Eyes:

Situated in the Township of Berlin, County of Delaware, State of Ohio, and being a part of Farm Lot 1, Section 4, Township 4, Range 18, United States Military Lands, and being the same tract as conveyed to Romanelli Company LLC as described in Official Record Vol. 2143, Page 590, County Recorder's Office, Delaware, Ohio.

Clarkshaw Crossing Section 6:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 3, Quarter Township 3, Township 4, Range 19, United States Military Lands, being 12.633 acres of land, more or less, said 12.633 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.

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

13
RESOLUTION NO. 26-792

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE DEL-CR021-5.13 AFRICA ROAD CULVERT REHABILITATION:

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

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the DEL-CR021-5.13 Africa Road Culvert Rehabilitation;

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

Section 1. The Board hereby approves the plans, specifications and estimate for the project known as the DEL- CR021-5.13 Africa Road Culvert Rehabilitation.

Section 2. The Board hereby authorizes the County Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, December 8, 2026, at which time they will be publicly received and read aloud, for the project known as:

DEL-CR021-5.13
Africa Road Culvert Rehabilitation

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by the Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website "Public Notices and Bids" page at https://co.delaware.oh.us/media-room/bids/ and the County's social media account, pursuant to Ohio Revised Code Section 307.87(A)(3).

The Owner requires that all work associated with the project be completed before May 26, 2027. The estimated commencement of work date is January 12, 2027.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware County Engineer's Office website advertisement dates: November 13, 2026

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

14
ADMINISTRATOR REPORTS

- CA Davies – absent
- Deputy Administrator and Counsel Hochstettler – No reports
- Deputy Administrator Huston
    - Reminder of Insurance open Enrollment with meetings today at Byxbe and Hayes Buildings
    - Enrollment is required each year

15
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Attended and spoke at the Justice & Public Safety CCO Board Meeting
- Attended EMA Meeting last week

Commissioner Merrell

- Attended Voter Training last week
- Attending CORSA Retreat this Wednesday, Thursday and Friday.

Commissioner Benton

- CEBCO Meeting this week
- MORPC Meeting this week
- OWU Meeting this week

16
RESOLUTION NO. 26-793

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

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

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

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 the purchase of property for public purposes and for pending or imminent litigation.

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

17
RESOLUTION NO. 26-794

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

_____
Jeff Benton

_____
Barb Lewis

_____
Gary Merrell

_____
Jennifer Walraven, Clerk to the Commissioners