

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 2, 2026

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION
ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Jeff Benton, President
Gary Merrell, Vice President

Absent:
Barb Lewis, Commissioner

1
RESOLUTION NO. 26-45

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD JANUARY 22, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 22, 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. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 26-46

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0130 AND MEMO TRANSFERS
IN BATCH NUMBERS MTAPR0130:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0130, memo transfers in batch numbers MTAPR0130, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2600322) PNC	Human Resources	10011108-5300	\$ 8,000.00
(P2600967) Property Worx	Snow Removal	10011105-5325	\$50,000.00
(P2601180) Enterprise	Lease Vehicle program	10011105-5335	\$ 9,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2601570	WORKING FIRE	BIG AND TALL	10011303 - 5201	\$14,731.24
	FURNITURE & MATTRESS	RECLINERS		
R2601700	BAKER TILLY	DEBT REFUNDING	10011102 - 5301	\$85,000.00
	MUNICIPAL ADVISORS	ADVISORY SERVICES		
R2601725	RUSSELL TREE EXPERTS	WOOD BLVD SEWER	66611900 - 5415	\$10,000.00
	LTD LLC	PROJECT		
R2601764	FERGUSON	REPAIR PARTS FOR	66211900 - 5228	\$18,507.28
	WATERWORKS	ACWRF PUMP STATION		
R2601802	FERGUSON	BACKFLOW PREVENTER	66211900 - 5228	\$ 6,905.43
	WATERWORKS	REPAIR KIT		
R2601806	JWC ENVIRONMENTAL	REPAIR PARTS	66211900 - 5228	\$ 6,180.10
R2601859	CORE & MAIN LP	DUCTILE IRON PIPE	66211900 - 5292	\$ 7,553.70
R2601861	DELAWARE AUTO SALES	DOG WARDEN TRUCK	60111901 - 5370	\$ 6,000.00
	LLC	REAR DAMAGE 1-27-26		
R2601865	DETECTION	(2) ACRULOG ELD	66211900 - 5450	\$10,990.00
	INSTRUMENTS CORP	LOGGERS		
R2601865	DETECTION	(2) 12 MONTH DATA PLAN	66211900 - 5330	\$ 420.00
	INSTRUMENTS CORP			
R2601865	DETECTION	(3) 4G ANTENNAS	66211900 - 5228	\$ 910.00
	INSTRUMENTS CORP			

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R2601865	DETECTION INSTRUMENTS CORP	ACRULOG REPAIR SERVICE	66211900 - 5328	\$	800.00	
R2601869	EMERGENCY MANAGEMENT AGENCY	EMA APPORTIONMENT	10011102 - 5345		\$66,575.23	
R2601888	STATEWIDE FORD LINCOLN MERCURY INC	REPLACEMENT COST FOR TOTALED SHERIFF CRUISER FROM	60111901 - 5370		\$27,786.00	
Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Absent

4
RESOLUTION NO. 26-47

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2026:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the “Board”) to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture (“Director”); and

WHEREAS, the Board has appropriated Eighteen Thousand Dollars and No Cents (\$18,000.00) for apiary inspections in 2026;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2026 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 2nd day of February 2026 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“Board”), and Dan Curtis, 8399 Hickory Road Galena, Ohio 43021 (“Contractor”).

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture (“Director”), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Eighteen Thousand Dollars and No Cents (\$18,000.00) for the inspection of registered apiaries in the county. This amount shall be payable to the Contractor, subject to the Director’s approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director’s consent and concurrence, and shall continue through the 2026 apiary season, which terminates on approximately October 31, 2026.

Section 5 – Insurance

5.1 Liability Coverage: Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.

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5.2 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsection 5.1.

5.3 Proof of Insurance: Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to termination of this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor’s appointment.

Section 8 – Miscellaneous Terms & Conditions

8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

8.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

8.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

8.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

8.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor’s status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHER, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves the purchase order request R2600191, in the amount of \$18,000.00

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

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JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES

NATIONWIDE CHILDREN’S HOSPITAL RECOGNITION EMS CREW

6
RESOLUTION NO. 26-48

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND PRIMECARE MEDICAL, INC., FOR THE PROVISION OF HEALTH CARE TO INCARCERATED INDIVIDUALS AT THE DELAWARE COUNTY JAIL:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of an agreement between the Delaware County Sheriff’s Office and the Delaware County Board of Commissioners and Primecare Medical, Inc., for the provision of health care to incarcerated individuals at the Delaware County Jail;

NOW, THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approves the following agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners and Primecare Medical, Inc. for the provision of health care to incarcerated individuals at the Delaware County Jail:

**AGREEMENT FOR THE PROVISION OF
HEALTH CARE TO INCARCERATED
INDIVIDUALS
DELAWARE COUNTY, OHIO**

THIS AGREEMENT is entered into between the County of Delaware, located in the State of Ohio, through the Delaware County Sheriff in their official capacity (hereinafter referred to as "County") and PrimeCare Medical, Inc., a Pennsylvania Corporation with offices located at 3940 Locust Lane, Harrisburg, Pennsylvania 17109 (hereinafter, "Company").

WITNESSETH:

WHEREAS, the County is charged pursuant to federal and state law with the responsibility for providing comprehensive health care services for all persons committed to the care, custody and control of Delaware County Jail (hereinafter, "Facility"); and

WHEREAS, the County's goal is to operate a health care program in accordance with standards established by the National Commission on Correctional Health Care (NCCCHC), as well as the standards listed in Ohio Administrative Code - Rule 5120:1-8-09 I Medical/Mental Health, and achieve and maintain NCCCHC accreditation during the term of the Agreement; and

WHEREAS, Company is in business solely to provide health care services, through properly licensed employees and independent professionals, to inmates/patients in prisons, jails and juvenile detention centers; and

WHEREAS, Company has been selected by the County through a competitive RFP process to provide health care services for inmates and detainees of the Delaware County Jail; and

WHEREAS, County desires to accept that offer, as detailed hereinafter.

NOW, THEREFORE, in consideration of the covenants and promises set forth below and for other valuable consideration, and intending to become legally bound thereby, the parties agree as follows:

1. **Scope of Services.** Company agrees to provide mental health, medical, dental, and related health care services to the inmate/patient population at Facility in accordance with the County's Request for Proposal (RFP), dated September 8, 2025, and the Technical and Pricing Proposal, dated October 31, 2025 except as specifically excepted hereinafter, which RFP and Proposal are incorporated by reference, as if fully set forth in their entirety.

Company personnel who enter the secure portion of the Delaware County Jail are required to undergo a background check by County. Company personnel who primarily work onsite at the County are required to undergo drug screening, a pre-employment medical examination, to include tuberculosis testing, and annual re-examinations. The County, at its sole option, reserves the right to deny any employee access to the facility that does not meet established rules and regulations.

Company shall make reasonable efforts to promptly replace staff who are prohibited from entering the Facility. All employees of Company entering the jail are subject to

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search of their person and belongings by Jail Administration or the authorized designee.

- 1.1 County will provide adequate office and clinical space.
- 1.2 County will provide trash removal, pest control, and utilities including phone and internet.
- 1.3 County will provide adequate security for medical related services described in this Agreement.
- 1.4 County will designate a Medical Contract Liaison. This individual or designee will serve as the primary route of communication between Vendor and the Jail.
- 1.5 County will provide appropriate access to information systems or other technological platforms utilized by the Facility when necessary to share information and data relating to the delivery of health services to patients covered under the contract or the performance of this contract (e.g. Jail Management System (JMS); Policy platform; Delaware County email).
- 1.6 County will provide adequate office furniture and three computer workstations, office supplies, fax machine, access to industrial shredder, and printer.
- 1.7 County will provide and maintain an adequate number of AED's for use in the facility.
- 1.8 Company will provide the services of a physician licensed in the state of Ohio. The physician shall serve as the Site Medical Director and must have appropriate malpractice insurance. The physician will provide administrative oversight to the medical department, weekly on-site clinical services, and provide 24-hour a day, 7 days per week, and 365 days per year on-call availability.
 - 1.8.1 The physician will conduct physician sick call and appropriate chronic care clinics, oversee detoxification and infectious disease protocols and/or programs, to include medication-assisted treatment (MAT) programs, participate in Quality Assurance programs, concurrent utilization review, and policy and procedure development, as required by the County, and conduct administrative reviews of various clinical outcomes including a formal death review process in the event of an in-custody inmate death.
 - 1.8.2 Company will provide funding for Drug Enforcement Agency (DEA) Licensure for the medical director as required for MAT programs.
- 1.9 Company will provide on-site nursing coverage for at least 309 hours per week by a Registered Nurse (RN). An RN will be onsite at the Facility 24 hours a day / 7 days a week.
 - 1.9.1 Company shall provide management of on-site nursing services. The Health Services Administrator or Nurse Manager must be a Registered Nurse (RN) and will have on-call availability 24 hours per day, 7 days per week.
 - 1.9.2 Company RN's will be responsible for and will conduct all inmate pre-screens of inmate prior to acceptance, intake assessments prior to placement in population, and health appraisals within 14 days of reception as required by the County's policies and procedures and as outlined in Ohio Administrative Code 5120:1-8-09.
 - 1.9.3 Company RN's will conduct any other medical and mental health screenings as required by the County's policies and procedures.
 - 1.9.4 Company's RN's will be responsible for conducting nurse sick calls, triage, medication management and administration, and managing inmate medical records.
 - 1.9.5 Company will provide inmate/patients with education, at a minimum

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whenever a diagnosis is made, the status of a condition changes, there is an abnormal or unexpected test result or finding, or the patient requests education. The education may be oral or via another medium, as appropriate, and must be in a language the patient understands and at an appropriate level for their comprehension.

- 1.9.6 It is recognized the Staffing Matrix included in Company's proposal is a guideline of the staffing necessity to accomplish the necessary health care services to maintain NCCHC accreditation. It is also recognized that there may be fluctuations in staffing levels on a day-to-day or week-to-week basis. On a monthly basis, Company will provide the Facility with a report detailing, by position, hours worked for the previous month. If monthly totals averaged over a six-month period are at 90% or higher in compliance with the Staffing Matrix included in Company's proposal there shall not be any calculation for unstaffed position. Company will reimburse County for unspent staffing expense when positions are unstaffed. A position is unstaffed when an appropriately qualified individual is not performing the duties of that position. A position for which no one has been hired to fill the position, and no one is temporarily filling the position is an example of an unstaffed position. Another example is the portion of a shift for which a full-time employed incumbent fails to report to work and for which no replacement reports to work for that period when the incumbent is absent. Unspent staffing expense is calculated as the sum of the hourly salary of the most recent incumbent in the vacant position plus the prorated hourly monetary value of benefits multiplied by the number of hours the position is unstaffed, or, if the most recent incumbent was a contractor, the hourly compensation of that contractor multiplied by the number of hours the position is unstaffed. Company shall be entitled to an offset of any unspent staffing expense for any hours in a position category that exceed the Staffing Matrix by 110%.
- 1.9.7 Company's employees will attend orientation classes and training as conducted by the County in accordance with the Ohio Jail Standards, ACA, PREA, NCCHC and other applicable regulations. County is responsible for the cost of provision of the orientation and/or training. Company is responsible for compensating the individual for the time spent in orientation and/or training.
- 1.9.8 The employees of the Company shall report suspected contraband, security, and safety issues, as well as any report of sexual abuse and harassment by any inmate, staff, contractor, or volunteer. The employee or agents of the Company will also be required to follow all the County safety and security policies for contract employees and take direction from any County supervisor in an emergency situation.
- 1.9.9 Company will be responsible for time and attendance accountability for staff or contractors and will provide appropriate records to the County upon demand.
- 1.10 When requested, Company will fully cooperate with and/or participate in the County's administrative activities or projects affecting, involving, or otherwise related to health services. In recognition of the need for communication, coordination, and collaboration among all operations of the County, if requested, Company will participate in County management meetings, even if not directly related to the delivery of health care.
- 1.11 Company will participate in all joint training exercises (e.g., man-down response, fire drill) scheduled by County where appropriate, including exercise debriefing. County anticipates conducting such exercises no less frequently than once per quarter for each shift.
- 1.12 Company will pay for biomedical waste disposal services at the Facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.13 Company will provide for and arrange for dental care as clinically necessary and required by the county's policies and procedures and as outlined in Ohio

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Administrative Code 5120: 1-9-09.

1.13.1 Company will provide onsite dental services by a licensed dentist, licensed dental hygienist, or both when appropriate, for one clinic day (up to 8-hours), monthly.

1.13.2 Company will provide the equipment and supplies for a fully operational dental suite. The cost of the dental suite will be divided by 60 (the number of months contained in the contract and two extension years). For each month Company provides services under this Agreement the County will be credited with 1/60 the cost of the dental suite. At the end of the 60 months property of the dental suite will transfer to the County. If the Company does not provide the services for 60 months the County will be obligated to reimburse Company 1/60 the cost of the dental suite multiplied by the number of months between service termination and 60. Reimbursement will be made within 30 days of service termination at which time the dental suite shall become the property of the County.

- 1.14 Company will provide for the provision of a Clinical Nurse Practitioner (CNP), with either a psychiatric specialization or a minimum of two years of experience in mental health and addiction medicine, to support the Jail Physician in addressing medication-assisted treatment and mental health needs for up to 16 hours per week.

The CNP would function under the direct supervision of the Medical Director, who will retain sole authority over all medical services at the facility and would work in close collaboration with the Jail Physician and mental health clinician to ensure coordinated and comprehensive care.

1.14.1 CNP must meet all licensure and supervision standards as required by Ohio law.

1.14.2 Telehealth options may be used to periodically supplement in-person healthcare encounters but will not be routinely used.

- 1.15 Upon the facility's request, Company will coordinate and provide for the provision of an on-call qualified mental health professional (QMHP) in addition to County's existing QMHP service contract. The QMHP must meet all licensure and supervision standards as required by Ohio Law. Telehealth options may be utilized to supplement in-person encounters. QMHP responsiveness will depend upon the amount of notice given, and a mutually agreed upon schedule. QMHP services will be paid at the rate of \$175.00 per hour for telehealth and \$300.00 per hour for in-person.

2. **Effective Date and Term of Agreement.** The effective date of this Agreement shall be April 1, 2026. The term of the Agreement shall be for a period concluding on December 31, 2029. There shall be two (2) additional one (1) year option periods, concluding on December 31, 2030 and December 31, 2031 respectively, as mutually agreed upon by the parties in writing. This Agreement may be terminated sooner than this date only in accordance with the provisions of paragraph 4, *infra*.
3. **Medical Clearance.** Company will have the right to medically clear all inmates/patients in accordance with county policy and procedure and when clinically appropriate. Those with pre-existing injuries or serious medical problems which cannot be treated appropriately in the facility environment may be diverted to an acute medical facility or otherwise referred for care. Company shall not be responsible for any costs incurred for inmates/patients who are not cleared for incarceration. Once cleared, however, Company assumes treatment and financial responsibility for all medical conditions existing during an inmate's/patient's incarceration, subject to the limitations set forth at section 5, *infra*, and the exclusion for pre-existing conditions. In situations where pre-existing conditions exist, Company will nevertheless arrange for treatment, subject to third party payment.
4. **Termination.** This Agreement may be terminated sooner than provided at paragraph 2, *supra*, only as follows:
 - a) Upon prior written notice of one hundred and eighty (180) days without cause by either party.
 - b) Upon default of any material provision of this Agreement, if not cured to the

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satisfaction of the non-defaulting party, which shall not be unreasonably withheld, within one hundred and eighty (180) of written notice of default.

- c) Immediately, if annual appropriation by County is insufficient to fund this Agreement. In such case, the Agreement shall be considered null and void.
5. **Limitations on Catastrophic Liability.** Catastrophic situations refer to those such as serious illnesses, major or severely traumatic medical events, and physician- certified conditions likely to result in loss of activity over an extended period of time such as 30 days or those requiring treatments of extraordinary extent. Company shall be liable only for the first \$200,000 per contract year for all non-routine medical services of catastrophic nature provided to the total inmate/patient population per contract year. Typically, treatments of extraordinary extent, which could not be reasonably budgeted for under the annual base fee, include radiology services, laboratory services, all pharmacy related expenses and all treatments related to infectious disease (HIV, Hepatitis, MRSA, Tuberculosis, etc.), as well as off-site or outside care such as hospitalizations, dialysis, physical therapy, and specialty consults. All such non-routine medical services shall count against Company's yearly catastrophic CAP of \$200,000. Among the typically routine medical services, which are fully covered by the annual base fee and are not subject to the County bearing or sharing otherwise in any such costs, are prescription and non-prescription over-the-counter medications, general diagnostic services (EKG, PPD, X-Ray etc.), durable and non-durable medical equipment and supplies, medical waste disposal, and the proposed staffing. In the event the Aggregate Catastrophic CAP is not reached during a contract year, one hundred percent (100%) of all unused funds shall be reimbursed to County.

Any costs in excess of the catastrophic limits delineated above shall be paid by Company and reimbursed by the County within thirty (30) days of the submission of an invoice by the Company.

- 6. **Inmates Housed From Other Jurisdictions:** Should the County house inmates/patients from the Immigration and Naturalization Service (INS), Federal Bureau of Prisons (BOP), U.S. Marshals Service, or other state or local jurisdictions, medical services shall be provided and paid for by Company. Medical costs shall be documented and billed by Company to the appropriate jurisdiction to facilitate proper and timely reimbursements from the aforementioned agencies/jurisdictions in accordance with County's housing agreement with those entities. Should the respective reimbursements not be received by Company, County shall be financially responsible to Company for all such non-routine costs attributable to said inmates/patients. The County shall make every effort to include the aforementioned reimbursements in contract negotiations with agencies outlined in this paragraph.
- 7. **Other Limitations on Services to Be Provided and of Financial Responsibility.** Notwithstanding anything to the contrary in either this Agreement or the Technical and Pricing Proposal, the following are not covered under the terms of this Agreement:
 - 7.1 Inmates/Patients transferred to Delaware County from other facilities where PrimeCare Medical, Inc. is also the provider shall be the financial responsibility of PrimeCare Medical, Inc. Such medical costs shall be subject to the catastrophic limits of either Delaware County or the originating facility, whichever is lowest. Inmates/Patients transferred to Delaware County from any other facility where PrimeCare Medical, Inc. is not the provider, shall be the financial responsibility of the transferring institution as to all medical costs unless agreed to by Company in writing prior to any such transfer.
 - 7.2 Company shall be financially responsible for the non-routine medical costs of Delaware County inmates/patients housed at other jurisdictions where PrimeCare Medical, Inc. is also the provider when mutually agreed upon by Company and County prior to such transfer occurring. Such medical costs shall be subject to the catastrophic limits of either Delaware County or the housing institution, whichever is lowest. Delaware County inmates/patients housed at other jurisdictions where PrimeCare Medical, Inc. is not the provider shall not be the financial responsibility of PrimeCare Medical, Inc.
 - 7.3 It is recognized that once the agreement either expires or is terminated, medical services which were being provided to individual inmates/patients by outside hospitals or providers at the time of that expiration or termination may continue. The Company shall have no obligation for payment to the outside hospital or provider for services rendered after the expiration or termination date of the agreement.
 - 7.4 It is recognized that in the event this agreement terminates or at such time as a new Provider shall assume responsibility for medical care at Facility there may be inmates/patients who are hospitalized. The Company shall not be responsible for any continuing hospitalization of inmates/patients which continues beyond

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the termination date of the agreement or subsequent to the date upon which any new Provider shall assume responsibility for medical care at the Facility.

- 7.5 Inmates/Patients injured on the way to, while at, or on return from work release or while on community service details at other towns, townships, etc. are not the financial responsibility of Company.

8. Compensation.

Year	Annual Expense	Monthly	ADP	Per Diem
04/01/2026 - 12/31/2026	\$ 1,518,490.53	\$ 168,721.11	120-160	\$ 4 . 86
01/01/2027 - 12/31/2027	\$2,024,654.04	\$168,721.17	120-160	\$4.86

Annual increases in compensation for contract year 2028 and the single year options will be adjusted by the twelve-month average of the Cost-of-Living Index for the U.S. city Average of Medical Care Services for all Items in U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, whichever is greater, as published by the United States Department of Labor, plus an additional one percent (1.0%). Such annual increases will not be less than three percent (3.0%) in any year of this agreement. Under its annual base fee, and the health-care standards referenced in its proposal, Company shall provide a fully adequate level of staffing for the medical and mental-health needs of inmates/patients at the Facility based on an Average Daily Population. It is possible that the total inmate/patient need consistent with that ADP may, at times, require additional on-site physician, psychiatric or other personnel hours beyond the base number indicated in the proposal. In such instances, without further charge, and in accordance with what it has indicated are the dictates of its professional services contracts, Company shall ensure that the hours and/or number of staffing actually provided are sufficient for the actual caseload presented by the inmate/patient population consistent with the ADP. If the needs increase due to a change in law (i.e., MAT services), treatment modality or natural occurrence (i.e., pandemic) such that staffing must be increased, the Parties agree to negotiate a reasonable adjustment to compensation.

The Per Diem Charge noted above is based on the facility having an Average Daily Population (ADP) exceeding the range of 120- 160 respectively. The Per Diem charge is activated if the Average Daily Population exceeds 160 inmates/patients or drops below 120 for the month. Per Diem charges shall be used by Company to compensate for additional medical expenses incurred as a result of the increased inmate/patient population, not to include costs associated with potential requirements for increased medical personnel. The costs of such additional staffing shall be separately negotiated between County and Company.

9. Terms of Payment by County. Company shall invoice the Facility's Administration as of the first (1st) day of the month preceding services for one-twelfth (1/12) of the annual contract price, plus catastrophic and per diem adjustments. Payment shall be made by County by the first (1st) day in the month for which services are provided.
10. Accreditation. Company shall maintain current or future accreditation by the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) Core Jail Standards in relation to the medical or healthcare standards therein. County shall be responsible for all fees associated with NCCHC and ACA accreditation.

In the event Company fails to maintain accreditation, at their fault and not the County's, or the accrediting body issues a warning that accreditation is in jeopardy (e.g., "provisional" or "probationary"), Company shall cure the deficiency to the satisfaction of the accrediting body within the time frame established by the accrediting body.

If Company fails to cure the deficiency in that time frame, the County will, at its sole discretion, impose one or more of the following: liquidated damages of up to a maximum of \$250 per day until the deficiency is cured to the satisfaction of the accrediting body; liquidated damages once in the maximum amount of no more than two-times the cost of the accrediting body's fees; termination of the contract.

11. Regulatory Compliance. Company shall ensure and warrant that all staff furnished pursuant to the terms of this Agreement possess the necessary licenses and

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certifications required under State Laws in order to conduct the professional activities for which they have been hired or contracted. In addition, Company agrees to include appropriate provisions in all employment and independent contractor agreements, requiring its agents and employees to comply with all relevant civil rights laws, anti-discrimination provisions, and sexual harassment statutes. Moreover, the Company's Policy on Equal Opportunity and Sexual Harassment shall be read, signed and adhered to by all employees and contractors.

12. **Exercise of Medical Autonomy.** It is acknowledged and agreed that, in accordance with Standard J-A-03 of Standards for Health Services in Jails of the National Commission on Correctional Health Care (NCCHC), decisions and actions regarding health care services provided to inmates/patients are the sole responsibility of qualified health care personnel and cannot be compromised for security reasons; thus, all decisions involving the exercise of medical or dental judgment are the responsibility of Company and its health care practitioners.

13. **Ownership of Medical Records.** Company is the custodian of the records while under contract as the healthcare provider for the Correctional Facility. Regarding the CorEMR Electronic Medical Records system, Company shall provide the County, at its request, with export of data (including indexes and metadata) in a format that any potential follow-on contracted health-care provider could reasonably use. All proprietary forms, triggers and methodologies contained within the CorEMR system would be removed, as they are specific to the policies and procedures of Company. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Company shall comply with Ohio law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by Company except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law.

At the termination of this Agreement, all medical records shall be delivered to and remain with County. Company shall be permitted to maintain a copy for regulatory compliance and other legitimate business purposes.

13.1 Company will immediately notify the Medical Contract Liaison of any requests for information from regulatory agencies, other government agencies, or parties acting on behalf of government agencies as well as Freedom of Information Act requests. Unless otherwise directed by the Medical Contract Liaison, Company shall comply, in accordance with local and federal law, with such requests in a timely manner, including, but not limited to, provision of data or other information, access to the physical plant, access to personnel, and access to patients. Company shall immediately notify the Medical Contract Liaison of any other requests for information or access from the media, the public, or other entities; this is not meant to apply to requests for clinical information about a specific patient from care providers or family members in accordance with HIPAA requirements.

13.2 To the extent permitted by law, Company shall make available to County, at County's request and at no cost, all clinical and business records, documents, data, and other materials relating to the direct delivery of health services to patients covered under the contract if the delivery of health services to a patient or patients is an issue in any public records request, claim, litigation, or complaint related to or against County, Company, or their agents, contractors, and employees as soon as possible, but no more than five (5) business days after receipt of such request.

13.3 To the extent permitted by law, Company shall make available to the County or other entity as appropriate, at County's request and at no cost, all clinical and business records, documents, data, and other materials relating to the delivery of health services to patients covered under the contract or the performance of this contract, for any purpose, including, but not limited to, monitoring of this contract by County or its agents, any governmental or governmentally required oversight or audit, or any court-mandated or approved monitoring as soon as possible, but no more than five (5) business days after receipt of such request.

14. **Insurance.** Prior to commencement of this Contract, the Company shall present to the County current certificates of insurance and shall maintain current such insurance during and

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throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the County before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change. During the life of the Contract, the County may require the Company to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or inequity.

14.1 Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Company may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

14.2 Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Company may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.

14.3 Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County, with coverage in an amount equal to that required by law and covering all sums which Company may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

14.4 Professional liability medical malpractice coverage with limits of at least \$1,000,000 per incident \$3,000,000 annual aggregate. Company warrants that all medical staff provided to the county by Company to fulfill its obligations under this agreement will be covered by such insurance.

The County must be named as "Additional Insured" on the policies listed in paragraphs 14.1, 14.2, 14.3 above.

- 15. Indemnification.** Company shall indemnify, defend, and hold harmless County as well as its officers, employees, and agents from and against any and all lawsuits, losses, claims, actions, damages, liability and expenses resulting from any acts or omissions of Company, its agents and employees as a result of performance of its medical responsibilities under this Agreement.

- 16. Status of Parties.** Nothing herein shall be deemed to create an employer/employee relationship between County and Company or between County and any employee or

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subcontractor of Company. The parties stipulate that Company is an independent contractor, as that term is defined under State Law, and not an agent, partner or joint venturer with the County.

17. **Civil Rights Laws.** Company agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972 and 45 CFR part 92, and other relevant civil rights laws, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion. Company agrees to include this language in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

18. **Drug Free Workplace.** Company agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Company shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

19. **Third Party Beneficiaries.** The parties do not enter into this Agreement for the benefit of any person other than the parties to this Agreement.

20. **Final Agreement of the Parties.** This writing, together with the County's Request for Proposal (RFP), dated September 8, 2015, and the Technical and Pricing Proposal dated October 31, 2025 constitute the final expression of the Agreement of the parties and is intended as a complete and exclusive statement of terms, superseding all prior promises, oral representations, negotiations and discussions in connection with the subject matter hereof, all of which shall be deemed as merged into this writing. No modification of this Agreement shall be binding upon the parties hereto unless in writing and signed by both parties.

21. **Notices.** All notices required under the terms of this Agreement shall be sent in writing to the following individuals and addresses:
 PrimeCare Medical, Inc.
 Attn: Thomas J. Weber, Chief Executive Officer
 3940 Locust Lane
 Harrisburg, PA 17109
 (717) 545-5787

 Delaware Commissioners' Office
 91 North Sandusky Street Delaware, OH
 43015

22. **Assignment.** Company may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void. If Assignment is required it may only be done with the written approval of County, which shall not be unreasonably withheld. It shall inure to the benefit of any successors and/or heirs of Company.

23. **Choice of Law.** The parties agree that the provisions of this Agreement shall be interpreted in accordance with the laws of the State of Ohio, Delaware County.

24. **Advice of Counsel.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.

25. **Counterparts; Headings.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.

26. **Equal Employment Opportunity.** It is the policy of Company to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff,

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recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.

27. **Independent Contractors.** The county is a public employer as defined in RC. §145.01(D). The county has classified Company as an independent contractor or another classification other than public employee. As a result, no contributions **will** be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Company and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the county, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Contractor is an individual or has less than five (5) employees, Company, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("OPERS Form").
- If Company has five (5) or more employees, Company, by its signature of an authorized representative below, hereby certifies such a fact in lieu of completing
28. **Severability.** If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
29. **County Policies.** Company shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. Company shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of Company to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
30. **Waiver.** Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.
31. **Conflict.** To the extent that any terms and conditions of this Agreement conflict with those contained in the RFP, the terms and conditions of this Agreement shall prevail. To the extent that any terms and conditions of Company's proposals, appendices, or other documents conflict with those in the RFP, the RFP shall prevail.

Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

7
RESOLUTION NO. 26-49

**IN THE MATTER OF RANKING PROFESSIONAL DESIGN FIRMS FOR THE DELAWARE COUNTY
EMS STATION 3 / SHERIFF'S OFFICE SOUTH SUBSTATION:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") received a total of eight statements of qualifications from professional design firms for the Delaware County EMS Station 3 / Sheriff's Office South Substation; and

WHEREAS, a review committee has reviewed the qualifications, conducted interviews with short listed firms, and has ranked the top three firms it found to be the most qualified firms; and

WHEREAS, section 153.69(A) of the Revised Code requires the public authority to select and rank no fewer than

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three firms which it considers to be the most qualified to provide the required professional design services, except when the public authority determines in writing that fewer than three qualified firms are available in which case the public authority shall select and rank those firms; and

WHEREAS, the review committee recommends the firms be ranked as 1 – K2M Design; 2 – DLZ Architecture; and 3 – App Architecture;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby ranks the following professional design firms for the Delaware County EMS Station 3 / Sheriff’s Office South Substation and, per section 153.69(B) of the Revised Code, enters into contract negotiations with the firm ranked most qualified to perform the required services: 1 – K2M Design; 2 – DLZ Architecture; and 3 – App Architecture.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

8
RESOLUTION NO. 26-50

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM FINAL STATUS REPORT FOR 2025:

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

Exhibit #2 Report Cover Page	
REPORT DUE:	Last Business Day of January
COUNTY:	Delaware
DATE OF REPORT:	1/14/2026
ITEMS TO BE INCLUDED WITH THE REPORT	
A. Auditors Report dated for the last day of the reporting period	
B. Detailed explanation of expenditures on the Financial Report provided	
C. Itemized listing of purchase orders carried into the following year	
D. Detailed explanation of activities on the Activity Report provided	
E. An up-to-date inventory list	
F. Disposal of Equipment Form as provided (if applicable)	
REVENUE	
1 Unexpended balance on first day of reporting period	
2 Total DKMM Funds received by end of year including special projects	
3 Miscellaneous Reimbursements (workers comp, refunds)	
4 Total DKMM Funds Available (add lines 1, 2, 3)	
EXPENDITURES (totals from the Financial Report)	
5 Salaries	
6 Fringe Benefits Paid by DKMM (maximum \$15,000)	
7 Fringe Benefits Paid by County	
** total of lines 8 - 14 must be at least \$12,000	
8 Contracts	
9 Equipment	
10 Supplies	
11 Advertising	
12 Awards	
13 Travel	
14 Other	
15 Total Expenditures (add lines 5 - 14)	
16 Total DKMM Funds Available (line 4 above)	
17 Total all Expenditures	
18 Total Purchase Orders Carried into next year	
19 *Unencumbered Fund Balance	
(unencumbered fund balance = total funds - expenditures - purchase orders carried over)	
20 Allowable Carryover (10% total contract amount)	
21 Please list the allowable amount to be carried over (+), or paid back (-)	
22 If County had to contribute to overspent contract, please list amount	

(Copy of exhibits available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

9
RESOLUTION NO. 26-51

IN THE MATTER OF AMENDING RESOLUTION NOS. 24-269 AND 25-818, TO REFLECT UPDATED DELAWARE COUNTY STAFF CONTACTS:

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

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WHEREAS, on April 4, 2024 the Board of County Commissioners of Delaware County (the “Board”) adopted Resolution No. 24-269, supporting the Ohio Commission for the United States Semiquincentennial (America 250-OH); and

WHEREAS, pursuant to Resolution No. 24-269 the Board authorized Chris Shaw, Records Center Coordinator, and Jane Hawes, Director of Communications, to serve as county liaisons and points of contact for all local organizations, stakeholders, and communities within Delaware County; and

WHEREAS, on October 13, 2025, the Board adopted Resolution No. 25-818 to reflect updated county liaisons for America 250-OH; and

WHEREAS, the Board wishes to amend Resolution Nos. 24-269 and 25-818 to reflect additional changes to county liaisons for America 250-OH;

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

Section 1. The Board hereby authorizes Ali Glusich, Executive Assistant to the Board of Commissioners, and Eric Weitz, Communications Coordinator to the Board of Commissioners, to serve as the county liaisons and points of contact for all local organizations, stakeholders, and communities within Delaware County.

Section 2. The Board hereby directs the Clerk to certify a copy of this Resolution to the Delaware County state legislative delegation and AMERICA 250-OH Commission headquartered at 41 S. High St., Suite 250, Columbus, OH 43215.

Section 3. This Resolution shall be effective immediately upon adoption.

Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

10
RESOLUTION NO. 26-52

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND EXECUTE APPLICATIONS AND OTHER DOCUMENTS IN SUPPORT OF THE DEVELOPMENT AND IMPROVEMENT OF THE PROPERTY LOCATED AT 2104 STATE ROUTE 521:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) owns real property located at 2104 State Route 521, Delaware, Ohio (the “Property”); and

WHEREAS, the Board has determined to proceed with construction of a county social services building on the Property, which requires submitting certain applications and other documents to the City of Delaware; and

WHEREAS, as the record owner of the Property, the Board’s approval or authorization is necessary for any applications, and the Board wishes to expedite any necessary approvals; and

WHEREAS, pursuant to section 305.30(K) of the Revised Code, the Board may authorize the County Administrator to perform such duties as the Board may determine by resolution;

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

Section 1. The Board hereby authorizes the County Administrator to approve and execute applications and other documents in support of the development and improvement of the Property and to submit any applications or other documents so approved and executed to the City of Delaware.

Section 2. This Resolution shall take immediate effect upon adoption.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

11
RESOLUTION NO. 26-53

IN THE MATTER OF APPROVING ENGAGEMENT LETTERS, AND APPENDICES THERETO, BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BAKER TILLY MUNICIPAL ADVISORS, LLC., FOR THE REFUNDING OF THE SERIES 2015 AND 2016 BONDS:

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

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WHEREAS, the County Administrator recommends approval of engagement letters between the Board of Delaware County Commissioners and Baker Tilly Municipal Advisors, LLC., for the refunding of the Series 2015 and 2016 bonds;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves, and authorizes the County Administrator to execute, the following engagement letters, and appendices thereto, between the Board of Delaware County Commissioners and Baker Tilly Municipal Advisors, LLC., for the Series 2015 and 2016 Bonds:

January 12, 2026

**Ms. Tracie Davies County Administrator
Delaware County
91 N. Sandusky St.
Delaware, OH 43015**

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by Delaware County (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false or misleading representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false or misleading representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false or misleading representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership rights, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's and its affiliates (Baker Tilly Parties) proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Baker Tilly Parties prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by the Baker Tilly Parties after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate the Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

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Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may

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assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

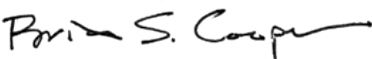
This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature

BAKER TILLY ADVISORY GROUP, LP



Brian S. Cooper, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name:

Title:

Date:

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP (BTAG) and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of

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Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. BTAG and its subsidiary entities provide tax and business advisory services to their clients. BTAG, and its subsidiary entities are not licensed CPA firms. BTAG and its subsidiaries and Baker Tilly US, LLC are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. BTAG, Baker Tilly US, LLP, nor any other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license with Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC (BTWM), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, controlled by BTAG. BTWM may provide services to the Client in connection with the investment of proceeds from an issuance of securities through Baker Tilly Investment Services, a Division of BTWM. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services and adherence to fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer, controlled by BTAG, specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA), controlled by BTAG, is a registered municipal advisor pursuant to Section 15B of the Securities Exchange Act, as amended and the rules and regulations adopted by the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Moss Adams Wealth Advisors, LLC (MAWA), controlled by BTAG, is an SEC registered investment adviser. MAWA provides portfolio management, financial planning and retirement consulting services to its clients. Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend

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alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss.

Thus, Baker Tilly may recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

**January 12, 2026
Ms. Tracie Davies
County Administrator
Delaware County
91 N. Sandusky St.
Delaware, OH 43015**

RE: General Municipal Advisory Services and Independent Registered Municipal Advisor Engagement

Dear Ms. Tracie Davies:

Baker Tilly US, LLP is pleased to provide the Delaware County the Client with this scope appendix, attached by reference to the engagement letter dated January 12, 2026 (the Engagement Letter) appointing Baker Tilly Municipal Advisors, LLC (Baker Tilly) to serve as the Client's Independent Registered Municipal Advisor (IRMA) and, as such, provide municipal advisory services to the Client.

Upon acceptance of this scope appendix, the terms and conditions contained herein will govern the municipal advisory relationship between the Client and the Firm. Accordingly, the Client may represent to underwriters and providers of financial products that Baker Tilly is the Client's IRMA.

This scope appendix sets forth the general scope of municipal advisory serves between the parties. It is contemplated that from time to time this scope appendix may be supplemented by one or more Scope Appendices outlining the specific scope of services and fees related to a particular financing or project.

SCOPE OF SERVICES

At the request of the Client, Baker Tilly will provide some or all of the following general municipal advisory services. Services related to a specific financing or project will be outlined in a separate scope appendix.

Engagement planning. Baker Tilly will assist the Client with its planning activities, including modeling and analyzing the Client's debt portfolio and preliminary work related to capital planning, economic development planning and debt structuring such as identifying and analyzing financing solutions and funding options.

Engagement planning may also include assisting in the development of a plan of finance including alternative approaches for a particular Project that may be available and appropriate for such Project or advising the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.

Identify refinancing opportunities. Baker Tilly will monitor the Client's debt portfolio in an effort to identify and recommend refinancing transactions to the Client that meet the Client's refinancing criteria and objective

Evaluate proposals. At the request of the Client, Baker Tilly will assess proposals (solicited or unsolicited) received by the Client from broker-dealers or other financial institutions with respect to the issuance of obligations by the Client and provide advice and recommendations to the Client with respect to such matters based on the Firm's assessment.

Analyze debt structure alternatives. Baker Tilly will evaluate and provide advice with respect to proposed financings, including (i) the coordination of the amortization schedule with outstanding debt of the Client, (ii) analysis of the sufficiency of resources pledged to debt service and (iii) options related to the final maturity.

Attend Meetings and Presentations. Baker Tilly will attend planning meetings and make presentations, in-person or virtual, to discuss and explain various aspects of ballot referendum, debt service tax rates, estimated

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market conditions, millage modeling, timing of financings, and related topics as necessary.

Rating agency surveillance. Baker Tilly will assist the Client in preparing for rating agency presentations and make recommendations concerning credit strategy, if applicable.

COMPENSATION AND BILLING

Fees and expenses related to the general scope of services under this scope appendix shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred. No such expenses will be incurred without the prior authorization of the Client.

Fees and expenses for a specific financing or project will be outlined in a separate scope appendix. For any matters or services that fall outside this scope of services or are not outlined in a supplemental scope appendix the Firm's fees shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred. No such expenses will be incurred without the prior authorization of the Client.

Standard Hourly Rates by Job Classification 1/1/2026

Title	Hourly Rate
Principals / Directors	\$510 - \$695
Managers / Senior Managers	\$330 - \$480
Consultants / Analysts / Senior Consultants	\$210 - \$320
Support / Paraprofessionals / Interns	\$120 - \$230

Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified of any change to fees. If Client does not dispute such change in fees within thirty (30) day of receiving the notification, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

To manage time and expense incurred under this general scope of services the Client and Baker Tilly agree to work cooperatively to transfer reasonable costs incurred under this scope appendix to a fixed fee supplemental scope appendix as applicable. The Client agrees to pay time and expense that is not reasonably transferred to a supplemental scope appendix after 180 days of such time and expense has been incurred.

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

CONFLICTS OF INTEREST

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

TERMINATION

Both the Client and Baker Tilly have the right to terminate the Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, or as detailed in a Supplemental Agreement, the scope of services provided in Exhibit A will terminate sixty (60) days after completion of the services.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Execution of this Scope Appendix can be performed in counterparts, each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know. Very truly yours,



BAKER TILLY MUNICIPAL ADVISORS, LLC

By: Brian S. Cooper, Principal

January 12, 2026

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**Ms. Tracie Davies
County Administrator
Delaware County
91 N. Sandusky St.
Delaware, OH**

Re: Municipal Advisory Services – Debt Issuance (Regulated)

**\$38,200,000
Delaware County
Sales Tax Revenue Refunding Bonds, Series 2026**

Dear Ms. Davies:

Baker Tilly Municipal Advisors, LLC (Baker Tilly or the Firm) is pleased to provide the Delaware County (the Client) with this scope appendix to provide municipal advisory services for the subject financing. The Firm will provide such services as the Client's Independent Registered Municipal Advisor (IRMA) and in accordance with the General Municipal Advisory Services scope previously executed by the two parties.

Upon acceptance of this engagement letter, the terms and conditions contained herein will serve as a supplemental scope appendix and shall relate solely to the subject financing. The specific services to be performed, fees charged, and disclosure statement are outlined in this supplemental scope appendix and our Engagement Letter originally dated January 12, 2026.

SCOPE OF SERVICES

At the request of the Client, Baker Tilly will provide the services set forth below for the Client, execution of the following transaction.

Evaluate proposals. At the request of the Client, Baker Tilly will assess any proposals (solicited or unsolicited) received by the Client from broker-dealers or other financial institutions with respect to the issuance of obligations by the Client and provide advice and recommendations to the Client with respect to such matters based on its assessment.

Analyze debt structure alternatives. Baker Tilly will evaluate and provide advice with respect to proposed financings, including (i) the coordination of the amortization schedule with outstanding debt of the Client, (ii) analysis of the sufficiency of resources pledged to debt service and (iii) options related to the final maturity.

Develop and monitor the financing schedule. Baker Tilly will prepare a bond sale calendar that clearly identifies the responsibilities of each participant in the transaction. The schedule will be designed to permit sufficient time for revision of all disclosure materials by Client officials prior to final printing and distribution. Moreover, Baker Tilly will work with all external participants (e.g., bond counsel, rating analysts, etc.) to ensure that their tasks are coordinated with the activities of the Client's staff.

Recommend a negotiated or competitive sale or direct bank purchase. Baker Tilly will provide advice to the Client regarding the appropriateness of sale options.

Assist in selecting working group members and procuring services.

- a. **Underwriter selection.** If it is determined that a negotiated sale is appropriate, Baker Tilly will work with Client officials in selecting the underwriting team. At the direction of the Client, this may include procuring underwriting services through an RFP/RFQ process.
- b. **Procurement of financial services.** Baker Tilly will assist the Client, as needed, in identifying and procuring services that may be needed over the course of its financing program. This includes assistance with the selection of trustees, escrow trustees, escrow verification agents, financial printers and other third-party vendor services.

Review financing documents. Once a plan of finance has been developed, the financing team will be responsible for drafting, printing, adopting, and distributing all legal and disclosure documents. Baker Tilly will coordinate with local officials, bond counsel, underwriters, banks, and other team members in the preparation, evaluation, and finalization of bond document preparation activities, including the preparation and analysis of trust indentures, official statements, loan agreements, reimbursement contracts, trust participation agreements, purchase contracts, remarketing agreements, and other contracts that may be necessary for bond issues and other debt instruments considered by the Client. Other documents, such as engineering studies, traffic and revenue projections, and arbitrage certificates, are the responsibility of other parties, but their preparation will be incorporated into the document preparation work coordinated by Baker Tilly prior to the sale of securities as necessary.

Rating agency assistance. Baker Tilly will work with the Client in preparing for rating agency presentations and make recommendations concerning issues that should be addressed in those meetings, if applicable.

Coordinate the marketing of the bonds. Baker Tilly will actively undertake procedures to assist in the coordination and marketing, if applicable, of the Client's debt issues. The following discussion details the steps involved:

- a. **Timing of sale.** Baker Tilly will monitor market conditions and evaluate their impact on

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new-issue securities.

b. Marketing information.

1. *Disclosure documents.* For the Client's offerings, Baker Tilly will work with the administrative staff and bond counsel to review the Client's disclosure document, the Preliminary Official Statement (POS). Baker Tilly will review the Client's existing POS format and recommend any changes.
2. *Notice of Sale.* Baker Tilly will work with the Client's bond counsel in its preparation of the notice of sale for competitive sales. Baker Tilly will provide a recommendation for various bidding parameters for the related securities and plan of finance. Baker Tilly's efforts would be designed to allow bidders flexibility while protecting the interests of the Client.

Assist with the pricing of the bonds. Baker Tilly will provide the Client with information so that the Client can evaluate the fairness of the pricing of its securities. Such information may include (i) yields on recently priced comparable issues, (ii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an assessment of municipal market conditions leading up to the sale, (iv) analysis of alternative call provisions, and (v) special features of the issue and potential impacts on pricing.

Assist with closing the bond issue. Baker Tilly will prepare a closing memorandum and work with all parties involved to facilitate a timely closing.

Miscellaneous. Baker Tilly is committed to providing additional services as required to effectively manage the Client's debt issuance process.

Compensation and Invoicing

For financial consulting and municipal advisory services related to the issuance of the proposed bonds, the Firm shall be paid a fee of \$85,000 (inclusive of our Firm's technology fees).

The Client will incur no financial obligation to Baker Tilly until such time that the Client's Board or Council approves the bond legislation and appropriation is authorized. It is expected, but not required, that all bond-related fees will be paid from the proceeds of the Client's transaction.

To manage time and expense incurred under a fixed fee engagement Baker Tilly may need to send periodic progress bills (invoices) to cover time and expense for certain projects with a duration of more than 90 days. Baker Tilly reserves the right to bill time and expense incurred after 90 days if there have been unanticipated delays to a given project including approvals, documentation, market conditions, development or project delays or other factors that cause unanticipated delays to the project scope or closing.

Baker Tilly will not charge the Client for normal out-of-pocket expenses associated with providing the scope of services to the Client. Expenses related to travel for rating agency presentations and pricings outside of the state of Ohio are to be reimbursed at cost.

The fees do not include the charges of other entities including, but not limited to, rating agencies, bond and official statement printers, couriers, newspapers, bond counsel and local counsel, and electronic bidding services, including Parity®.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Both the Client and Baker Tilly have the right to terminate the Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, or as detailed in a Supplemental Agreement, the scope of services provided in Exhibit A will terminate sixty (60) days after completion of the services.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Execution of this Scope Appendix can be performed in counterparts, each of which will be deemed an original and all of which together will constitute the same document.

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If you have any questions, please let us know. Very truly yours,



BAKER TILLY MUNICIPAL ADVISORS, LLC

By: Brian S. Cooper, Principal

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

12
RESOLUTION NO. 26-54

IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CORDUROY RD LLP:

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

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, Highdev II, LLC transferred a portion of the Creekside Development to The Electric Connection, Inc., which subsequently transferred a portion of the Creekside Development to Corduroy Rd LLP; and

WHEREAS, Corduroy Rd LLP wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with Corduroy Rd LLP:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and among the COUNTY OF DELAWARE (the “County”), a political subdivision of the State of Ohio, THE ELECTRIC CONNECTION, INC., an Ohio corporation (the “Property Owner”), and CORDUROY RD LLP, an Ohio limited liability partnership (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner, as successor-in-interest to HIGHDEV II, LLC, an Ohio limited liability company (“HIGHDEV”), and the County, made effective December 28, 2017 (the “CRA Agreement”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified therein the Orange Township CRA (CRA #041-58618-01) (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to Resolution No. 17-997, adopted on September 25, 2017, HIGHDEV, and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as more particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Limited Warranty Deed recorded January 6, 2020, at Book 1692, Page 787–788 in the office of the Delaware County, Ohio Recorder, the Property Owner succeeded to the interest of HIGHDEV in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

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WHEREAS, pursuant to Resolution No. 21-757, adopted on August 19, 2021, the County approved that certain Assignment and Assumption Agreement by and between HIGHDEV, as assignor, and the Property Owner, as assignee, by which the CRA Agreement was assigned by HIGHDEV to the Property Owner; and

WHEREAS, by virtue of that certain Limited Warranty Deed recorded May 6, 2022, at Book 1963, Page 2418–2419 in the office of the Delaware County, Ohio Recorder (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on May 6, 2022 (the “Transfer Date”) to the interest of the Property Owner in the Transferred Property as identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 3 (“Employee Positions”), Section 4 (“Provision of Information”), Section 6 (“Application for Exemption”), Section 7 (“Payment of Non-Exempt Taxes”), Section 10 (“Certification as to No Delinquent Taxes”), Section 13 (“Non-Discriminatory Hiring”), Section 18 (“Validity”), Section 21 (“R.C. Section 9.66 Covenants”), Section 22 (“Annual Fee”), and Section 23 (“Notice of Vacancy”).
2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.
3. The Successor further certifies that, as required by R.C. Section 3735.671(C), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the term “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(C).
4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.
5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 20 thereof, addressed as follows:
Corduroy Rd LLP
2276 Westbrooke Dr.
Columbus, OH 43228
Attention: Mehmet Topcu
Email: matt@columbusgranite.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2026.

ACKNOWLEDGMENT OF PROPERTY OWNER
The Property Owner (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Property Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Property Owner as of the date of this

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Agreement, of all of the representations, warranties and covenants made by or required of the Property Owner that are contained in the CRA Agreement.

THE ELECTRIC CONNECTION, INC., an Ohio corporation

By: _____
Print Name:
Title:

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of CRA Agreement
(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of Instrument Conveying the Transferred Property
(attached hereto)

Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

13
RESOLUTION NO. 26-55

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR A SPECIFIC EXPENSE NOT DESIGNATED AND ABOVE THE LIMIT ESTABLISHED BY THE PROCUREMENT CARD POLICY:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County (the “Board”), by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of county procurement cards and, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the policies and procedures for the county procurement card program; and

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

WHEREAS, while the Ohio Bureau of Worker’s Compensation accepts electronic payments, such payments are not a designated allowed expense and are over the spending and transaction limits as set by the procurement card policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the procurement card issued to Deputy Administrator Dawn Huston for all premium payments to the Ohio Bureau of Worker’s Compensation pursuant to the workers compensation self-insured payment schedules, without regard to the allowable expenses and spending limits as set within the procurement card policy, up to \$120,000 from fund 61311923-5300 from previously approved Purchase Request P2600570 for workers compensation self insurance premiums during calendar year 2026.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

14
RESOLUTION NO. 26-56

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY COMPANY FOR THE PROJECT KNOWN AS DEL-CR 123-0.00 HYATTS ROAD AND SOUTH SECTION LINE ROAD ROUNDABOUT PROJECT:

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

WHEREAS, the County Engineer recommends that a bid award be made to Shelly Company, the low bidder for the project known as DEL-CR 123-0.00, Hyatts Road and South Section Line Road Roundabout; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Shelly Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Shelly Company for DEL-CR 123-0.00 Hyatts Road and South Section Line Road Roundabout Project:

CONTRACT

THIS AGREEMENT is made this 2nd day of February 2026, by and between Shelly Company, 80 Park Drive, PO Box 266, Thornville, Ohio 43076, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR 123-0.00 Hyatts Rd and S. Section Line Rd Roundabout Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Million Five Hundred Sixty Four Thousand Three Hundred Ninety One Dollars and Sixty Three Cents (\$1,564,391.63)) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

15
RESOLUTION NO. 26-57

IN THE MATTER OF AWARDING BIDS FOR ENGINEERING MATERIALS FOR 2026:

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

Tree Clearing -Bids Opened January 12, 2026:

As a result of the bids opened January 12, 2026, for tree clearing for 2026, the Engineer recommends that a non-exclusive bid award be made to Hilscher-Clarke Electric, Timberland Tree, Russell Tree Experts Ltd., and Oberlander’s Tree & Landscape Ltd.

Curb and Sidewalk Replacement Program- Bids Opened January 12, 2026:

As a result of the bids opened January 12, 2026, for the curb and sidewalk replacement program for 2026 the Engineer recommends that a non-exclusive bid award be made to Professional Pavement, Strawser Paving Company, Concrete One Construction LLC, Decker Construction Company, JB Construction and Proflex Construction & Supplies LLC.

Guardrail Installation- Bids Opened January 12, 2026:

As a result of the bids January 12, 2026, for the guardrail installation for 2026, the Engineer recommends that a non-exclusive bid award be made to Lake Erie Construction Company, Paul Peterson Co. and MP Dory Co.

Drainage Maintenance- Bids Opened January 12, 2026:

As a result of the bids January 12, 2026, for the drainage maintenance for 2026, the Engineer recommends that a non-exclusive bid award has been made to B&K Lehner Excavating LLC, RKE Trucking, G&G Enterprises Complete Excavating, Excavation Point LLC, Vanderpool LLC, Schreck Excavation, RCA Hauling and Excavating LLC and Enviro-Construction Co.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio hereby accepts the Engineer’s recommendations stated herein and approves the following:

Section 1: A non-exclusive bid award be made to Hilscher-Clarke Electric, Timberland Tree, Russell Tree Experts Ltd., and Oberlander’s Tree & Landscape Ltd. for tree clearing in 2026.

Section 2: A non-exclusive bid award be made to Professional Pavement, Strawser Paving Company,

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Concrete One Construction LLC, Decker Construction Company, JB Construction and Proflex Construction & Supplies LLC for curb and sidewalk replacement program in 2026.

Section 3: A non –exclusive bid award be made to Lake Erie Construction Company, Paul Peterson Co. and MP Dory Co. for guardrail installation for 2026.

Section 4: A non-exclusive bid award be made to B&K Lehner Excavating LLC, RKE Trucking, G&G Enterprises Complete Excavating, Excavation Point LLC, Vanderpool LLC, Schreck Excavation, RCA Hauling and Excavating LLC and Enviro-Construction Co. for drainage maintenance for 2026.

Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

16
RESOLUTION NO. 26-58

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH E.P. FERRIS AND ASSOCIATES, INC., FOR THE PROJECT KNOWN AS DEL-CR 009-08.11 LIBERTY AND BUNTY STATION ROAD INTERSECTION IMPROVEMENTS:

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

WHEREAS, section 305.15 of the Revised Code provides that a board of commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing professional design services for the Liberty and Bunty Station Road Intersection Improvements; and

WHEREAS, the County Engineer has selected E. P. Ferris and Associates, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR 009-08.11**

Liberty and Bunty Station Road Intersection Improvements

This Agreement is made and entered into this 2nd day of February, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and E. P. Ferris and Associates, Inc., 2130 Quarry Trails Drive, 2nd Floor, Columbus, Ohio 43228 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

The Consultant shall provide professional design services for the preparation of construction and right of way plans in connection with the project known as DEL-CR 009-08.11 (PID 2118), Liberty and Bunty Station Road Intersection Improvements, including preparation of final construction and right of way plans for a single-lane modern roundabout at the intersection of Liberty Road and Bunty Station Road, (the professional design services being referred to herein as the “Services”).

- 1.1 Preliminary engineering, Environmental Engineering and Right of way Plans through Phase FE Final Tracings will be included in this contract.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are further defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Scope of Services and Price Proposal dated December 10, 2025.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (the “County Engineer”) as the agent of the County for this Agreement.
- 2.2 The County Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

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4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$216,564.00, which amount shall not be exceeded without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served on the Parties to the attention of the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Project Manager:

Name: Delaware County Engineer
Attn: Ryan J. Mraz (Chief Deputy Design Engineer)
Address: 1610 State Route 521, Delaware, OH 43015
Telephone: (740) 833-2400
Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matthew E. Ferris, P.E., P.S.
Address of Firm: 2130 Quarry Trails Drive, 2nd Floor
City, State, Zip: Columbus, OH 43228
Telephone: 614-299-2999
Email: mferris@epferris.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer and on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon a written authorization to proceed from the County Engineer and shall complete the Services in a timely manner.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until the modification is approved in a writing signed by both Parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

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- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

17
RESOLUTION NO. 26-59

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH A. MORTON THOMAS AND ASSOCIATES, INC., FOR THE PROJECT KNOWN AS DEL-CR 009-5.58 LIBERTY AND HYATTS ROAD INTERSECTION IMPROVEMENTS:

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

WHEREAS, section 305.15 of the Revised Code provides that a board of commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

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WHEREAS, the County Engineer has received proposals from consulting firms interested in providing professional design services for the project known as Liberty and Hyatts Road Intersection Improvements; and

WHEREAS, the County Engineer has selected A. Morton Thomas and Associates, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services, and requests that the Board enter into Contract with said firm;
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR 009-5.58**

Liberty and Hyatts Road Intersection Improvements

This Agreement is made and entered into this 2nd day of February, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and A. Morton Thomas and Associates, Inc., 250 Civic Center Drive, Suite 580, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

The Consultant shall provide professional design services for the preparation of construction and right of way plans in connection with the project known as DEL-CR 009-05.58 (PID 0852), Liberty and Hyatts Road Intersection Improvements, including preparation of final construction and right of way plans for a single-lane modern roundabout at the intersection of Liberty Road and Hyatts Road, (the professional design services being referred to herein as the “Services”).

- 1.1 Preliminary engineering, Environmental Engineering and Right of way Plans through Phase FE Final Tracings will be included in this contract.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are further defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Scope of Services and Price Proposal dated December 12, 2025.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (the “County Engineer”) as the agent of the County for this Agreement.
- 2.2 The County Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$204,159.00, which amount shall not be exceeded without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served on the Parties to the attention of the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Project Manager:
Name: Delaware County Engineer

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Attn: Ryan J. Mraz (Chief Deputy Design Engineer)
Address: 50 Channing Street, Delaware, OH 43015
Telephone: (740) 833-2400
Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Jerod A. Hiller, P.E.
Address of Firm: 250 Civic Center Drive, Suite 580
City, State, Zip: Columbus, OH 43215
Telephone: 614-930-6438
Email: jhiller@amtengineering.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon a written authorization to proceed from the County Engineer and shall complete the Services in a timely manner.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until the modification is approved in a writing signed by both Parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. Notwithstanding the County's ownership of the documents and work product described herein, the Consultant shall not be responsible for damages arising from the use of such documents or work product for purposes other than those contemplated under this Agreement or for use after completion of the Services, without the Consultant's knowledge.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

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- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold harmless Delaware County and its officials and employees from any damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Notwithstanding the foregoing, Consultant shall not be required to indemnify or hold harmless the County for damages, costs, or liabilities to the extent caused by negligent acts or omissions of the County, its officials, employees or agents.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or

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interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

18
RESOLUTION NO. 26-60

IN THE MATTER OF ESTABLISHING THE MAINTENANCE BONDS FOR BERLIN FARM WEST SECTION 6 AND WOODCREST CROSSING SECTION 7:

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

WHEREAS, the roadway construction has been completed for the projects known as Berlin Farm West Section 6 and Woodcrest Crossing Section 7 (the "Projects"); and

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

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

WHEREAS, M/I Homes of Central Ohio, LLC, (the “Owner”) has provided maintenance bonds in the amount of \$78,000.00 for Berlin Farm West Section 6 and \$69,200.00 for Woodcrest Crossing Section 7 to secure the Owner’s obligations during the one-year maintenance period;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bonds in the amounts of \$78,000.00 and \$69,200.00 for the Projects and places the Projects on the required one-year maintenance period.

Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

19
RESOLUTION NO. 26-61

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR DEL WEBB NORTHSTAR SECTION 1 PHASE C AND COURTYARDS AT EVANS FARM SECTION 1:

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

WHEREAS, Pulte Homes of Ohio, LLC has submitted the plat of subdivision for Del Webb Northstar, Section 1, Phase C including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Bavelis Zenios Development, LLC has submitted the plat of subdivision for Courtyards at Evans Farm Section 1 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 Del Webb Northstar Section 1 Phase C and Courtyards at Evans Farm Section 1:

Del Webb Northstar Section 1 Phase C:
Situated in the State of Ohio, County of Delaware, Township of Kingston, Farm Lots 3, Quarter Township 3, Township 5, Range 17, United States Military Lands, being out of that 766.886 acre original tract of land, as conveyed to Northstar Residential Development, LLC, of record in Official Record 879, Page 1476, and being out of that 0.630 acre tract and all of that 0.003 acre tract, as conveyed to Northstar Residential Development, LLC in instrument Number 2026-00000547 being of record in the Recorder’s Office, Delaware County, Ohio.

Courtyards at Evans Farm, Section 1:
Situated in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lots 1 & 2 and Farm Lots 13 & 14, Township 3, Range 18, United States Military District, containing 20.886 acres said 20.886 acres being part of a 51.200 acre tract as conveyed to Bavelis Zenios Development, LLC in Official Record 2069, Page 12 and all of a 20.422 acre tract as conveyed to Arroyo Cap V-2, LLC in instrument Number 2025-00026536, Delaware County Recorder’s Office.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

20
RESOLUTION NO. 26-62

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

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

WHEREAS, on February 2, 2026, a Ditch Maintenance Petition for Hidden Creek Estates Section 2 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Hidden Creek Estates Section 2, 19.057 acres in Berkshire 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

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County Subdivision Drainage Maintenance District; and

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

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

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

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

Section 2. The Board hereby establishes the base value of the improvements as \$213,606.35.

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 Absent Mr. Merrell Aye Mr. Benton Aye

21
RESOLUTION NO. 26-63

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR THE COURTYARDS AT BIG WALNUT SECTION 1:

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

WHEREAS, on February 2, 2026, a Ditch Maintenance Petition for The Courtyards at Big Walnut Section 1 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within The Courtyards at Big Walnut Section 1, 30.69 acres in Genoa Township; and

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

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

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

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

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

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

Section 2. The Board hereby establishes the base value of the improvements as \$499,043.48.

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

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

Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

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22

RESOLUTION NO. 26-64

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

It was moved by Mr. Merrell, seconded by Mr. Benton 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
UT2026-0001	PEARCE SERVICES	CHANCEL GATE DR	FIBER OPTIC CABLE
UT2026-0002	AEP	306 CURVE RD	POLE INSTALLATION
UT2026-0003	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0004	SPD PERMITTING	S OLD STATE ROAD-CTY RD 10	POLE ACCESS
UT2026-0005	MCCADE CONSTRUCTION	N PARK PL & DEPP PL	BURIED CONDUIT
UT2026-0006	JASON JONES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0007	BREEZELINE	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0008	BRIGHTSPEED	MONKEY HOLLOW RD CR50	BURIED CABLE
UT2026-0009	COLUMBIA GAS/NI	CORNERSTONE & CROMWELL	BURIED PIPES
UT2026-0010	PEARCE SERVICES	HOME RD & C-124	FIBER OPTIC CABLE
UT2026-0011	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2026-0012	SPD PERMITTING	MERCHANT RD TWP RD 133	BURIED CABLE
UT2026-0013	CINCINNATI BELL	BAKIRCAY LANE	BURIED CABLE
UT2026-0014	AT & T	TUSSIC STREET RD# 108	BURIED PIPE

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

23

RESOLUTION NO. 26-65

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE DEL-2026 CULVERT SUPPLY CONTRACT:

It was moved by Mr. Merrell, seconded by Mr. Benton 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-2026 Culvert Supply Contract;

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- 2026 Culvert Supply Contract.

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, February 24, 2026, at which time they will be publicly received and read aloud, for the project known as:

DEL-2026 Culvert Supply Contract

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a 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 October 16, 2026. The estimated commencement of work date is March 16, 2026.

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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: February 6, 2026

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

24
RESOLUTION NO. 26-66

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STRAWSER PAVING COMPANY, FOR THE PROJECT KNOWN AS DEL-CR 014-0.45 EAST POWELL ROAD PATH AND SIDEWALK:

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

DEL-CR- 014-0.45 East Powell Road Path and Sidewalk Project Contract
Bid Opening: January 13, 2026

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Strawser Paving Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Strawser Paving Company for the project; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Strawser Paving Company for the project known as DEL-CR 014-0.45 East Powell Road Path and Sidewalk:

CONTRACT

THIS AGREEMENT is made this 2nd day of February, 2026, by and between Strawser paving Company, 1595 Frank Road, Columbus, Ohio 43223, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR 014-0.45 East Powell Road Path and Sidewalk Project.”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Six Hundred Nine Thousand Three Hundred Eighty-Seven Dollars and Sixty Five Cents (\$609,387.65), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

25
RESOLUTION NO. 26-67

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY COMPANY, FOR THE PROJECT KNOWN AS DEL-CR098-1.98 PEACHBLOW RD AND PIATT RD ROUNDABOUT:

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

DEL-CR098-1.98 Peachblow Rd. and Piatt Rd. Roundabout Project Contract
Bid Opening: January 22, 2026

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Shelly Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Shelly Company for the project; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Shelly Company for the project known as DEL-CR 098-1.98 Peachblow Road and Piatt Road Roundabout:

CONTRACT

THIS AGREEMENT is made this 2nd day of February, 2026, by and between Shelly Company, 80 Park Drive, PO Box 266, Thornville, Ohio 43076, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR098-1.98 Peachblow Rd and Piatt Rd Roundabout Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Two Million Sixty-Nine Thousand Nine Hundred Sixty Dollars and Fifty Seven Cents (\$2,069,960.57) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

Robert Riley, Chief Deputy Engineer Delaware County Engineer’s Office
A Thank-You Recognizing The Employees Who Worked Fighting The Snow Storm And Level Three Event Last Week
And
A Thank-You To The County For The Support Of The Supplies And Facilities That Make The Work Possible

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RESOLUTION NO. 26-68

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DLZ OHIO, INC. FOR ON-CALL SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with DLZ Ohio, Inc. for on-call services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with DLZ Ohio, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 2nd day of February, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide on-call construction inspection, construction administration, materials testing, surveying, and engineering support services in support of private development projects, sanitary sewer rehabilitation projects, and capital improvement projects for the Delaware County Regional Sewer District, as authorized by the County (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with the Consultant’s Proposal, dated January 9, 2026 (the “Proposal”), which is attached hereto and, by this reference, incorporated herein.
- 1.4 For purposes of this Agreement, engineering support services shall mean engineering assistance provided in support of construction, maintenance, rehabilitation, and administrative activities of the County. Engineering support services may include evaluation of existing field conditions; development of recommendations for sanitary sewer maintenance and rehabilitation projects; preparation of sketches, exhibits, redlines, record drawings, limited construction drawings, plans, specifications, and related deliverables; and computer-aided design and drafting (CADD) services in support of updates to the County’s Construction and Materials Specifications (CMS), standard drawings, record documentation, and rehabilitation design. When expressly authorized in writing by the Sanitary Engineer, the Consultant may perform engineering services requiring preparation and sealing of drawings by an Ohio-licensed Professional Engineer and may act as Engineer-of-Record solely for those specific tasks or projects for which such authorization is provided. Except as expressly authorized, the Consultant shall not be deemed the Engineer-of-Record for purposes of this Agreement.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or her designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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- 5.1 “Notices” issued under this Agreement shall be served in writing by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Nathan Givens
Address: 1610 State Route 521, Delaware, Ohio 43015
Telephone: (740) 833-2240
Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Nathan G. Niedermeier, P.E.
Address of Firm: 6121 Huntley Road
City, State, Zip: Columbus, Ohio 43229
Telephone: (614) 888-0040
Email: nneidermeier@dlz.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written order from the Sanitary Engineer and shall complete the Services no later than December 31, 2027.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written order from the Sanitary Engineer.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

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12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be

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- interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 14.12 For purposes of this Agreement, the term "Engineer" means the Delaware County Sanitary Engineer or duly authorized representative. Except where expressly authorized in writing by the County for specific engineering tasks, the Consultant shall not exercise independent authority to interpret contract documents, direct contractors, approve deviations from approved plans or specifications, or otherwise bind the County.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

27
RESOLUTION NO. 26-69

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$169,052.52 to the County Auditor for the 2027 real property tax list and duplicate.

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

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

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$56,388.98
66211900-4108-11904 – Alum Creek	\$94,544.22
66211900-4108-11905 – Lower Scioto	\$5,718.15
66211900-4108-11912 - Package Plants	\$12,401.17
Total Assessments	\$169,052.52

Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

28
MONTHLY SANITARY APPROVAL UPDATE

29
JANE HAWES, DIRECTOR OF COMMUNICATIONS
UPDATE ON WEBSITE/ADA COMPLIANCE PROJECT

30
ADMINISTRATOR REPORTS

Administrator Davies
A Thank-You Recognizing The Essential Employees Who Still Had To Report To Working During The Snow Storm And Level Three Event Last Week (such as EMS Crews, 911 dispatchers, Regional Sewer Crews, Sheriff, Jail, and Facilities staff)

31
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell
-A Thank-You Recognizing the snow clearing by the County and at the other levels, (cities, townships and ODOT)
-attended a CCAO board meeting
-had meeting with the Delaware Historical Society
-attended Regional Planning Commission meeting last Thursday
-Shared an email from a resident thanking the Commissioners for applying for a Fiber Internet Grant for the underserved areas in the County she is able to now purchase the service from Consolidated. (ARPA dollars project)

Commissioner Benton
-A Thank-You Recognizing the snow clearing by the County and at the other levels, (cities, townships and ODOT)
-also received the email from a resident thanking the Commissioners for applying for a Fiber Internet Grant for the underserved areas in the County. (ARPA dollars project)
-participated in a CCEBCO Board Meeting/Health Insurance
-Legislative update meeting /focus on property tax reform ideas
-upcoming Orange Township Business meeting

32
RESOLUTION NO. 26-70

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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

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

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of purchase of property for public purposes and to consider the sale of property at competitive bidding.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

RESOLUTION NO. 26-71
IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell