

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2026

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

Present:
Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner

1
RESOLUTION NO. 26-412

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 11, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on June 11, 2026; and

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

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

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

2
PUBLIC COMMENT – No Public Comment

3
RESOLUTION NO. 26-413

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0612, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0612:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0612, *memo transfers in batch numbers MTAPR0612*, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2600758 (PNC Bank)	P-Card 911 Department Supplies	10011303-5200	\$20,000.00
P2600758 (PNC Bank)	P-Card 911 Department Services	10011303-5300	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2602932	DELAWARE COUNTY TRANSIT	Transportation SFY27	22411601- 5355	\$150,000.00
R2603515	JONES TRUCK AND SPRING REPAIR INC	SEMI TRAILER REPAIR	66211900 - 5328	6533.64

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

4
RESOLUTION NO. 26-414

IN THE MATTER OF APPOINTING THE CLERK AND DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to appoint the Clerk and Deputy Clerks for the Board of Commissioners:

WHEREAS, pursuant to section 305.13 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may appoint a full time clerk, and such necessary assistants to the clerk as the Board deems necessary, to perform the duties required by sections 305.10 and 305.11 of the Revised Code;

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

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Section 1. The Board hereby appoints Jennifer Walraven as Clerk to the Board.

Section 2. The Board hereby appoints Alison Glusich, Karen First, Justin Nahvi, Jane Hawes, Dawn Huston, and Kathy Melvin, as Deputy Clerks to the Board.

Section 3. This Resolution supersedes Resolution No. 23-931 and shall be effective immediately upon adoption.

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

5
RESOLUTION NO. 26-415

IN THE MATTER OF APPROVING A LETTER AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Sanitary Engineer recommends approval of a letter agreement with The United States of America;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following letter agreement with The United States of America:

**LETTER AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
DELAWARE COUNTY BOARD OF COMMISSIONERS**

This Letter Agreement (LA) is made as of the 15th day of May 2026, by the United States of America, acting by and through the Department of the Army, U.S. Army Corps of Engineers, Huntington District hereinafter referred to as "USAED, Huntington District" and Delaware County Board of Commissioners referred to as the Requestor.

WHEREAS, the Requestor has applied for approval to use certain property under the jurisdiction of USAED, Huntington District; and

WHEREAS, 10 United States Code 2695 authorizes USAED, Huntington District to collect funds from private entities for certain real property transactions; and

WHEREAS, USAED, Huntington District is authorized to outgrant federal property under its control for use by non-government entities and is required to generally collect the fair market value of the outgrant; and

WHEREAS, the Requestor intends to fund USAED, Huntington District for the full cost of evaluating the proposal to Delaware County Board of Commissioners on Federal property at Alum Creek Lake as shown on Exhibit "A", attached hereto and made a part hereof. The Requestor understands that the administrative costs, which includes, but is not limited to, the following costs and expenses: labor (scoping, consulting, assessing, negotiating, executing, managing, etc.) materials, equipment, supplies, and any other resources which are deemed necessary, are due and payable to USAED, Huntington District, regardless of approval or denial of the proposal.

NOW THEREFORE, in consideration of the faithful performance by each part of the mutual covenants, and agreements hereinafter set forth, it is mutually agreed as follows:

1. OBLIGATIONS OF USAED, HUNTINGTON DISTRICT:

- a. USAED, Huntington District will provide a cost estimate for the technical reviews. The technical review fees represent the labor costs incurred by USAED, Huntington District to complete a review of the proposal and subsequent documentation, **including**, but not limited to, review of technical engineering documentation, environmental documentation, preparation of mapping, legal description, appraisal, and the final real estate document, if approved, or a notice of denial. *The actual final costs may be greater or lesser than the estimated costs.* USAED, Huntington District shall promptly notify the Requestor if the amount exceeds the initial estimate.
- b. Upon payment of the full estimated costs of Eighty-Nine Thousand Six Hundred Forty-Five dollars (\$89,645.00) of the engineering technical studies USAED, Huntington District, or its designees, will conduct/review the studies and USAED Huntington District will submit the findings to Delaware County Board of Commissioners and/or its consultants. The actual final

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costs for reviewing engineering technical studies may be greater or lesser than the estimated costs.

- c. The USAED, Huntington District, will account for and record how it uses and spends the Requestor’s funds throughout the process. These accounting records will be provided to the Requestor upon written request. The USAED, Huntington District, shall promptly notify the Requestor if additional funds are required. Funds not expended shall be returned to the Requestor.

2. **OBLIGATIONS OF THE REQUESTOR:**

- a. Upon notification by USAED, Huntington District of the estimated technical review costs, the Requestor will submit payment made payable to FAO, USAED, Huntington District.
- b. If during the process funds are determined to be insufficient to complete the work and that additional funds are needed, the Requestor shall either authorize, in writing, the additional costs, or it can direct termination of the work under this LA. The Requestor further understands that USAED, Huntington District, will not continue work on the proposal review until funds are received to cover the technical reviews.
- c. Requestor and/or its consultants will provide technical plans, specifications, and other relevant data regarding the proposed Wastewater Treatment Plant Outfall and Force Mains, so USAED, Huntington District, can reasonably assess the potential impacts to Alum Creek Lake. Requestor will cooperate with requests for information from USAED, Huntington District.
- d. If the proposal is approved by USAED, Huntington District, the Requestor must wait for an outgrant (easement and/or license) from the Real Estate Division before proceeding with their next steps.
- e. Requestor’s payment shall be made to “FAO USAED, Huntington District.” The signed documents and payment will be mailed to USAED, Huntington District, ATTN: CELRH-REO (Bradburn), 502 8th Street, Huntington, WV 25701.
- f. If the proposal is denied, the Requestor understands that no refund of administrative fees will be made, except for any excess funds received.
- g. The Requestor acknowledges the outgrant may impose additional terms and conditions in regard to payments, such as, but not limited to, penalties, late fees, sanctions, etc.

IN WITNESS WHEREOF, the parties have executed this LA as of the date and year first above written.

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

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RESOLUTION NO. 26-416

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE EAST ALUM CREEK PUMP STATION UPGRADES PROJECT:

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

WHEREAS, the Board of Commissioners previously entered into a contract on May 12, 2025, with Black & Veatch Corporation for the East Alum Creek Pump Station Upgrades project (the “Agreement”); and

WHEREAS, Amendment No. 1 amends the scope of services and authorizes an increase to the contract cost in the amount of \$252,317.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with Black & Veatch Corporation for the East Alum Creek Pump Station Upgrades project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following Amendment No. 1 to the Professional Services Contract with Black & Veatch Corporation:

AMENDMENT NO. 1
to

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**PROFESSIONAL SERVICES AGREEMENT
EAST ALUM CREEK PUMP STATION**

This AMENDMENT NO. 1 entered into this 15th day of June, 2026 by and between, the Delaware County Board of Commissioners (hereinafter “County”), whose mailing address is 91 North Sandusky Street, Delaware, Ohio 43015, and BLACK & VEATCH CORPORATION (hereinafter “Consultant”) whose mailing address is 4449 Easton Way Suite 150, Columbus, Ohio 43219, hereinafter collectively referred to as the “Parties”: WITNESSETH:

WHEREAS, on May 12, 2025, the Parties entered into a Professional Services Agreement for the furnishing of professional services by Consultant regarding the East Alum Creek Pump Station (EACPS) (the “Services”); and,

WHEREAS, it is necessary to amend the Agreement by providing for additional task items as described herein.

WITNESSETH: In consideration of the promises contained herein, the Consultant shall furnish all personnel, equipment and materials necessary to perform the engineering services as required for this Project and agrees to the following:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
ORIGINAL AGREEMENT	\$449,000
AMENDMENT NO. 1	\$222,317
 TOTAL AUTHORIZED CONTRACT AMOUNT INCLUDING THIS AMENDMENT	 \$671,317
 OWNER’S CONTINGENCY	 \$30,000
 TOTAL CONTRACT AMOUNT INCLUDING THIS AMENDMENT	 \$701,317

The Parties expressly acknowledge and agree that, except as specifically modified by this Amendment, all covenants, provisions, terms, and conditions of the original Agreement dated May 12, 2025 shall remain in full force and effect and shall continue to be binding upon the Parties. The sole purpose of this Amendment is to implement the changes set forth herein, and no other modifications to the original Agreement are intended or implied.

ATTACHED HERETO AND PART HEREOF:

Attachment A – Scope of Services

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement.

ATTACHMENT A
SCOPE OF SERVICES

Project Description

Refer to the original Scope of Services.

Scope of Services Description

The Engineering services as part of this Amendment 1 provides for the continuation of Professional Engineering Services through the completion of the construction phase. The Scope of Services as defined in the Agreement shall be revised to include the following additions, modifications, and clarifications. Services provided hereunder are divided into multiple Tasks as described in the Agreement. Tasks identified thereunder not modified by this Amendment shall remain in effect.

Task 100. Project Administration

Project administration shall be extended by a duration of ten months to support Construction Phase Services as described herein. This includes review of ongoing activities, and monitoring of Consultant’s schedule and budget. Review progress with County on a regular basis. Discuss issues with the County as they are noted.

Task 401. Detailed design – Retaining wall Design

Due to the small site size, topography, wetland location and bedrock depth that was discovered during site investigations, Engineer performed additional design for retaining wall.

Task 500. Construction phase services

General

Consultant will perform services during the construction phase of the project. By performing these services, Consultant shall not have authority or responsibility to supervise, direct, or control the CMAR’s work or their means, methods, techniques, sequences, or procedures of construction. Consultant shall not have authority or responsibility for safety precautions and programs incident to the CMAR’s work or for any failure of the CMAR to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the CMAR furnishing and performing the work.

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Construction Duration

Construction Phase Services will be provided for a duration of 10 months.

Should the CMAR schedule run long, amendments to this Scope of Services may be required to extend Consultant schedule and compensation accordingly.

Construction Administration Support Services

Construction administration is provided by the CMAR. Construction administration services are not provided in this Scope of Services.

Task 501 - Meetings

In-Person Progress Meetings: Attend four (4) in-person progress meetings. Preparation of all agendas, minutes, and leading each meeting is assumed to be done by others.

Virtual Progress Meetings: Attend twelve (12) virtual progress meetings using Microsoft Teams format (bi-weekly meetings from May – July and then monthly meetings through December). Preparation of all agendas, minutes, and leading each meeting is assumed to be done by others.

On-Site Coordination Meetings: Attend four (4) on-site coordination meetings. The purpose of these meetings will be to observe specific construction issues as needed and facilitate expeditious resolution of construction issues/RFIs. It is anticipated that each on-site coordination meeting will be of a duration of one (1) hour or less. Preparation of all agendas, minutes, and leading each meeting is assumed to be done by others.

Task 502 – Submittal / Shop Drawing Review

Review drawings and other data submitted by the CMAR as required by the construction contract documents. Consultant's review shall be for general conformity to the construction contract documents and shall not relieve the CMAR of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Complex reviews: These apply to equipment packages consisting of multiple pieces of equipment, complicated equipment systems, complex deferred design-submittals, or similar.

Consultant will complete review and furnish comments to CMAR within 3 weeks.

9 original and resubmittal reviews are assumed.

Normal reviews: These apply to typical equipment submittals, or similar.

Consultant will complete review and furnish comments to CMAR within 2 weeks.

105 original and resubmittal reviews are assumed.

Manufacturer's O&M: O&M manuals received in CMAR's submittals will be reviewed for compliance with the information required by the contract documents.

Consultant will complete review and furnish comments to CMAR within 2 weeks.

11 original and resubmittal reviews are assumed.

To accommodate the expedited schedule, review of Fifteen (15) manufacturer quotes/purchase orders have also been assumed.

Task 503 – Requests for Information

The Consultant will provide necessary clarifications and interpretations to questions from the Contractor related to the contract documents as appropriate for the orderly completion of the work. The County will receive RFIs from the Contractor, and if necessary based on the technical nature of the work, forward them to the Consultant for response.

Twenty-Five (25) Contractor RFIs have been assumed.

Task 504 – Field Orders (FOs)

When a change in contract price is not expected, the Consultant will provide necessary clarifications and drawing or specification revisions as appropriate for the orderly completion of the work. Field Orders will be developed in response to RFIs or as directed by the County. The County (or their representative) will be responsible for developing the formal paperwork and issuing the field orders.

Three (3) field orders requiring drawing or specification revisions have been assumed.

Task 505 – Request for Proposals (RFPs)

When a change in contract price is expected based on an RFI, differing site conditions, or at the request of the County, the Consultant will provide necessary responses and drawing revisions as appropriate for the orderly completion of the work. The County (or their representative) will be responsible for developing the necessary paperwork and issuing the RFP. The County will receive and review the cost proposal from the Contractor. If requested by the County, the Consultant will provide a written opinion of the appropriateness of the Contractor's cost proposal for the RFP. Three (3) RFPs have been assumed.

Task 506 – Start-up & Commissioning Support (Limited)

Consultant will provide limited on-site start-up and commissioning support during project start-up. Two (2) site visits for start-up and commissioning are assumed. Maximum duration for each site visit is assumed to be four (4) hours.

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Task 507 – Record Drawings

The Consultant shall complete record drawings of the finished project based on “as-built” measurements, changed construction details, and additions to the drawings furnished by the Contractor and County’s on-site representative. The record drawings will be submitted electronically.

Supplemental Services

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the County desires additional services (Supplemental Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the County and Consultant.

Supplemental services are not in the scope of services for this contract. These services will be performed at County’s request with compensation adjustments. Supplemental services that County might choose to add to the scope of services include, but are not limited to, the following items:

- Materials testing services
- On-site project representation, construction observation, and/or inspection
- Preparation of Standard Operating Procedures or other operational support documents
- Training and/or training support of County personnel and review of training materials or lesson plans
- Preparation of formal Change Orders and Contract Modifications
- Participation in claims resolution proceedings or court proceedings
- Review and processing of Contractor pay applications
- Determination of the quantity of the work completed by the Contractor
- Review of the Contractor’s project construction schedule
- Start-up and commissioning services beyond the limited support noted above.
- Assistance with operational demonstration
- Participation in obtaining required approvals/permits from Authorities Having Jurisdiction. (Exception: Consultant will assist with building permit coordination.)

Compensation

Payments

Refer to Paragraph 8.1 in the original Scope of Services.

Billing Limits

Refer to Paragraph 8.2 in the original Scope of Services.

Standard Billing Rates

For the services covered by this Amendment 1, County agrees to pay Consultant as follows:

The maximum amount billed for this service (Amendment 1) shall not exceed \$222,317 without further authorization. The Owner’s contingency will not be expended without written authorization from the Owner. Total compensation to the Consultant from the authorized services provided under the Agreement and this Amendment 1 shall not exceed a total of \$671,317 without prior written approval from the County. An estimate of the costs based on the tasks described herein is provided below.

Task	Amount
Task 100 – Project Administration	\$10,917
Task 401 – Detailed Design - Retaining Wall Design	\$32,000
Task 501 – Meetings	\$11,138
Task 502 – Submittal (Shop Drawing Review)	\$110,081
Task 503 – Requests for Information (RFIs)	\$26,451
Task 504 – Field Orders (FOs)	\$5,212
Task 505 – Request for Proposals (RFPs)	\$6,461
Task 506 – Start-up & Commissioning Report (Limited)	\$6,184
Task 507 – Record Drawings	\$13,873
Subtotal (Amendment 1)	\$222,317
Owner’s Contingency	\$30,000
Total	\$252,317

An amount for the actual time billed to the project at the hourly billing rates specified for personnel performing the Services plus reimbursable expenses. The hourly billing rates for the classifications of individuals performing services on the project are as follows:

2026 Hourly Billing Rates	
Job Classification	Rate
Client Director	\$306.00
Project Manager	\$272.00
Senior Technical Advisor	\$315.00
Technical Advisor	\$260.00
Senior Project Engineer	\$249.00
Project Engineer	\$195.00
Design Engineer	\$147.00
Project Controls	\$220.00

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CAD Technician	\$143.00
Clerical	\$150.00

Such billing rates shall be adjusted effective January 1 of each successive year during the term of this Agreement. Overtime applies to non-exempt personnel as defined by the U.S. Federal Wage and Hour Law. Overtime will be billed as actual hours charged to the project by non-exempt personnel in accordance with the rates indicated plus a 50 percent increase.

Litigation support services including but not limited to depositions, testimony, preparation for testimony or depositions, and/or administrative or regulatory proceedings are subject to a surcharge of fifty percent on the rates above.

Expenses

Refer to Paragraph 8.4 in the original Scope of Services.

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

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RESOLUTION NO. 26-417

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENTS FOR IRISH EYES, DEL WEBB NORTHSTAR SECTION 2, AND DEL WEBB NORTHSTAR SECTION 3:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Irish Eyes, Del Webb Northstar Section 2, and Del Webb Northstar Section 3;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Irish Eyes, Del Webb Northstar Section 2, and Del Webb Northstar Section 3:

Irish Eyes:

OWNER’S AGREEMENT
PROJECT NUMBER: 26033

THIS AGREEMENT, executed on this 15th day of June 2026, between The Romanelli Company, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Irish Eyes further identified as Project Number 26033 is governed by the following considerations to wit:

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

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

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It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty-One Thousand Dollars and No Cents (\$31,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$771,100.00
CONSTRUCTION BOND AMOUNT	\$771,100.00
MAINTENANCE BOND AMOUNT	\$77,200.00
INSPECTION FEE DEPOSIT	\$31,000.00

Del Webb Northstar Section 2:

**OWNER'S AGREEMENT
PROJECT NUMBER: 26036**

THIS AGREEMENT, executed on this 15th day of June 2026, between Pulte Homes of Ohio, LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Del Webb Northstar Sec 2 further identified as Project Number 26036 is governed by the following considerations to wit:

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

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Fifty Two Thousand Dollars and No Cents (\$52,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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use throughout the construction and testing phases until accepted for operation and maintenance by the County.

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,296,300.00
CONSTRUCTION BOND AMOUNT	\$1,296,300.00
MAINTENANCE BOND AMOUNT	\$129,600.00
INSPECTION FEE DEPOSIT	\$52,000.00

Del Webb Northstar Section 3:

**OWNER'S AGREEMENT
PROJECT NUMBER: 26037**

THIS AGREEMENT, executed on this 15th day of June 2026, between Pulte Homes of Ohio LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Del Webb Northstar Sec 3 further identified as Project Number 26037 is governed by the following considerations to wit:

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

OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Twenty Five Thousand Seven Hundred Dollars and No Cents (\$25,700.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County

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Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$321,400.00
CONSTRUCTION BOND AMOUNT	\$321,400.00
MAINTENANCE BOND AMOUNT	\$32,100.00
INSPECTION FEE DEPOSIT	\$25,700.00

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

**8
RESOLUTION NO. 26-418**

**IN THE MATTER OF ACCEPTING AN EASEMENT FOR DRAINAGE PURPOSES WITHIN
EVANS FARM ARROWHEAD SECTION 1, LOTS 3998-4002:**

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

WHEREAS, an Easement for Drainage Purposes is required across portions Evans Farm Arrowhead Section 1 to replace a drainage easement to be vacated per a separate resolution; and

WHEREAS, the Engineer has determined that this replacement drainage easement is of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities and approved modification made to the storm system during construction of the subdivision.

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NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners (“Board”):

Section 1. The Board accepts the Easement for Drainage Purposes for Evans Farm Arrowhead Section 1, Berlin Township, Delaware County, described as follows:

Situated in the State of Ohio, County of Delaware, Township of Berlin, Section 3, Township 4, Range 18, Farm Lot 15, United States Military Lands, and being out of Lots 3998-4002 of a Plat entitled “Evans Farm Arrowhead Section 1” of record in Instrument Number 2026-00000661, all document references are to the records of the Recorder’s Office of Delaware County, Ohio, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the northwesterly corner of said Lot 3998;

Thence South 3°44’26” West, with the westerly line of said Lot 3998, distance of 5.00 feet to the **POINT OF BEGINNING**;

Thence through said Lots 3998-4002 the following courses:

South 83°18’57" East, a distance of 178.29 feet to a point;

South 84°37’51" East, a distance of 197.88 feet to a point;

South 5°22’09" West, a distance of 30.00 feet to a point;

North 84°37’51" West, a distance of 198.23 feet to a point;

North 83°18’57" West, a distance of 177.09 feet to a point in the westerly line of said Lot 3998;

Thence North 3°44’26" East, with said westerly line, a distance of 30.04 feet to the **POINT OF BEGINNING**. Containing **0.259 acres**, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Bearings based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011).

All references are to the records of the Recorder’s Office, Delaware County, Ohio. This description has been prepared by: CESO, Inc.- Matthew J. Ackroyd, P.S. Professional Surveyor Number 8897

Section 2. The Engineer shall record the Easement for Drainage Purposes in the Delaware County Recorder’s Office.

Section 3. The Delaware County Recorder shall insert a marginal reference of the acceptance of this easement and to this Resolution on the plat for Evans Farm Arrowhead Section 1 as recorded in the Delaware County Recorder’s Office as Instrument Number 2026-00000661.

Section 4. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

Section 5. This Resolution shall be in full force and effect immediately upon adoption.

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

9
RESOLUTION NO. 26-419

IN THE MATTER OF APPROVING THE VACATION OF A DRAINAGE EASEMENT ON LOTS 3998-4002 AS SHOWN ON THE SUBDIVISION PLAT FOR EVANS FARM ARROWHEAD SECTION 1:

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

WHEREAS, as a part of the development of property currently owned by Pulte Homes of Ohio, LLC (“Developer”), a drainage easement was established across parts of Lots 3998-4002 of Evans Farm Arrowhead Section 1 (“Easement”); and,

WHEREAS, during construction of the subdivision, the Delaware County Engineer (“Engineer”) coordinated with the Developer to modify the location of the storm sewer system constructed within these lots to avoid existing trees; and,

WHEREAS, the Engineer has requested that the portion of the Easement where this modification was made be vacated as a new drainage easement is established which adequately covers the proposed surface and subsurface

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drainage infrastructure; and

WHEREAS, the replacement easement has already been adopted by this Board in Resolution 26-419; and,

WHEREAS, the Engineer recommends vacation of the portion of the drainage easement described below.

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners ("Board"):

Section 1. The Board approves the vacation of the drainage Easement for Evans Farm Arrowhead Section 1, Berlin Township, Delaware County, described as follows:

DESCRIPTION OF 0.259 ACRE DRAINAGE EASEMENT VACATION

Situated in the State of Ohio, County of Delaware, Township of Berlin, Section 3, Township 4, Range 18, Farm Lot 15, United States Military Lands, and being out of Lots 3998-4002 of a Plat entitled "Evans Farm Arrowhead Section 1" of record in Instrument Number 2026-00000661, all document references are to the records of the Recorder's Office of Delaware County, Ohio, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the northwesterly corner of said Lot 3998;

Thence South 3°44'26" West, with the westerly line of said Lot 3998, distance of 5.00 feet to the POINT OF BEGINNING;

Thence through said Lots 3998-4002 the following courses:

South 86°15'34" East, a distance of 0.96 feet to a point;

South 78°21'22" East, a distance of 181.81 feet to a point;

South 86°15'34" East, a distance of 193.97 feet to a point;

South 3°44'26" West, a distance of 30.00 feet to a point;

North 86°15'34" West, a distance of 196.04 feet to a point;

North 78°21'10" West, a distance of 180.68 feet to a point in the westerly line of said Lot 3998;

Thence North 3°44'26" East, with said westerly line, a distance of 30.14 feet to the POINT OF BEGINNING. Containing 0.259 acres, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Bearings based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011).

All references are to the records of the Recorder's Office, Delaware County, Ohio. This description has been prepared by: CESO, Inc.- Matthew J. Ackroyd, P.S. Professional Surveyor Number 8897.

Section 2. The Engineer shall record a copy of this Resolution in the Delaware County Recorder's Office.

Section 3. The Delaware County Recorder shall insert a marginal reference of the vacation of this easement and to this Resolution on the plat for Evans Farm Arrowhead Section 1 as recorded in the Delaware County Recorder's Office as Instrument Number 2026-00000661.

Section 4. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

Section 5. This Resolution shall be in full force and effect immediately upon adoption.

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

10

RESOLUTION NO. 26-420

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND R&I CONSTRUCTION, INC., FOR THE PROJECT KNOWN AS DEL-TR042-0.61 DENT ROAD BRIDGE REPLACEMENT PROJECT:

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

DEL-TR042-0.61 Dent Road Bridge Replacement Project- Bid Date: 6-2-26:

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CONTRACT

THIS AGREEMENT is made this 15th day of June by and between R&I Construction, Inc. 2931 S State Route 67, Tiffin, Ohio 44883-90000, 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-TR042-0.61 Dent Road Bridge Replacement 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 Seven Hundred Nineteen Thousand Fifty One Dollars and Five Cents (\$719,051.05) 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. Benton aye Mrs. Lewis aye Mr. Merrell aye

11

RESOLUTION NO. 26-421

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH DUNROBIN ASSOCIATES, LLC, FOR THE PROJECT KNOWN AS DEL-CR100-0.05 SHANAHAN ROAD:

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

WHEREAS, on November 13, 2023, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 23-968, which, in part, declared the necessity for and approved the project known as DEL-CR100-0.05, Shanahan Road (the “Improvement”); and

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

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

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

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into on June 15, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and

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Dunrobin Associates, LLC, P.O. Box 76218, Highland Heights, Kentucky 41076 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide right-of-way acquisition services, consisting of project management, negotiations, closings, and acquisition fees, for the projects known as DEL-CR100-0.05 Shanahan Road (the “Services”), in accordance with the Consultant’s Cost Proposals dated May 28, 2026, attached hereto and, by this reference, incorporated herein (the “Proposals”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposals.
- 4.2 Total compensation under this Agreement shall not exceed Three hundred and twenty-four thousand one hundred dollars and 00/100 (\$324,100.00) without subsequent modification in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES; PARTIES REPRESENTATIVES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. certified mail in writing to the addresses stated in the preamble of this Agreement. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.
- 5.2 The County shall provide all criteria and full information as to County’s requirements for Consultant’s provision of the Services. The Parties shall each designate a person to act with authority on their behalf in the performance of this Agreement.

6 PAYMENT

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written direction from the County Engineer and shall complete the Services in a timely manner in accordance with the County Engineer’s written direction, but not later than July 1, 2027.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and

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the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

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

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

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

12 INDEMNIFICATION

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

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

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

13 INSURANCE

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 13.4 Additional Insureds: Delaware County, its elected officials, and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established

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and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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RESOLUTION NO. 26-422

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

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

Supplemental Appropriations

44311437-5406 Slate Ridge Redev Tax Equiv FD/Utility Relocation 333,465.00

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

13

RESOLUTION NO. 26-423

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0151	SPD PERMITTING	FREEMAN RD	BURIED CABLE/CONDUIT
UT2026-0152	CONSOLIDATED COOP	S COUNTY LINE RD	RELOCATION OF POLES
UT2026-0153	SPD PERMITTING	MILLER PAUL RD	AERIAL POLE TRANSFER

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

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RESOLUTION NO. 26-424

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR BERLIN FARM WEST SECTION 8, BERLIN FARM WEST SECTION 9, AND CLARKSHAW CROSSING SECTION 4:

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

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the plats of subdivision for Berlin Farm West Section 8 and Section 9, and Clarkshaw Crossing Section 4, 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 following plats of subdivision:

Berlin Farm West Section 8

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lot 13, Quarter Township

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2, Township 4, Range 18, United States Military Lands, containing 14.240 acres of land, more or less, said 14.240 acres being comprised of a part of each of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1974, Page 2607, Official Record 2038, Page 2620, Official Record 2099, Page 546, Official Record 2143, Page 1641, and Instrument Number 2026-00011220, Recorder’s Office, Delaware County, Ohio.

Berlin Farm West Section 9

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lots 13 (5.386 Acres) and 15 (8.635 acres), Quarter Township 2, Township 4, Range 18, United States Military Lands, being 14.021, more or less, said 14.021 acres being comprised of a part of each of those tracts of land conveyed to M/I Homes of Central Ohio, LLC, by deed of record in Official Record 2169, Page 1690, and Instrument Number 2026-0001120, Recorder’s Office, Delaware County, Ohio.

Clarkshaw Crossing Section 4:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots 36 (2.586 Ac.) and 37 (5.971 Ac.), Quarter Township 3, Township 4, Range 19, United States Military Lands, containing 8.557 acres of land, more or less, said 8.557 acres being comprised of a part of each of those tracts of land conveyed to M/I Homes of Central Ohio, LLC, by deed of record in Official Record 2150, Page 1890 and Instrument Number 2026-00010110, recorder’s Office, Delaware county, Ohio.

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

RESOLUTION NO. 26-425

IN THE MATTER OF CANCELING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY JUNE 18, 2026:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to cancel the Delaware County Board of Commissioners’ session scheduled for Thursday June 18, 2026.

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

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ADMINISTRATOR REPORTS – No Reports

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COMMISSIONERS’ COMMITTEES REPORTS

Mr. Merrell

-CORSA board meeting went well

Mrs. Lewis

-Concerns with CSX Railroad and road closures

Lee Bodnar, Engineer’s Office, was able to help explain (Website Update: <https://engineer.co.delaware.oh.us/list-of-railroad-crossing-closure-begin-monday-june-8th/>)

-Farm Bureau hosted by Skinner family was well attended

Mr. Benton

-Township Association dinner was well attended

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RESOLUTION NO. 26-426

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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

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

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70,

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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 collective bargaining.

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

RESOLUTION NO. 26-427

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners