

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 13, 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. 26-573

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD AUGUST 10, 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 August 10, 2026; and

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

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

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

2
PUBLIC COMMENT

- Mr. Andrew Mitchell is inquiring about accountability.

3
RESOLUTION NO. 26-574

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0812:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0812, and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase				
Beems BP		P2600666	10011106-5228	\$200,000.00
Pizzuti Solutions LLC		P2601135	42411477-5410	\$340,000.00
PR Number	Vendor Name	Line Description	Account	Amount
R2604174	BUCKEYE STATE BANK	PURCHASE OF A DELINQUENT LOAN	10011102-5365	\$ 25,422.44
R2604007	US BANK (LINE 1)	SERIES 2014 REFUNDING	66311901-5720	\$ 8,055,000.00
R2604007	US BANK (LINE 2)	SERIES 2014 REFUNDING	66311901-5725	\$ 140,783.75
R2604011	US BANK	SERIES 2015 DEBT REFUNDING	58011181 - 5720	\$ 632,607.64
R2604011	US BANK	SERIES 2015 DEBT REFUNDING	58011181 - 5725	\$ 29,935,000.00
R2604012	US BANK	SERIES 2016 DEBT REFUNDING	50411121 - 5720	\$ 3,324.85
R2604012	US BANK	SERIES 2016 DEBT REFUNDING	50411121 - 5725	\$ 159,728.00
R2604012	US BANK	SERIES 2016 DEBT REFUNDING	44411439 - 5720	\$ 2,075.24
R2604012	US BANK	SERIES 2016 DEBT REFUNDING	44411439 - 5725	\$ 99,696.00
R2604012	US BANK	SERIES 2016 DEBT REFUNDING	50811125 - 5720	\$ 3,124.02
R2604012	US BANK	SERIES 2016 DEBT REFUNDING	50811125 - 5725	\$ 150,080.00
R2604012	US BANK	SERIES 2016 DEBT REFUNDING	50111117 - 5720	\$ 214,620.33

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R2604012	US BANK	SERIES 2016 DEBT REFUNDING	50111117 - 5725	\$ 10,310,496.00
R2604014	SQUIRE PATTON BOGGS (US) LLP	SERIES 2015 2016 BOND COUNSEL FEES	58011181 - 5301	\$ 100,103.50
R2604014	SQUIRE PATTON BOGGS (US) LLP	SERIES 2015 2016 BOND COUNSEL FEES	50411121 - 5301	\$ 519.96
R2604014	SQUIRE PATTON BOGGS (US) LLP	SERIES 2015 2016 BOND COUNSEL FEES	44411439 - 5301	\$ 324.54
R2604014	SQUIRE PATTON BOGGS (US) LLP	SERIES 2015 2016 BOND COUNSEL FEES	50811125 - 5301	\$ 488.55
R2604014	SQUIRE PATTON BOGGS (US) LLP	SERIES 2015 2016 BOND COUNSEL FEES	50111117 - 5301	\$ 33,563.45
R2604015	MOODYS INVESTORS SERVICES	SERIES 2015 2016 REFUNDING RATING FEE	58011181 - 5301	\$ 34,109.34
R2604015	MOODYS INVESTORS SERVICES	SERIES 2015 2016 REFUNDING RATING FEE	50411121 - 5301	\$ 177.17
R2604015	MOODYS INVESTORS SERVICES	SERIES 2015 2016 REFUNDING RATING FEE	44411439 - 5301	\$ 110.58
R2604015	MOODYS INVESTORS SERVICES	SERIES 2015 2016 REFUNDING RATING FEE	50811125 - 5301	\$ 166.47
R2604015	MOODYS INVESTORS SERVICES	SERIES 2015 2016 REFUNDING RATING FEE	50111117 - 5301	\$ 11,436.44
R2604017	US BANK	SERIES 2015 2016 BOND REGISTRAR FEE	58011181 - 5301	\$ 5,375.92
R2604017	US BANK	SERIES 2015 2016 BOND REGISTRAR FEE	50411121 - 5301	\$ 27.92
R2604017	US BANK	SERIES 2015 2016 BOND REGISTRAR FEE	44411439 - 5301	\$ 17.43
R2604017	US BANK	SERIES 2015 2016 BOND REGISTRAR FEE	50811125 - 5301	\$ 26.24
R2604017	US BANK	SERIES 2015 2016 BOND REGISTRAR FEE	50111117 - 5301	\$ 1,802.49
R2604019	BAKER TILLY MUNICIPAL ADVISORS LLC	SERVICES	58011181 - 5301	\$ 63,028.13
R2604019	BAKER TILLY MUNICIPAL ADVISORS LLC	SERVICES	50411121 - 5301	\$ 327.38
R2604019	BAKER TILLY MUNICIPAL ADVISORS LLC	SERVICES	44411439 - 5301	\$ 204.34
R2604019	BAKER TILLY MUNICIPAL ADVISORS LLC	SERVICES	50811125 - 5301	\$ 307.61
R2604019	BAKER TILLY MUNICIPAL ADVISORS LLC	SERVICES	50111117 - 5301	\$ 21,132.54
R2604110	OWENS ELECTRIC COMPANY	RENOVATIONS	42411480 - 5410	\$ 13,550.00
R2604125	BRAUN INDUSTRIES INC	Wind damage to EMS medic door repair 3-11-26	60111901 - 5370	\$ 16,787.66
R2604133	BUCKEYE PUMPS	DOSING PUMP	66211900 - 5450	\$ 8,112.31
R2604134	THOMAS SCIENTIFIC HOLDINGS LLC	ANALYTICAL BALANCE	66211900 - 5450	\$ 7,887.24
R2604158	HARRIS & HEAVENER EXCAVATING INC	HANDHOLW PLACEMENT FIBER RELOCATION	10011102 - 5301	\$ 5,381.00
R2604170	GENERATOR SYSTEMS LLC	OXYGEN SENSOR	10011105 - 5201	\$ 619.00

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R2604170	GENERATOR SYSTEMS LLC	GENERATOR TURBO	10011105 - 5228	\$	5,297.76	
R2604170	GENERATOR SYSTEMS LLC	REPLACE TURBO AND OXYGEN SENSOR ON GENERATOR	10011105 - 5328	\$	3,290.00	
Vote on Motion	Mr. Merrell	aye	Mrs. Lewis	aye	Mr. Benton	aye

4
RESOLUTION NO. 26-575

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PROPOSED DAVIS #240 WATERSHED DRAINAGE IMPROVEMENT:

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

WHEREAS, on September 3, 2020, the Board of Commissioners of Delaware County (the “Board”) held a public hearing and determined that the proposed Davis #240 Watershed Drainage Improvement is necessary and conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs; and

WHEREAS, the Board also ordered the Delaware County Engineer to prepare the reports, plans, and schedules for the proposed improvement; and

WHEREAS, the Delaware County Engineer has filed the reports, plans, and schedules for the proposed improvement with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware hereby fixes **Monday, October 5, 2026, at 10:30A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place of the final hearing on the report of the County Engineer.

Vote on Motion	Mrs. Lewis	aye	Mr. Merrell	aye	Mr. Benton	aye
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5
RESOLUTION NO. 26-576

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE OLIVE GREEN/CONDIT WATERSHED, FILED BY ISAAC & MARGARET MAURER, JOSEPH & KATHLEEN AUTERI, AND OTHERS:

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

WHEREAS, on July 7, 2026, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Isaac & Margaret Maurer, Joseph & Kathleen Auteri, and Others, to:

1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals, as requested, by this petition.
2. In Delaware County, Porter Township, within the Olive Green/Condit Watershed and generally following, but not limited to, the course and termini of existing improvements.

WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Monday, November 2, 2026, at 1:30P.M.**, with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Monday, January 11, 2027, at 10:30A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

Vote on Motion	Mr. Benton	aye	Mr. Merrell	aye	Mrs. Lewis	aye
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6
RESOLUTION NO. 26-577

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PROPOSED VIENOT #23 WATERSHED DRAINAGE IMPROVEMENT:

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

WHEREAS, on March 9, 2023, the Board of Commissioners of Delaware County (the “Board”) held a public hearing and determined that the proposed Vienot #23 Watershed Drainage Improvement is necessary and conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs; and

WHEREAS, the Board also ordered the Delaware County Engineer to prepare the reports, plans, and schedules for the proposed improvement; and

WHEREAS, the Delaware County Engineer has filed the reports, plans, and schedules for the proposed improvement with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware hereby fixes **Monday, October 12, 2026, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place of the final hearing on the report of the County Engineer.

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

7
RESOLUTION 26-578

IN THE MATTER OF APPROVING A QUOTE WITH TRIHEDRAL, INC. FOR SCADA SOFTWARE LICENSES AND SUPPORT SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of a quote with Trihedral, Inc. for SCADA software licenses and support services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves a quote with Trihedral, Inc. for SCADA software licenses and support services.

(Copy of quote available upon request until no longer of administrative value).

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

8
RESOLUTION NO. 26-579

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR SERVICES RELATED TO THE RETREAT SANITARY SEWER REHABILITATION PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Burns & McDonnell Engineering Company, Inc. for services related to The Retreat Sanitary Sewer Rehabilitation Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves the following agreement with Burns & McDonnell Engineering Company, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on August 13, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Burns & McDonnell Engineering Company, Inc., 9400 Ward Parkway, Kansas City, Missouri 64114 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known, along with its Attachments and incorporated documents, as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide professional services as agreed to between the Parties including without limitation survey, assessments, preliminary and final design, permitting support, bidding and

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construction administration services for The Retreat Sanitary Sewer Rehabilitation Project (the “Services”).

- 1.2 The Consultant will exercise reasonable skill, care, and diligence in its performance of the Services and will carry out its responsibilities in accordance with customarily accepted professional practices (“Standard of Care”). If Consultant fails to meet the Standard of Care, Consultant will perform at its own cost, the professional services necessary to correct errors and omissions reported to Consultant in writing within one year from the completion of Consultant’s Services. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the Consultant’s Scope of Services & Fee Proposal, dated August 4, 2026, attached hereto as *Attachment A* and, by this reference, incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and 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 *Attachment A*.
- 4.2 For all Services identified in the Scope of Services and Fee Schedule as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Schedule for said task. “If Authorized” tasks shall only be performed upon written Notice from the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed the amount set forth in *Attachment A* for such Services without prior approval from the County.
- 4.3 Total compensation under this Agreement shall not exceed Eighty-Three Thousand Two Hundred Fifty Dollars (\$83,250.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served in writing 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: Kellie Pike

Address: 1610 State Route 521, PO Box 8006, Delaware, Ohio 43015

Telephone: (740) 833-2243

Email: kpike@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Patrick Clifford

Address of Firm: 200 W. Adams St., Suite 2700

City, State, Zip: Chicago, IL 60606

Telephone: (312) 804 - 5611

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Email: peclifford@burnsmcd.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 Sanitary Engineer for Services performed to date in accordance with *Attachment A*.
- 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 requested 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 Notice to Proceed (“Authorization”) by the Sanitary Engineer and shall complete the Services in accordance with the schedule in *Attachment A*.
- 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 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.

For any additional services in addition to those included in Section 1 as authorized or “if authorized”, a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

- 9.2 Consultant shall be entitled to equitable adjustments in compensation and schedule resulting from scope changes, Additional Services requested by County, delays caused by County or others, changes in law, Force Majeure Events, inaccurate County-furnished information or causes beyond Consultant’s reasonable control. “Force Majeure Event” shall be defined as any cause beyond the reasonable control of the parties hereto which they could not reasonably have foreseen and guarded against. Force Majeure Events includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, civil commotion or civil unrest, incendiaries, interference by civil or military authorities, acts of any government agency or organization, compliance with regulations or orders of any governmental authorities, national or regional emergency, epidemics or pandemics, and acts of war (declared or undeclared).

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.

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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 and identified at the time of executing this Agreement.
- 11.2 Neither Party shall 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 other Party.

12 INDEMNIFICATION; LIMITATION OF LIABILITY

- 12.1 The Consultant shall indemnify and hold harmless County and its officials and employees from any and all damages, costs, expenses or liabilities that they incur as a result of bodily injury, or death or damage to or destruction of third-party property to the proportionate extent caused by the 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 To the fullest extent permissible by law, the total aggregate liability of Consultant, its Labor Sources and subcontractors for all damages connected with its Services or this Agreement, whether or not covered by Consultant's insurance, will not exceed Consultant compensation.
- 12.3 This limitation of liability and mutually negotiated obligations and remedies within this Agreement, represents the cumulative total liability and sole and exclusive obligations of Consultant and remedies of County with respect to any and all claims, costs, liabilities or damages, whether liability of Consultant is based in contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.
- 12.4 In no event will either of the Parties be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers or other third parties, and/or governmental fines or penalties.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with a general aggregate of \$2,000,000. Consultant shall use commercially reasonable efforts to require adequate coverage 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 Consultant's 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 use commercially reasonable efforts to require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for one (1) year following completion of the Preliminary Engineering services hereunder plus one (1) year 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 Consultant's 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 included as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall use commercially reasonable efforts to 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

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- 14.1 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.**
- 14.2 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.
- 14.3 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.
- 14.4 Conflicts. In case of any conflict between this Agreement and the incorporated Scope of Services & Fee Proposal (Attachment A), the text of the Agreement shall prevail.
- 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, its employees, agents, and representatives shall perform the Services in accordance with all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. 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 will provide notice of such change(s) to Consultant. Changes to Delaware County policies that affect the cost or schedule of Services will be at County's sole expense and will apply to Consultant upon mutual agreement of an associated Change Order.
- 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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

9
RESOLUTION NO. 26-580

IN THE MATTER OF APPROVING A MEMORANDUM OF AGREEMENT AND CONVEYANCE OF SANITARY SEWER WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION:

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

WHEREAS, the Sanitary Engineer recommends approval of a Memorandum of Agreement and Conveyance of Sanitary Sewer with the State of Ohio Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves the following agreement with the State of Ohio Department of Transportation:

AGREEMENT # 44572

**MEMORANDUM OF AGREEMENT AND CONVEYANCE OF SANITARY SEWER
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
AND**

**THE DELAWARE COUNTY BOARD OF COMMISSIONERS
FOR CONVEYANCE TO THE DELAWARE COUNTY BOARD OF COMMISSIONERS,
OWNERSHIP OF THE PROPOSED SANITARY SEWER LINE EXTENDING FROM THE
DELAWARE COUNTY BOARD OF COMMISSIONERS SANITARY SEWER TO THE STATE OF
OHIO, DEPARTMENT OF TRANSPORTATION RIGHT OF WAY**

This Memorandum of Agreement (the “MOA”) is made as of the date of the last signature of the parties between the State of Ohio, acting by and through the Director of Transportation, having an address at 1980 West Broad Street, Columbus, Ohio 43223 (“ODOT”) and The Delaware County Board of Commissioners, having an address at 91 N. Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as “County Commissioners” or “County”), hereinafter sometimes referred to singularly as a “Party” and collectively as the “Parties”.

ARTICLE 1. PURPOSE

1. Section 5501.03 of the Ohio Revised Code permits ODOT to work with other state and local governments to facilitate the obligations of ODOT. Section 5501.03 of the Ohio Revised Code further authorizes the various sub-divisions of the State of Ohio to enter into an intergovernmental agreement between or among one another. ODOT and the County do hereby enter into such an intergovernmental agreement.
2. The County owns and operates a sewer collection and treatment system whose intended connection point is located in a County easement north of the property at 6738 Streamside Drive, Galena, Ohio 43021 (“Utility”).
3. ODOT is currently reconstructing the Interstate 71 Northbound and Southbound Roadside Rest Areas, located at Northbound Mile Marker 127.55 and Southbound Mile Marker 129, Galena, OH 43021. Prior to construction, ODOT discharged sewage via an ODOT maintained force main sewer connected to the County Sewer. ODOT desires to update utilities as part of the reconstruction project and install new gravity sewage conveyance (“Sewer”) and abandon the existing force main line. Design documents have been completed, submitted, and approved by the County as of December 17, 2025.
4. ODOT and the County agree that, in exchange for ODOT’s construction of the Sewer within the existing County easement (Plat Cabinet 4, Slides 59-59C), from Manhole 10 to Manhole C of the approved plans, ODOT shall:
 - 4.1. Cooperate with the County during the design phase of the project to ensure the design and installation of the Sewer meets ODOT’s current needs and complies with all applicable County requirements, including, without limitation, the Delaware County Regional Sewer District Rules and Regulations, Construction and Materials Specifications, and Standard Notes and Drawings.
 - 4.2. Convey to the County the identified portion of the proposed Sewer, upon completion and acceptance by the County. The County shall be responsible for the governance, operation, general maintenance, repair and/or replacement of the Sewer from the initial connection point at Manhole 10, through the County easement, continuously through Manhole B to and including Manhole C, as further depicted in the approved plans attached hereto and incorporated by reference as if fully rewritten into this MOA as “*Exhibit A*”.
 - 4.3. Not be charged any tap or connection fees related to the connection of the proposed Sewer to the Utility.
 - 4.4. Under no circumstance, be responsible for any costs associated with expansions, and/or additions to the completed Sewer to accommodate future connections by any other parties.

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ARTICLE 2. LEGAL AUTHORITY

1. This MOA is established pursuant to Sections 5501.03 of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.
2. This MOA is not intended to create, nor shall it be construed as creating, a partnership, corporation, joint venture, or other business organization.

ARTICLE 3. CONVEYANCE OF SEWER

1. ODOT does presently convey, transfer, and assign all right, title, and interest in the identified portion of the proposed Sewer within the existing County easement (Plat Cabinet 4, Slides 59-59C), from Manhole 10 to Manhole C of the approved plans.
2. ODOT also agrees to execute a Director's Deed, which shall convey to the County a twenty foot (20') easement to enter upon the Facility for the purpose of performance of the governance, operation, maintenance, repair, and replacement responsibilities, duties, and obligations set forth under Article 4 of this MOA.

ARTICLE 4. RESPONSIBILITIES OF THE COUNTY

The County shall be obligated under this MOA:

1. Upon completion and acceptance of the Sewer, to be solely responsible for the governance, operation, maintenance, repair, and replacement (if necessary) of the proposed Sewer within the existing County easement (Plat Cabinet 4, Slides 59-59C), from Manhole 10 to Manhole C of the approved plans, as further identified in the attached "*Exhibit A*".
2. To submit any required application for right of way permits to the ODOT District 6 offices on appropriate forms, in accordance with Section 5515.01 of the Ohio Revised Code, if such permits become necessary to operate and maintain the Utility system.
3. To be solely responsible for payment to any contractor for other work performed to maintain or operate the proposed Sewer as identified in the attached "*Exhibit A*" if the County itself is unable to adequately perform such maintenance obligations. Whether the County has adequately performed such maintenance obligations shall be determined with reference to County Sewer Use Regulations.
4. Notwithstanding the foregoing, nothing in this MOA shall be construed to obligate the County to contribute any funding to ODOT.
5. In the event the County does not maintain the Sewer in a commercially reasonable manner, ODOT may take steps to ensure that it is repaired in a timely fashion.

ARTICLE 5. RESPONSIBILITIES OF ODOT

ODOT shall be obligated under this MOA:

1. To fund and execute the design, construction, system testing, and turnover of the proposed Sewer upon completion.
2. To coordinate with the County regarding any changes to the design or implementation of the Sewer, if such changes would impact the responsibilities, duties, and obligations set forth under this MOA. ODOT shall consult and coordinate with the County regarding the submission, timely review, and approval of any required application for right of way permits.
3. To comply with applicable County sewer rules and regulations.
4. If, due to unforeseen circumstances during construction activities, must install any of the Sewer to a different location than shown on the approved and signed construction plans, shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request.
5. Provide "As Built" drawings of the Sewer which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer. The drawings shall be on reproducible Mylar (full size) and a digital copy in .PDF format.
6. Provide an Excel spreadsheet, from a template provided by the Delaware County Sanitary Engineer, shall accompany the "As Built" drawings showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
7. ODOT shall be solely responsible for maintaining, repairing, and replacing the sanitary sewer branch piping and all connected appurtenances terminating at Manhole C and extending to each rest area facility.
8. Pay the Delaware County Sanitary Engineer Five Thousand Dollars (\$5,000.00) for plan review, inspection during construction, and cleaning and televising of the Sewer.

ARTICLE 6. REMEDIES UPON BREACH

1. Subject to the limitations set forth under the Ohio Revised Code and Ohio common law, if either Party breaches this MOA, the other Party may enforce the terms of this MOA in a court of competent jurisdiction, as provided in Article 8 below.

ARTICLE 7. NOTICES

Notices under this MOA should be directed as follows:

1. To the County:

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Title	Name	Email Address	Telephone
Sanitary Engineer	Tiffany Maag	tmaag@co.delaware.oh.us	740-833-2240
General Counsel	Aric Hochstettler	ahochstettler@co.delaware.oh.us	740-833-2100

2. To ODOT:

Title	Name	Address	Email Address	Telephone
Ohio Department of Transportation District 6				
District Deputy Director	Anthony Turowski	400 E. William St Delaware, OH 43015	Anthony.Turowski@dot.ohio.gov	740-833-8186
Deputy Director, Facilities and Equipment Management	Doug Burke	1980 W. Broad St. Columbus, OH 43223	Doug.burke@dot.ohio.gov	614-351-2836

ARTICLE 8. GENERAL PROVISIONS

1. This MOA constitutes the entire contract between the Parties. All prior or current discussions and understandings between the Parties, whether verbal or written, are superseded by this MOA.
2. Neither this MOA nor any rights, duties or obligations described herein shall be assigned by either Party hereto without the prior express written consent of the other Party.
3. No change or alteration to any provision of this MOA shall be effective, unless it is made in a subsequent written amendment executed by the Parties.
4. Nothing contained in this MOA shall be deemed or construed by the Parties or by any third person to create the relationship of master and servant, employer and employee, principal, and agent, or of partnership or joint venture.
5. This MOA, and any rights, duties, obligations, or claims arising out of this MOA, shall be governed by the laws of the State of Ohio. Any provision of this MOA prohibited by the laws of Ohio shall be deemed void *ab initio* and of no effect. Any litigation arising out of or relating in any way to this MOA, or the performance thereunder shall be brought only in the courts of Ohio. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this MOA or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio under Section 5501.22 of the Ohio Revised Code.
6. All financial obligations of the State of Ohio, as provided in this MOA, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by ODOT. Additionally, it is understood that this financial obligation of the County shall not be valid and enforceable unless funds are appropriated and certified pursuant to Section 5705.41 of the Ohio Revised Code.
7. This MOA shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
8. Each of the Parties agrees that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio Ethics law as set forth in Sections 102.03 and 102.04 of the Ohio Revised Code.
9. This MOA may be executed in any number of counterparts and by different parties on separate counterparts, each complete which, when so executed and delivered by the Parties, shall be an original, but all such counterparts shall together constitute but one and the same instrument of MOA.
10. Either Party under this MOA may rely upon the facsimile or electronic signature of any person signing on behalf of the other Party. Any person executing this MOA on behalf of either ODOT or the County certifies that he or she has the appropriate signatory authority to do so.

ARTICLE 9. SIGNATURES

Any person executing this MOA in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this MOA on such principal behalf. The Parties agree that this MOA shall be effective as of the latest date of the signatories to this MOA. The Parties have caused this MOA to be duly executed as of the dates of signature below.

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

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RESOLUTION NO. 26-581

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH PIZZUTI SOLUTIONS, LLC, FOR THE SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following Amendment No. 1 to the Professional Consulting Services Agreement with Pizzuti Solutions, LLC:

AMENDMENT NO. 1 TO
PROFESSIONAL CONSULTING SERVICES AGREEMENT
(Delaware County Commissioners)

This AMENDMENT NO. 1 TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT dated April 11, 2024 ("Agreement") is entered into 13th day of August 2026 by and between Pizzuti Solutions LLC, an Ohio limited liability company ("Pizzuti"), and the Delaware County Board of Commissioners (the "Owner"). In consideration of the mutual agreements hereinafter set forth, and for other valuable consideration, it is agreed to by and between the parties, pursuant to Section 8.e.of the Agreement, to amend the Agreement as follows:

- A. Exhibit B, the Schedule of the Work, is hereby replaced with the Exhibit B attached hereto and, by this reference, incorporated herein.
- B. Exhibit C, stating the Fee for Services, is hereby replaced with the Exhibit C attached hereto and, by this reference, incorporated herein.
- C. All other terms and conditions of the Agreement not amended herein shall remain in full force and effect.

Exhibit B
SCHEDULE

- Commencement Date: The Effective Date, as provided above.
- Term of Engagement: The term of Pizzuti's engagement shall continue through December 31, 2027, or until completion of the Scope of Services described in Exhibit A, whichever occurs later.
- The Schedule of the Work is based on the Project schedule as currently anticipated by the Owner. The Project Tenn may be reasonably extended as necessary to complete the Scope of Services in accordance with the Agreement.

Exhibit C
FEE FOR SERVICES

Project Fee: [New Total Fee] \$1,376,800.00 ((\$1,036,800 original fee + \$340,000 contract extension fee)

- The total Project Fee is adjusted to reflect the Owner's approved Project budget of \$36,000,000, in accordance with the terms of the Agreement, including the provision for a fee increase equal to four percent (4%) of the increase in Project budget exceeding ten percent (10%).
- For the original Project Term, the Project Fee shall continue to be paid in equal monthly installments consistent with the Agreement.
- Due to the extension of the Project schedule beyond the original anticipated term: The Owner agrees to pay Pizzuti an additional Three Hundred Forty Thousand Dollars (\$340,000), which is included in the total Project Fee above.
This amount shall be billed in eight (8) monthly installments of Forty-Two Thousand Five Hundred Dollars (\$42,500) per month.
These payments shall cover the extended service period through December 31, 2027.
- The Project Fee demonstrates a blended per-hour rate of assigned Pizzuti Associates of approximately \$153.00 per hour.
- If the Services are completed prior to the end of the anticipated Project Term, the remaining balance of the Project Fee will be paid by the Owner upon receipt of a final invoice.
- The Project Fee is inclusive of all work required to meet the desired Scope of Services and as such any additional staff and/or required hours necessary to complete the proposed project are INCLUDED. There will be no additional charges levied to the Owner for items such as project change orders, etc. unless there is a material change in the project program or Owner-approved scope change after a final budget has been established.

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- If the Owner desires to include additional services for the Project above the Scope of Services provided in Exhibit A, and such additional services result in a greater than 10% increase in the Project's budget, the Owner agrees to increase the Project Fee by an amount equal to 4% of the increased budget amount. Both parties acknowledge that increased project costs due to construction escalation related to materials cost, etc. do not constitute a change in scope.
- The Scope of Services and resulting Project Fee were prepared based on the services that Pizzuti believes are required to successfully deliver the Project. In order to minimize the costs of such services, Pizzuti has prepared a general staffing plan based upon the anticipated Project Schedule, as provided in Exhibit B. Pizzuti anticipates commencing work on the Project within the first quarter of 2024.
- The above-stated Project Fee was generated based on the following assumptions:
 - Pizzuti's total assigned project hours for completion of the Scope of Services are approximately 6,780 work hours, or an average of approximately 188 hours assigned per month. The assigned hours should be considered only for establishment of the Project Fee. Work hours will be provided as necessary to ensure the completion of all services outlined in Exhibit A at NO ADDITIONAL COST to the Owner. This includes any shifting of time needed to implement the project as desired and agreed to by the Owner.
 - Reimbursements for direct expense of Pizzuti will be capped at \$10,000. Other reimbursements related to specific requests by the Owner such as: site tours or visits desired by the Owner, reproduction costs associated with construction plans, reports, etc., will be reimbursed in accordance with provisions in the Agreement.

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

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ADMINISTRATOR REPORTS

- CA Davies – Nothing to Report
- DCA Huston – Nothing to Report
- DCA/Counsel Attorney Hochstettler – Nothing to Report

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COMMISSIONERS' COMMITTEES REPORTS

- Commissioner Lewis
 - Nothing to report
- Commissioner Merrell
 - 911 Board Meeting this week
 - MORPC meeting today at noon
- Commissioner Benton
 - MORPC meeting today at noon

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners