COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2026

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

Present:
Jeff Benton, President
Barb Lewis, Commissioner

Absent:
Gary Merrell, Vice President

1
RESOLUTION NO. 26-851

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 5, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 5, 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 absent

2
PUBLIC COMMENT
Mr. Andrew Mitchell inquiring about offer to discuss commissioners from lawsuit for zero dollars.

3
RESOLUTION NO. 26-852

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1106, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1106:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1106, memo transfers in batch numbers MTAPR1106 and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
P2601215 (PHOENIX)	EMS DEPT. SUPPLIES	10011303-5225	$20,000.00
P2600747 (CompManagement)	Worker Comp HR	61311923-5370	$80,000.00
P2601586 (Prime Construction)	Regional Sewer	66211900-5301	$25,000.00

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
R2604981	Friends Service Co Inc	Replacement Furniture Clerk's Office	10011101-5260	$30,349.56
R2605025	SJS Olson Group LLC,The	Executive Coaching Matt Brown	10011108-5301	$10,700
R2605025	SJS Olson Group LLC,The	Executive Coaching Chad Smith	21011113-5301	$10,700

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

4
RESOLUTION NO. 26-853

IN THE MATTER OF GRANTING A RIGHT OF WAY EASEMENT TO CONSOLIDATED COOPERATIVE FOR ELECTRIC/COMMUNICATION SERVICES:

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

WHEREAS, pursuant to sections 307.09(B) and 307.10(C) of the Revised Code, the Delaware County

Board of Commissioners (the "Board") may grant easements to privately owned electric light and power companies, natural gas companies, or telephone or telegraph companies for purposes of rendering their several public utilities services; and

WHEREAS, the Director of Facilities recommends granting a right of way easement to Consolidated Cooperative for electric and communication services in support of the Board's social services administration facility project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DELAWARE, STATE OF OHIO, THAT:

Section 1. The Board hereby grants a right of way easement for electric/communication to Consolidated Cooperative.

Section 2. The Board hereby authorizes the County Administrator to execute the right of way easement for electric/communication on behalf of the Board.

RIGHT OF WAY EASEMENT- ELECTRIC/COMMUNICATION FACILITIES

KNOW ALL MEN BY THESE PRESENTS, that Board of Commissioners of Delaware County, Ohio (hereinafter known as the "Grantor") (whether one person or more) for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto CONSOLIDATED COOPERATIVE, an Ohio corporation, whose post office address is 5255 State Route 95, Mt. Gilead, Ohio 43338 (hereinafter called "Grantee"), and its successors, subsidiaries, affiliates, and assigns, a perpetual right of way easement ("Easement") twenty (20) feet wide as is depicted on EXHIBIT A hereto, ten (10) feet on either side of the centerline of the electric, fiber optic and other forms of communication, natural gas and propane purposes with the right to enter upon the lands and property of the Grantor situated in the Township of Brown, County of Delaware, State of Ohio, and more particularly described as follows:

A tract of land containing 63.11 acres, more or less, known as the Board of Commissioners of Delaware County, Ohio property as being situated in the Township of Brown, County of Delaware, State of Ohio: Being part of Lots 19, 25 and 26, Section 3, Township 5 and Range 18 U.S.M. Lands as being recorded in the records of Delaware County, Ohio, in Official Record Book 1660, Pages 319-321. Parcel Number: 518-300-01-059-000, 518-300-01-063-000 and 518-300-01-064-000

And to lay, construct, reconstruct, re-phase, relocate within the Easement, extend, operate, repair, maintain, inspect, test, protect, replace, enlarge, remove or abandon in place, and upgrade all distribution lines, pipelines, systems, fixtures and appurtenances, as are necessary or convenient, in the sole judgment of Grantee, for the operation and maintenance of the Grantee's facilities under, upon, over, through and across the Easement on the above described lands and property and/or streets roads or highways abutting said lands and property, as may by Grantee from time to time be deemed necessary for or in connection with the distribution of the herein mentioned general utilities, together with connecting distribution lines and facilities to any structures and improvements that presently exist or hereinafter may be built on or added to said lands and property; to make such excavations as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems, including the right to perform grading or filling of such facilities; to cut, trim, remove, and control the growth of by chemical means, machinery or otherwise, vegetation that may interfere with or threaten to endanger the operation and maintenance or would interfere with or encroach upon the use of its lines, systems or facilities both within and adjoining the easement; and to license, permit, or otherwise agree to the joint use of occupancy of the lines or systems by another person, association or corporation, for electrification, telephone, natural gas/propane, computer and/or data transmission or other utility purposes, as long as said facilities do not interfere with herein granted rights of the Grantee. This easement conveys the right of ingress and egress for persons, vehicles, machinery, and equipment in and over any reasonable route at all times for the purposes described above

The Grantor reserves the right to cultivate or otherwise use said lands and property in any way that is not inconsistent with the full use of the rights granted herein. However, no building, tree, structure, pile of debris or material storage, except fences, driveways, and sidewalks, may be placed, and no excavations deeper than eighteen (18.0) inches shall be made, nor shall any changes in the level of the ground by excavation or mounding or any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards be made within the Easement without Grantee's prior written consent.

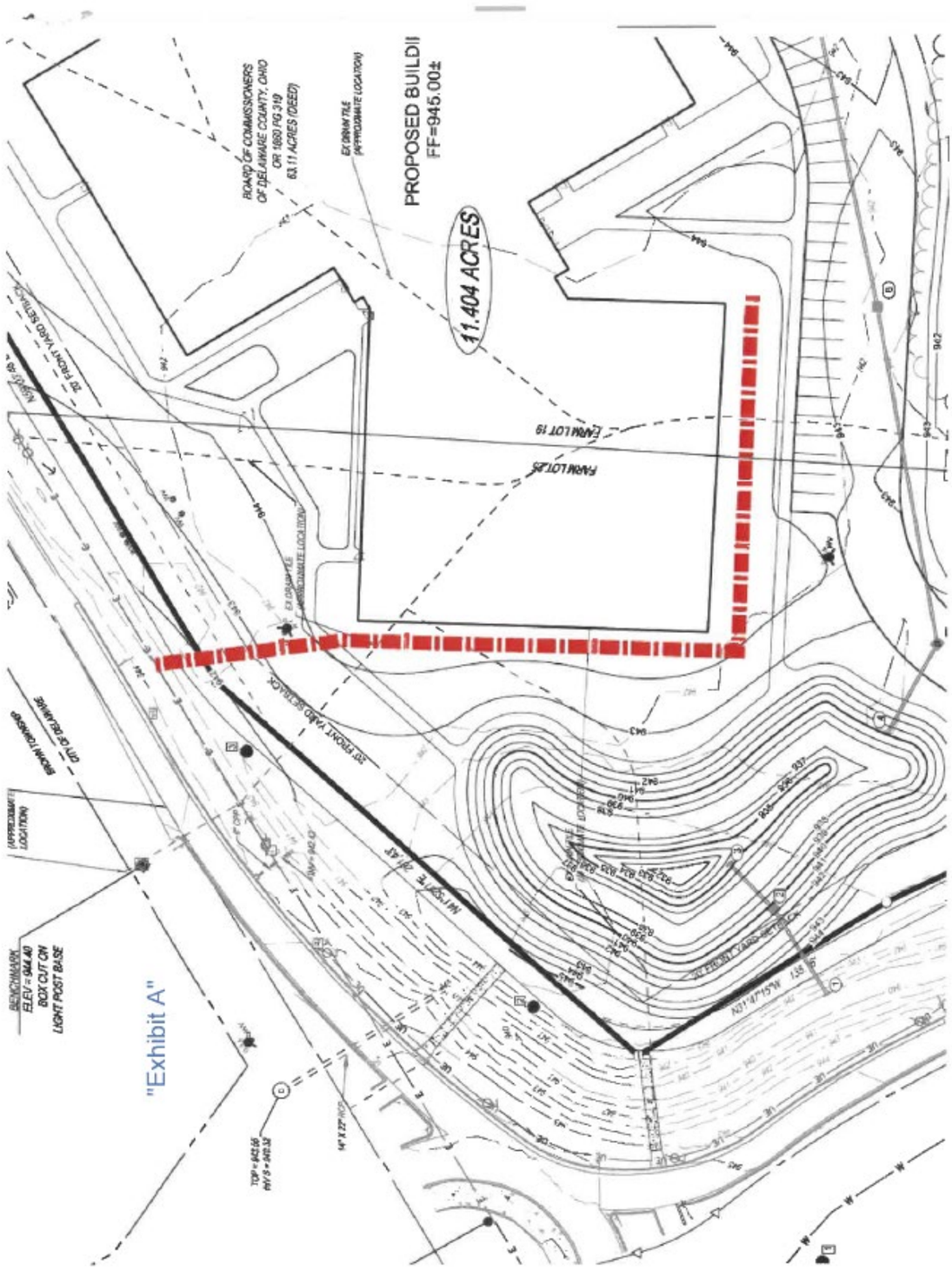
The Grantor agrees that all poles, wires, and other facilities including any main service entrance equipment, pipelines and pipeline appurtenances installed on, over, across, under, or through the above described lands and property at Grantee's expense, shall at all times remain the property of Grantee.

The Grantor covenants to be the true and lawful owner(s) of the above described lands and property and the Grantor include all parties known to be seized of the same in fee simple, or any other estate therein, and that the Grantor has the right and full power to bargain, sell and convey this easement in the manner aforesaid, and that Grantee shall have quiet and peaceful possession of the same, and the Grantor will warrant and defend the same against the claims of all persons whomsoever.

All provisions hereof shall extend to and apply to the respective heirs, administrators, successors and assigns of the parties hereto.

It is covenanted by the undersigned, Tracie Davies, County Administrator, that as County Administrator she has been authorized by Grantor to execute this Easement and to bind Grantor to the terms and conditions set forth in this Easement.

EXHIBIT A



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

5

RESOLUTION NO. 26-854

IN THE MATTER OF AWARDING THE BID TO AND APPROVING THE CONTRACT WITH EXSCAPE GROUP OF COLUMBUS FOR ITB #26-04 – SNOW REMOVAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") received bids for ITB #26-04 Snow Removal Services for the Delaware County on October 29, 2026; and

WHEREAS, after reviewing the bids received, the Director of Facilities has determined that the bid submitted by Exscape Group of Columbus is the lowest and best bid for ITB #26-04 Snow Removal Services and recommends awarding the bid to and approving the contract with Exscape Group of Columbus;

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

Section 1. The Board hereby accepts the determination and recommendation of the Director of Facilities, hereby determines that the bid submitted by Exscape Group of Columbus, for ITB #26-04 Snow Removal Services for Delaware County is the lowest and best bid, and awards the bid to Exscape Group of Columbus.

Section 2. The Board hereby approves the following contract with Exscape Group of Columbus:

SERVICES AGREEMENT

This Agreement is made and entered into on November 9, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Exscape Group of Columbus, LLC, 3527 State Route 37 West, Delaware, OH 43015 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide snow removal services for the County (the "Services").

1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

ITB #26-04 Snow Removal Services bid documents and electronic bid forms.

1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.

2.2 The Director shall supervise, and have authority to order commencement and suspension 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 Contractor, 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 Bid Documents and Contractor's Bid noted in Section 1.2.

4.2 For all Services, the estimated per "snow event" fee based on the unit pricing in the bid documents shall be $4,015.00.

4.3 Total compensation under this Agreement shall not exceed $250,000.00 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 tasks as set forth in the scope of Services.

5 PAYMENT

5.1 Compensation shall be paid periodically, as set forth in the Proposal, based on invoices submitted by the Contractor and approved by the Director.

5.2 Invoices shall be submitted to the Director by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.

5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

6.1 The Contractor shall commence Services upon written orders to proceed from the Director and shall complete the Services promptly in accordance with the Proposal.

6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 INDEMNIFICATION

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

8 INSURANCE

8.1 General Liability Coverage: Contractor 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.

8.2 Automobile Liability Coverage: Contractor 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.

8.3 Workers' Compensation Coverage: Contractor 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.

8.4 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 8.1 and 8.2. Contractor shall require all of its subcontractors to provide like endorsements.

8.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

9 MISCELLANEOUS TERMS AND CONDITIONS

9.1 Prohibited Interests: Contractor 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. Contractor 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.

9.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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.**

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

9.8 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.

9.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor 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 Contractor 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.

9.10 Drug-Free Workplace: The Contractor 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 Contractor 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.

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

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

8

RESOLUTION NO. 26-855

IN THE MATTER OF AUTHORIZING THE USE OF THE OWNER CONTINGENCY IN THE SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT FOR STEEL CASING (CR #6 – BULLETIN #3):

It was moved by Mrs. Lewis, and seconded by Mr. Benton, to approve the following

WHEREAS, the Delaware County Board of Commissioners (the "Board") has entered into an agreement with Gilbane Building Company ("Gilbane") as construction manager at risk for the social services administration facility project; and

WHEREAS, Gilbane has submitted an Owner Contingency request for the cost of steel casing boring in the amount of $223,517;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the use of the Owner's Contingency for the cost of steel casing boring in the amount of $223,517, and authorizes the County Administrator to execute any necessary documentation in furtherance thereof.

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

9
RESOLUTION NO. 26-856

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR ESTATES AT BERLIN SECTION 1; ESTATES AT BERLIN SECTION 2; AND COURTYARDS AT EVANS FARM SECTION 2:

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

WHEREAS, Addison Berlin, LLC has submitted the plats of subdivision for Estates at Berlin, Section 1 and Estates at Berlin Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Arroyo CAP V-2, LLC has submitted the plat of subdivision for Courtyards at Evans Farm Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Estates at Berlin Section 1, Estates at Berlin Section 2, and Courtyards at Evans Farm Section 2:

Estates at Berlin Section 1:
Situated in the State of Ohio, County of Delaware, Township of Berlin, lying in Farm Lot 14, Section 2, Township 4, Range 18, United States Military District, containing 19.956 acres, said 19.956 acres being part of a 29.275 acre tract as conveyed to Addison Berlin, LLC in Official Record 2149, Page 777, Delaware County Recorder's Office.

Estates at Berlin Section 2:
Situated in the State of Ohio, County of Delaware, Township of Berlin, lying in Farm Lot 14, Section 2, Township 4, Range 18, United States Military District, containing 9.324 acres, said 9.324 acres being part of a 29.275 acre tract as conveyed to Addison Berlin, LLC in Official Record 2149, Page 777, Delaware County Recorder's Office.

Courtyards at Evans Farm Section 2:
Situated in the State of Ohio, County of Delaware, Township of Orange, being in Farm Lot 2 of Section 1 and Farm Lot 14 of Section 2 in Township 3, Range 18 in the United States Military District and being all of that 9.209-acre tract as conveyed to Arroyo Cap V-2, LLC in Instrument Number 2026-00022957 Delaware County Recorder's Office.

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

10
RESOLUTION NO. 26-857

IN THE MATTER OF APPROVING THE OWNER'S AGREEMENT FOR SOUTH OLD STATE ROAD (CR10) IMPROVEMENTS:

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for South Old State Road (CR10) Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for South Old State Road (CR10) Improvements:

OWNER'S AGREEMENT
PROJECT NUMBER: 26044

THIS AGREEMENT made and entered into this 9th day November 2026 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS),** hereinafter called the **COUNTY,** and EPCON Evans Farm LLC hereinafter called the **OWNER,** as evidenced by the Engineering and Construction Plan entitled South Old State Road (C.R. 10) Improvements which was approved by the **County Engineer,** hereinafter called the **Plan**, is governed by the following considerations to wit:

1) The OWNER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is part of this AGREEMENT.

2) The OWNER shall pay the entire cost and expense of said improvements.

3) The OWNER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of $230,500.00 payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current "Delaware County Engineering and Surveying Standards for Subdivision Development" and current "Subdivision Regulations of Delaware County, Ohio". Said financial warranty will be released and returned to the OWNER within thirty (30) days of the acceptance of the improvements by the COUNTY.

4) It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit inspection fees in the amount of $18,440.00 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 project and acceptance of the improvements by DELAWARE COUNTY COMMISSIONERS, the remaining amount in the fund shall be returned to the OWNER.

5) The OWNER is to complete all construction to the satisfaction of the COUNTY no later than April 30, 2028, and will receive an approval letter from the Delaware County Engineer as evidence of the OWNER'S release from responsibility to said project.

6) The OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.

7) The OWNER will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance".

8) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.

9) If the OWNER should 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.

10) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Engineer.

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

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

11
RESOLUTION NO. 26-858

IN THE MATTER OF ACCEPTING A ROAD, APPROVING RECOMMENDED SPEED LIMIT, AND RELEASING THE CONSTRUCTION BOND FOR SUMMER CREST DRIVE SUBDIVISION:

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

WHEREAS, the Engineer has reviewed the roadway construction of the road in Summer Crest Drive Subdivision (the "Subdivision"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.149 miles to Township Road Number 1511, Summer Crest Drive; and

WHEREAS, the Engineer recommends that a 25-mile-per-hour speed limit be established throughout the Subdivision; and

WHEREAS, the Engineer also requests approval to return the construction bond to N & M, LLC;

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

limit, and releases the construction bond in accordance with the Engineer's recommendations stated herein.

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

12
RESOLUTION NO. 26-859

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR WHISPER TRACE SECTION 2:

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

WHEREAS, the roadway construction has been completed for the project known as Whisper Trace Section 2 (the "Project"); and

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

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at ten percent (10%) of the original construction estimate for the Project and that the Project be placed on the required one-year maintenance period; and

WHEREAS, Robert Siekmann (the "Owner") has provided a bond in the amount of $16,000.00 for Whisper Trace Section 2 to secure the Owner's obligations during the one-year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner's Agreement, the construction bond being held for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of $16,000.00 for Whisper Trace Section 2, places the project on the required one-year maintenance period, and approves returning the construction bond being held for the Project to the Owner.

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

13
RESOLUTION NO. 26-860

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

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

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

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

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0294	PEARCE SERVICES	GREEN MEADOWS DR	FIBER OPTIC CABLE
UT2026-0295	PEARCE SERVICES	S THREE B'S AND K RD	FIBER OPTIC CABLE
UT2026-0296	SIGMA TECHNOLOGIES	MULTIPLE ROADS	BORE
UT2026-0297	SIGMA TECHNOLOGIES	MULTIPLE ROADS	BORE
UT2026-0298	SPD PERMITTING	CHATEAU LN S	BURIED CABLE
UT2026-0299	FRONTIER	WORTHINGTON RD	BORE

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

14
ADMINISTRATOR REPORTS

- Deputy Administrator and Counsel Hochstettler – No reports
    - Would like to address Mr. Mitchell regarding what I believe is the Child Support and Civil Suit. Counsel Hochstettler stated the answers would have been given in the case files, he wouldn't have those reports.

- CA Davies – No reports
- Deputy Administrator Huston – No reports

15
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Reminder of the Veterans breakfast Wednesday morning at Fairgrounds

Commissioner Benton

- Wednesday is Veterans Day
    - Participating in Oakgrove Cemetery Celebration “Unmarked by Not Forgotten”
- Attended the Mercedes Benz Grand Opening Friday evening
- CCAO Meeting Tuesday
- Fairboard Elections are being held tomorrow
- Supercharged is a new indoor go-cart and gaming location located near Lyra Drive

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners