

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2025

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

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

1  
RESOLUTION NO. 25-461

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS  
FROM REGULAR MEETING HELD JUNE 16, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on June 16, 2025; 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

3  
RESOLUTION NO. 25-462

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,  
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0620, MEMO TRANSFERS IN  
BATCH NUMBERS MTAPR 0620, AND PROCUREMENT CARD PAYMENTS IN BATCH  
NUMBER PCAPR 0620:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0620, memo transfers in batch numbers MTAPR 0620, Procurement Card Payments in batch number PCAPR 0620, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
(P2500051) PNC	Land & Buildings	10011105-5300	\$2,500.00
(P2500051) PNC	Land & Buildings	10011105-5200	\$20,000.00
(P2502205) Capital Fire	SRF Operations & Maintenance	66211900-5328	\$7,320.00

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2503392	KEYSTONE RICHLAND CENTER	PLACEMENT	22511607-5350	\$22,060.00
R2503384	FINANCE DIRECTOR, DELAWARE CORP	INSTALLATION OF PEDESTRIAN CROSSING IGA	10011102 - 5328	\$ 25,000.00
R2503441	SYN TECH SYSTEMS INC	MAINT AGREEMENT FUEL MASTER SYSTEM	10011106 - 5325	\$ 13,250.00
R2503459	FISHEL DOWNEY ALBRECHT &	ATTORNEY SERVICES FOR INVESTIGATION	23711630 - 5361	\$ 8,252.25
R2503470	DELAWARE AUTO SALES LLC	VET SERV PARKING LOT ACCIDENT	60111901 - 5370	\$ 8,000.00
R2503473	ELITAIRE LLC	RTU REPLACEMENT - JAIL ROOF	40111402 - 5410	\$ 625,000.00

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

4  
RESOLUTION NO. 25-463

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE TITLE  
ADMINISTRATION FUND:

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

WHEREAS, pursuant to section 325.33(B) of the Revised Code, if the board of county commissioners and the clerk of courts agree that the money in the clerk of courts certificate of title administration fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code, the excess may be transferred to the county general fund and used for other county purposes; and

WHEREAS, in the 2025 requested budget, the Delaware County Clerk of Courts included appropriations to transfer \$146,220 within the Clerk’s Certificate of Title Administration Fund to the County General Fund in support of one courthouse deputy, and this budget request was included in the 2025 appropriation measure as approved by the Delaware County Board of Commissioners (the “Board”) on November 25, 2024; and

WHEREAS, the Clerk of Courts has confirmed that the amount of \$146,220 within the Clerk’s Certificate of Title Administration Fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code and requests the excess amount be transferred to the County General Fund for the purpose of offsetting the cost of one courthouse deputy;

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

Section 1. The Board hereby agrees that the money in the Clerk’s Certificate of Title Administration Fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code and that \$146,220 may be transferred to the County General Fund for the purpose of offsetting the cost of one courthouse deputy.

Section 2. The Board hereby approves the following transfer of funds:

Transfer of Funds		
From:	To:	
24820101-5801	10011102-4601	146,220.00
Title Administration/Interfund Cash Transfer	Commissioners General/Interfund Revenues	

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

5  
RESOLUTION NO. 25-464

IN THE MATTER OF APPROVING AN AMENDMENT TO THE USE OF PROCUREMENT CARDS FOR THE 911 DEPARTMENT:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

New Card for Jeanette Adair:	
Appointing Authority:	Commissioners
Office/Department:	911
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	25
Department Coordinator:	Justin Nahvi

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

**RESOLUTION NO. 25-465**

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

<b>Advance of Funds</b>		
10011102-5801	28631357-4601	34,877.70
Commissioners General/Miscellaneous Cash Transfers	LEAP Forward 2024/Interfund Revenues	

Vote on Motion	Mr. Benton	Aye	Mrs. Lewis	Aye	Mr. Merrell	Aye
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**RESOLUTION NO. 25-466**

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

Total Grant Amount: \$ 81,832.50

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

**RESOLUTION NO. 25-467**

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

Grant Amount:	\$250,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$250,000.00

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including

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approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Delaware County Sheriff’s Office shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

9  
RESOLUTION NO. 25-468

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ELITAIRE, LLC, A DAIKIN COMPANY, FOR REPLACEMENT OF THE ROOFTOP HVAC UNIT AT THE DELAWARE COUNTY JAIL:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and ElitAire, LLC, a Daikin Company, for replacement of the rooftop HVAC unit at the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following services agreement with ElitAire, LLC, a Daikin Company, for replacement of the rooftop HVAC unit at the Delaware County Jail:

SERVICES AGREEMENT

This Agreement is made and entered into on June 23, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and ElitAire, LLC, a Daikin Company, 350 Worthington Road, Suite D, Westerville, Ohio 43082 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1            SERVICES PROVIDED BY CONTRACTOR

- 1.1        The Contractor will provide all necessary parts, equipment, materials, and labor to replace the existing AAON RTU with a Daikin Rebel Applied RTU at the County’s Jail, 844 US 42 North, Delaware, Ohio (the “Services”).
- 1.2        The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Proposal #TCTK06012025 dated April 9, 2025 and the associated Technical Data Sheet, which are attached hereto and, by this reference, fully incorporated herein (the “Proposal”). Pursuant to section 9.48 of the Revised Code, this Agreement is entered into subject to the terms and conditions of, and will be governed by, OMNIA Partners Region 4 ESC Contract # R200401, incorporated herein by reference.
- 1.3        In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, 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 Proposal.
- 4.2        The total compensation for the Services shall be \$625,000.00, payable in installments as set forth in the Proposal.
- 4.3        The total compensation under this Agreement shall not exceed \$625,000.00, unless approved in a modification in accordance with Section 3.1.

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- 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 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 requested 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 order to proceed from the Director and shall complete the Services 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.**

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- 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment 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 the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

10  
RESOLUTION NO. 25-469

**IN THE MATTER OF APPROVING A PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT WITH COLUMBIA GAS OF OHIO FOR DEL-TR 109 ROUNDABOUT- BIG WALNUT PHASE 1 (BIG WALNUT & TUSSIC STREET ROAD INTERSECTION):**

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

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**Job Order No. 24-0084514-00**

**PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT**

THIS PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT (this "Agreement") is made this 23<sup>rd</sup> day of June, 2025, by and between Columbia Gas of Ohio, Inc., an Ohio corporation ("Company"), and Delaware County Board of Commissioners (the "Owner") for DEL-TR109 ROUNDABOUT - BIG WALNUT PH 1 (Big Walnut & Tussic Intersection).

**RECITALS**

- A. Company owns and operates a two-inch (2") gas pipeline located in Delaware County, Ohio, that were laid and are existing in accordance with the provisions of a valid right of way; and
- B. Owner wishes to retire 1,604' of 2" steel HP main, replaced with 1,806' of 2" steel HP main, of Company's pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below;
- C. Company is willing to relocate or remove from service the pipeline and related facilities subject to the conditions set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. The work contemplated by this Agreement (the "Work") consists of retiring 1,604' of 2" steel HP main, replaced with 1,806' of 2" steel HP main for phase 1 of the project. Company may utilize contractors to perform all or any part of the Work.
2. Owner agrees to pay one hundred percent (100%) of the actual cost of the steel Work, including Company's internal costs and overheads. The cost of the steel Work is estimated to be Three Hundred and Seventy-Five Thousand, Six Hundred and Twenty-One, and 00/100 U.S. Dollars (\$375,621).
3. Owner agrees to make an advance payment in the amount of Three Hundred and SeventyFive Thousand, Six Hundred and Twenty-One, and 00/100 U.S. Dollars (\$375,621) to Company (the "Advance Payment"). The Advance Payment is the estimated total cost of the Work to accommodate Owner's construction and/or excavation activities in the vicinity of said pipeline. If Owner decides to cancel or postpone indefinitely the contemplated project, Owner agrees to reimburse Company for all costs expended by Company or for which Company remains obligated at the time of the cancellation or indefinite postponement, plus any incremental costs incurred by Company resulting from early termination of the Work. Such amounts shall be deducted from the Advance Payment and any remaining balance shall be returned to Owner. Notwithstanding the foregoing, any costs in excess of the Advance Payment shall be paid by Owner upon receipt of Company's invoice therefor.
4. If Company determines that new rights of way or easements and damage receipts are required, Owner agrees to grant to Company or assist Company in obtaining same on Company's standard right of way agreement and damage receipt forms, free and clear of all liens and encumbrances. All costs incurred by Company in examining title, preparing legal documents, and acquiring and recording said rights of way or easements shall be included in the project costs. If the necessary rights of way or easements, free and clear of all liens and encumbrances, cannot be acquired, then Company may cancel the project and return the unused portion of the Advance Payment.
5. Upon execution of this Agreement and receipt of the Advance Payment from Owner, Company agrees to commence the Work. Upon receipt of all necessary property rights and required permits and regulatory clearances (including, but not limited to, FERC, EPA, SHPO, DOE, etc.), Company will physically perform the Work. If the necessary permits or regulatory clearances cannot be obtained, Company may cancel the project and return the unused portion of the Advance Payment.
6. Upon completion of the Work and accumulation of all actual costs and overheads through Company's normal accounting procedures, Company shall submit to Owner a statement showing the actual costs incurred. If the actual aggregate costs of the Work exceed the amount of the Advance Payment, Owner, within 30 days of the receipt of Company's invoice, shall submit payment of such excess. If the actual aggregate costs of the Work are less than the amount of the Advance Payment, Company shall submit with the statement of charges a refund for the amount of the difference.
7. This project will not be commenced until such time as the physical alteration of the pipeline will not impair Company's service of gas to its customers.
8. Owner agrees that no permanent and/or temporary structures shall be erected over or within twenty-five (25) feet of either side of said pipeline.

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- 9. Owner represents and warrants that it has all corporate and other authority to enter into this agreement and that the individual executing this Agreement on behalf of Owner is the duly authorized representative of Owner with full authority to bind the Owner.
- 10. This writing contains the entire agreement of the parties, and all agreements entered into prior to or contemporaneously with the execution of this Agreement are excluded whether oral or written, and this Agreement cannot be changed without the written consent of the parties.
- 11. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or three (3) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, postage prepaid, to the parties at the following respective addresses, or at such other address as a respective party may designate from time to time pursuant to a notice duly given hereunder to the other party:

If to Company:

Columbia Gas of Ohio  
3550 Johnny Appleseed Court  
Columbus, OH 43231  
Attention: Muhammad Masood

If to Owner:

Delaware County Engineer  
c/o Delaware County Board of Commissioners  
1610 State Route 521, PO Box 8006  
Delaware, OH 43015  
Attention: Joe Warner

- 12. This Agreement may not be assigned by Owner without the prior written consent of Company, which may be withheld in Company’s sole discretion.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the laws of the state in which the Company’s facilities are located, without regard to any choice of law or conflicts of law rules that would direct the laws of another jurisdiction.
- 14. The provisions of Sections 2, 4, 6, and 8 through 14 shall survive any termination or expiration of this Agreement.

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

11  
RESOLUTION NO. 25-470

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR ASHFORD OF  
BERKSHIRE:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Ashford of Berkshire;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Ashford of Berkshire:

OWNER’S AGREEMENT  
PROJECT NUMBER: 25024

THIS AGREEMENT, executed on this 23rd day of June, 2025, between Wallick Development, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Ashford of Berkshire further identified as Project Number 25024 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.



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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 Seven Thousand Seven Hundred Dollars and No Cents (\$7,700.00) 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 Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$96,500.00
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CONSTRUCTION BOND AMOUNT	\$96,500.00
MAINTENANCE BOND AMOUNT	\$9,700.00
INSPECTION FEE DEPOSIT	\$7,700.00

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

12  
RESOLUTION NO. 25-471

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN LASHA A. JOHNSON, AKA LASHA A. WHEELAND, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR 51-2.09, COUNTY LINE ROAD/CENTER VILLAGE ROAD/ DUNCAN PLAINS/ WAGNER ROAD:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Lasha A. Johnson, aka Lasha A. Wheeland for the project known as DEL-CR 51-2.09, County Line Road/ Center Village Road/ Duncan Plains/ Wagner Road; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the contract for sale and purchase with Lasha A. Johnson, aka Lasha A. Wheeland, for the project known as DEL-CR 51- 2.09, County Line Road/ Center Village Road/ Duncan Plains Road/ Wagner Road as follows:

CONTRACT OF SALE AND PURCHASE VACANT  
LAND/IMPROVEMENTS

WITNESSETH: On this 23<sup>rd</sup> day of June, 2025, Lasha A. Johnson, nka Lasha A. Wheeland, married, whose address is 14375 Duncan Plains Road, Johnstown, Ohio 43301, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
13-WD DEL-CR51-2.09  
County Line Road/Center Village Rd/Duncan Plains Rd/Wagner Rd

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$80,000.00 (Eighty thousand, dollars) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER’s covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of

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dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs. In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.
11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators,

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties. See attached Exhibit B pertaining to ditch enclosure.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**13**  
**RESOLUTION NO. 25-472**

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

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0157	BOUYANT-C, LTD	LAVER LN	ROAD BORE
UT2025-0158	SPECTRUM	S OLD STATE RD	SET POWER CABINET
UT2025-0159	US SIGNAL CO	HOSLINS RD	PLACE HDPE DUCTS
UT2025-0160	US SIGNAL CO	S SECTION LINE & BUNTY STATION	PLACE HDPE DUCTS
UT2025-0161	US SIGNAL CO	LIBERTY & HOME RDS	PLACE HDPE DUCTS
UT2025-0162	US SIGNAL CO	CORDUROY RD	PLACE HDPE DUCTS
UT2025-0163	SPECTRUM	WILSON RD	ROAD BORE
UT2025-0164	BRIGHTSPEED	BIG WALNUT	RELOCATE COPPER FACILITIES

## 14 ADMINISTRATOR REPORTS

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CA Davies – Nothing to report

DCA Huston – Nothing to report

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – attended the MORPC and Transportation regional meetings.

Commissioner Merrell – had a discussion with Bruce about new Route 42 projects

16  
RESOLUTION NO. 25-473

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
DISCIPLINE, PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC  
OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

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

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

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Discipline, Promotion and Compensation of a Public Employee or a Public Official and for Pending or Imminent Litigation.

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

17  
RESOLUTION NO. 25-474

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Jeff Benton

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Barb Lewis

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Gary Merrell