

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 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**

10:00 A.M. Public Hearing for the 2025–2029 Consolidated Plan for the Community Development Block Grant (CDBG) Program

**1
RESOLUTION NO. 26-01**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD DECEMBER 22, 2025:**

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 December 22, 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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 26-02**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0109:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0109 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2600003	SMITH FEIKE MINTON INSURANCE INC	ADDITIONAL PREMIUM DUE BASED ON WC PAYROLL AUDIT	61311923 - 5370	\$ 19,250.00
R2600005	FISHEL DOWNEY ALBRECHT &	WC LEGAL SERVICES	61311923 - 5361	\$ 20,000.00
R2600007	PNC BANK	BWC WC PREMIUM	61311923 - 5300	\$ 120,000.00
R2600015	PITNEY BOWES INC	POSTAGE	10011105 - 5331	\$ 220,000.00
R2600016	SEDGWICK CLAIMS MANAGEMENT	WC TPA SERVICE FEE	61311923 - 5301	\$ 40,000.00
R2600019	COMP MANAGEMENT INC	WC MONTHLY CLAIMS COST	61311923 - 5370	\$ 250,000.00
R2600036	GOVERNMENTJOBS COM INC	HR MANAGEMENT SOFTWARE	10011108 - 5320	\$ 120,000.00
R2600052	JOB & FAMILY SERVICES,OHIO DEPT OF	UNEMPLOYMENT CLAIMS COSTS	10011108 - 5370	\$ 16,000.00
R2600054	PNC BANK	PCARD MATERIALS	10011101 - 5200	\$ 4,500.00
R2600054	PNC BANK	PCARD SUPPLIES	10011101 - 5300	\$ 9,000.00
R2600072	PNC BANK	PCARD MATERIALS	10011102 - 5200	\$ 2,000.00
R2600072	PNC BANK	PCARD SERVICES	10011102 - 5300	\$ 9,000.00
R2600080	ULTRAPLEAT LLC	HVAC FILTERS	10011105 - 5201	\$ 30,000.00
R2600086	TREASURER,STATE OF OHIO	BCMH REIMBURSEMENTS	10011102 - 5319	\$ 700,000.00
R2600089	CCAO CEAO	CCAO MEMBERSHIP	10011102 - 5308	\$ 14,017.00

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R2600090	OTIS ELEVATOR CO INC	ELEVATOR MAINT. AGREEMENT	10011105 - 5325	\$ 15,500.00
R2600091	MORPC	MORPC MEMBERSHIP	10011102 - 5308	\$ 102,261.86
R2600096	PROPERTY WORX LLC	SNOW & ICE CONTROL	10011105 - 5325	\$ 75,000.00
R2600099	REGIONAL PLANNING	MEMBERSHIP	10011102 - 5308	\$ 169,316.00
R2600100	IGS VENTURES INC	GAS UTILITIES	10011105 - 5338	\$ 30,000.00
R2600101	UNIVERSAL PROTECTION LLC	SECURITY SERVICE	10011102 - 5301	\$ 300,832.09
R2600105	SQUIRE PATTON BOGGS (US) LLP	LEGAL SERVICES	10011102 - 5361	\$ 20,000.00
R2600108	REA & ASSOCIATES INC	2025 AUDIT	10011102 - 5301	\$ 121,000.00
R2600114	MAXIMUS CONSULTING SVCS INC	COST ALLOCATION PLAN	10011102 - 5301	\$ 12,500.00
R2600117	OPENGOV INC	CLOUD - BUDGETING PERFORMANCE & PREMIUM SUPPORT	10011102 - 5320	\$ 87,823.76
R2600121	SOIL & WATER CONSERVATION DISTRICT	2026 GRANT	10011102 - 5601	\$ 324,000.00
R2600123	THYSSENKRUPP ELEVATOR CORP	MAINTENANCE AGREEMENT	10011105 - 5325	\$ 25,000.00
R2600124	OHIO STATE UNIVERSITY EXTENSION	2026 GRANT	10011102 - 5601	\$ 385,402.00
R2600127	FISCAL OFFICER,ORANGE TOWNSHIP	2022 TRAIL GRANT	10011102 - 5601	\$ 82,125.00
R2600129	STATE SECURITY LLC	SERVICE AGREEMENT SPRINKLER INSP.	10011105 - 5325	\$ 11,000.00
R2600132	FISCAL OFFICER,LIBERTY TOWNSHIP	2025 TRAIL GRANT	10011102 - 5601	\$ 32,500.00
R2600134	TREASURER,STATE OF OHIO	INSPECTION FEES	10011105 - 5316	\$ 8,500.00
R2600135	BYERS MINTON & ASSOCIATES LLC	GOVERNMENT AFFAIRS CONSULTING SERVICES	10011102 - 5301	\$ 38,500.00
R2600137	FISCAL OFFICER,BST & G FIRE DEPARTMENT	JOINT FIRE & EMS STATION CONSTRUCTION	10011102 - 5328	\$ 1,572,051.78
R2600139	INTEGRATED PROTECTION SERVICE INC	SERVICE AGREEMENT	10011105 - 5325	\$ 14,300.00
R2600141	TAFT STETTINIUS & HOLLISTER LLP	BROADBAND CONSULTING SERVICES	10011102 - 5301	\$ 7,746.00
R2600144	AIR FORCE ONE INC	SERVICE AGREEMENT	10011105 - 5325	\$ 14,000.00
R2600145	CIVIC UPLIFT LLC	GENERAL GRANT CONSULTING - NON CDBG	10011102 - 5301	\$ 15,000.00
R2600147	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC UTILITIES	10011105 - 5338	\$ 180,000.00
R2600148	TAG COMMUNITY LIVING INC	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 25,000.00
R2600151	CENTRAL OHIO SYMPHONY ORCHESTRA,THE	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 8,000.00
R2600152	CITY OF DELAWARE	WATER TRASH SEWAGE SERVICE	10011105 - 5338	\$ 70,000.00
R2600154	TURNING POINT	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 25,000.00
R2600155	ANDREWS HOUSE INC	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 20,000.00
R2600156	DELAWARE COUNTY CULTURAL ARTS CTR	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 23,480.00
R2600158	RECREATION UNLIMITED FARM AND FUN INC	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 21,305.00
R2600159	STRATFORD ECOLOGICAL CENTER	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 20,000.00
R2600161	INTEGRATED PROTECTION SERVICE INC	SPRINKLER PARTS	10011105 - 5201	\$ 1,500.00

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R2600161	INTEGRATED PROTECTION SERVICE INC	SPRINKLER REPAIR	10011105 - 5328	\$ 5,000.00
R2600162	PEOPLE IN NEED INC	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 17,771.00
R2600166	NORTHWESTERN OHIO SECURITY SYS INC	SAFETY & SECURITY SERVICE	10011105 - 5345	\$ 7,500.00
R2600166	NORTHWESTERN OHIO SECURITY SYS INC	EQUIPMENT RENTAL	10011105 - 5335	\$ 2,500.00
R2600166	NORTHWESTERN OHIO SECURITY SYS INC	MATERIAL & SUPPLIES	10011105 - 5201	\$ 500.00
R2600167	STOCKHANDS HORSES FOR HEALING	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 15,000.00
R2600169	STRAND THEATRE	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 11,534.00
R2600171	FAMILY PROMISE OF DELAWARE COUNTY	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 14,906.00
R2600174	SJS OLSON GROUP LLC,THE	HR CONSULTING SERVICES	10011102 - 5301	\$ 20,800.00
R2600176	BUCKEYE INNOVATION LLC	WEBSITE REMEDIATION - ADA COMPLIANCE	10011102 - 5301	\$ 50,000.00
R2600177	AMERICAN ELECTRIC POWER	ELECTRIC UTILITIES	10011105 - 5338	\$ 650,000.00
R2600181	ALPHA GROUP OF DELAWARE INC	JANITORIAL SERVICE	10011105 - 5325	\$ 11,040.00
R2600184	FISHEL DOWNEY ALBRECHT &	HR LEGAL SERVICES	10011102 - 5361	\$ 15,000.00
R2600185	COLUMBIA GAS OF OHIO	GAS UTILITIES	10011105 - 5338	\$ 150,000.00
R2600191	CURTIS,DAN	APIARY SERVICE	10011102 - 5301	\$ 18,000.00
R2600195	GRANITE TELECOMMUNICATIONS LLC	PHONE SERVICE	10011105 - 5330	\$ 24,000.00
R2600199	JOHNSON PROPERTY SERVICES LLC	LOT SWEEPING	10011105 - 5325	\$ 15,000.00
R2600201	KE WA PA SALES INC	JANITORIAL SUPPLIES	10011105 - 5201	\$ 65,000.00
R2600202	PNC BANK	PCARD MATERIALS	10011139 - 5200	\$ 1,500.00
R2600202	PNC BANK	PCARD SERVICES	10011139 - 5300	\$ 10,500.00
R2600204	OUTSIDER ENTERTAINMENT LLC	VIDEO PRODUCTION SERVICES	10011139 - 5301	\$ 60,000.00
R2600205	NATIONWIDE HOTEL & CONF CTR	2026 STATE OF THE COUNTY	10011139 - 5335	\$ 4,631.40
R2600205	NATIONWIDE HOTEL & CONF CTR	2026 STATE OF THE COUNTY	10011139 - 5381	\$ 6,200.00
R2600210	BOARD OF DEVELOPMENTAL DISABILITIES	COUNTY HOME	10011501 - 5350	\$ 15,000.00
R2600213	TREASURER,STARK COUNTY	5TH DISTRICT COURT OF APPEALS	10029202 - 5301	\$ 40,000.00
R2600218	FINANCE DIRECTOR,DELAWARE CORP	CITY PROSECUTOR	10029203 - 5360	\$ 130,000.00
R2600218	FINANCE DIRECTOR,DELAWARE CORP	40% SHARE MUNICIPAL COURT	10029203 - 5360	\$ 395,000.00
R2600225	PNC BANK	PCARD MATERIALS	21011113 - 5200	\$ 1,500.00
R2600225	PNC BANK	PCARD SERVICES	21011113 - 5300	\$ 9,000.00
R2600226	BEEMS BP DIST INC	FUEL	10011106 - 5228	\$ 450,000.00
R2600242	BEST ONE TIRE & SERVICE OF MID AMERICA INC	TIRES	10011106 - 5228	\$ 60,000.00
R2600246	GENUINE PARTS COMPANY	VEHICLE PARTS	10011106 - 5228	\$ 70,000.00
R2600247	MONTROSE GROUP LLC,THE	ECONOMIC DEVELOPMENT CONSULTING	21011113 - 5301	\$ 16,000.00
R2600257	MANAGEMENT ADVISORY GROUP LLC	ECONOMIC DEVELOPMENT CONSULTING	21011113 - 5301	\$ 73,500.00
R2600261	CIVICSERVE INC	ECONOMIC DEVELOPMENT SOFTWARE SUBSCRIPTION	21011113 - 5321	\$ 31,500.00

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R2600267	DELAWARE COUNTY FAIR	HOTEL BED TAX	29911190 - 5380	\$ 3,000,000.00
R2600270	SSI ACQ CO	FUEL PUMP PARTS	10011106 - 5228	\$ 2,500.00
R2600270	SSI ACQ CO	FUEL PUMP REPAIRS	10011106 - 5328	\$ 10,000.00
R2600274	GEO BYERS SON HOLDING INC	VEHICLE PARTS	10011106 - 5228	\$ 20,000.00
R2600274	GEO BYERS SON HOLDING INC	VEHICLE REPAIR	10011106 - 5328	\$ 25,000.00
R2600275	CHESROWN	VEHICLE PARTS	10011106 - 5228	\$ 7,500.00
R2600275	CHESROWN	VEHICLE REPAIRS	10011106 - 5328	\$ 5,000.00
R2600277	FLEETCOR TECHNOLOGIES INC	VEHICLE FUEL	10011106 - 5228	\$ 60,000.00
R2600279	MATHEWS KENNEDY FORD LINCOLN MERCURY INC	VEHICLE PARTS	10011106 - 5228	\$ 20,000.00
R2600282	M D TRANSMISSIONS LTD	VEHICLE PARTS	10011106 - 5228	\$ 5,000.00
R2600282	M D TRANSMISSIONS LTD	VEHICLE REPAIR	10011106 - 5328	\$ 2,500.00
R2600285	FOUR O CORPORATION	VEHICLE OIL	10011106 - 5228	\$ 15,000.00
R2600289	CONNECT HOLDING II LLC	ARPA BROADBAND PROJECT	22211330 - 5601	\$ 440,975.00
R2600293	CONSOLIDATED COOPERATIVE	ARPA BROADBAND PROJECT	22211330 - 5601	\$ 2,447,062.76
R2600298	GANDEE & ASSOCIATES INC	LEAD SAFE GRANT	30811344 - 5601	\$ 15,549.50
R2600301	LEPI ENTERPRISES INC	LEAD SAFE GRANT GENERAL CONTRACTOR	30811344 - 5601	\$ 308,108.84
R2600302	CIVIC UPLIFT LLC	GRANT RELATED SERVICES	23011717 - 5301	\$ 44,352.36
R2600304	G & G ENTERPRISES COMPLETE	RIBOV #620 DRAINAGE IMPROVEMENT PROJECT	40311450 - 5301	\$ 138,895.45
R2600308	B & K LEHNER EXCAVATING LLC	NORRIS RUN DRAINAGE IMPROVEMENT PROJECT	40311460 - 5301	\$ 900,000.00
R2600309	MEACHAM & APEL ARCHITECTS INC	DESIGN SERVICES - WILLIS BUILDING	42011438 - 5410	\$ 310,164.13
R2600310	ROBERTSON CONSTRUCTION SERVICES LLC	WILLIS BUILDING RENOVATIONS	42011438 - 5410	\$ 6,607,400.00
R2600313	DLZ OHIO INC	DESIGN SERVICES - 911 CARNEGIE RENOVATIONS	42011438 - 5410	\$ 34,300.00
R2600316	PROFESSIONAL SERVICES INDUSTRIES INC	TESTING & INSPECTION SERVICES - WILLIS BUILDING	42011438 - 5410	\$ 7,500.00
R2600320	DYNOTEC INC	MODULAR BUILDING - DOG SHELTER	42311453 - 5410	\$ 7,500.00
R2600325	HALL PUBLIC SAFETY UPFITTERS	INSTALL RADIO EQUIPMENT - AMBULANCES 2023 ORDER	42311453 - 5450	\$ 10,000.00
R2600327	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - AMBULANCES 2023 ORDER	42311453 - 5450	\$ 7,500.00
R2600329	PENN CARE MEDICAL PRODUCTS	AMBULANCES - 2023 ORDER	42311453 - 5450	\$ 598,823.98
R2600331	HALL PUBLIC SAFETY UPFITTERS	INSTALL RADIO EQUIPMENT - AMBULANCES 2024 ORDER	42311453 - 5450	\$ 15,000.00
R2600332	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - AMBULANCES 2024 ORDER	42311453 - 5450	\$ 10,000.00
R2600333	STRYKER SALES CORP	(2) POWER LOAD SYSTEMS - AMBULANCES 2025 ORDER	42311453 - 5450	\$ 61,189.72
R2600334	FRAZER LTD	MEPS SYSTEM - AMBULANCES 2025 ORDER	42311453 - 5450	\$ 20,775.00
R2600335	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - AMBULANCES 2025 ORDER	42311453 - 5450	\$ 30,000.00
R2600336	FRAZER LTD	(4) AMBULANCES 2024 & 2025 ORDERS	42311453 - 5450	\$ 1,103,400.00
R2600337	ZOLL MEDICAL CORPORATION	CARDIAC MONITORS & AEDS - EMS YR 2 OF 5	42311453 - 5450	\$ 250,000.00
R2600349	EPS	PARTS	10011105 - 5201	\$ 2,500.00

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R2600349	EPS	REPAIRS	10011105 - 5328	\$ 5,000.00
R2600349	EPS	SOFTWARE UPGRADE	10011105 - 5320	\$ 15,000.00
R2600357	GOTCO EXCLUSIVE CARPET CARE	CARPET CLEANING	10011105 - 5328	\$ 25,000.00
R2600362	HOUSE OF SECURITY	DOOR PARTS	10011105 - 5201	\$ 10,000.00
R2600380	SPEER MECHANICAL INC	HVAC PARTS	10011105 - 5201	\$ 5,000.00
R2600380	SPEER MECHANICAL INC	HVAC REPAIRS	10011105 - 5328	\$ 5,000.00
R2600401	FACILITIES	TELEPHONE SERVICES	23711630 - 5330	\$ 600.00
R2600401	FACILITIES	POSTAGE	23711630 - 5331	\$ 5,000.00
R2600404	SPEER MECHANICAL INC	MAINT. AGREEMENT BOILER JAIL	10011105 - 5325	\$ 7,000.00
R2600409	PIZZUTI SOLUTIONS LLC	CONSULTING SERVICES - SHARED SERVICES BUILDING	42411477 - 5410	\$ 350,000.00
R2600412	MICHAEL SCHUSTER ASSOCIATES INC	ARCHITECTURAL SERVICES - SHARED SERVICES BUILDING	42411477 - 5410	\$ 1,300,000.00
R2600414	GILBANE BUILDING COMPANY	CMR PRECONSTRUCTION SVCS - SHARED SERVICES	42411477 - 5410	\$ 76,720.00
R2600415	COLUMBIA GAS OF OHIO	NATURAL GAS SERVICE - SHARED SERVICES BUILDING	42411477 - 5410	\$ 115,018.80
R2600420	DLZ OHIO INC	DESIGN SERVICES - JAIL RENOVATIONS	42411480 - 5410	\$ 28,500.00
R2600421	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	23711630 - 5201	\$ 5,000.00
R2600421	STAPLES BUSINESS ADVANTAGE	PRINTING SERVICES	23711630 - 5313	\$ 300.00
R2600422	OHIO CHILD SUPPORT PROFESSIONALS ASSOC	ANNUAL MEMBERSHIP DUES	23711630 - 5308	\$ 6,255.00
R2600422	OHIO CHILD SUPPORT PROFESSIONALS ASSOC	TRAINING REGISTRATION FEES	23711630 - 5305	\$ 500.00
R2600425	COMMISSIONERS	INDIRECT COST	23711630 - 5380	\$ 29,000.00
R2600425	COMMISSIONERS	RENT	23711630 - 5335	\$ 35,000.00
R2600432	RAVINES AT MEADOW RIDGE LLC	DEDICATED RIGHT OF WAY	45411450 - 5402	\$ 1,100,000.00
R2600433	TURNING POINT	DOMESTIC VIOLENCE FUNDS	74811311 - 5301	\$ 36,000.00
R2600435	BLUEBEAM INC	ANNUAL RENEWAL - BUILDING SAFETY	10011301 - 5321	\$ 1,683.67
R2600435	BLUEBEAM INC	ANNUAL RENEWAL - ENGINEER	29214001 - 5321	\$ 10,102.04
R2600435	BLUEBEAM INC	ANNUAL RENEWAL - REGIONAL SEWER	66211900 - 5321	\$ 4,377.56
R2600435	BLUEBEAM INC	ANNUAL RENEWAL - FACILITIES	10011105 - 5321	\$ 336.73
R2600436	SUPERION LLC	ANNUAL RENEWAL - ENGINEER	29214001 - 5321	\$ 1,534.47
R2600436	SUPERION LLC	ANNUAL RENEWAL - ENGINEER	69340407 - 5321	\$ 1,534.47
R2600436	SUPERION LLC	ANNUAL RENEWAL - BUILDING SAFETY	10011301 - 5321	\$ 4,432.91
R2600436	SUPERION LLC	ANNUAL RENEWAL - REGIONAL SEWER	66211900 - 5321	\$ 3,068.94
R2600436	SUPERION LLC	ANNUAL RENEWAL - SOIL & WATER	72190901 - 5321	\$ 1,022.98
R2600436	SUPERION LLC	ANNUAL RENEWAL - REGIONAL PLANNING	72070701 - 5321	\$ 681.99
R2600465	PNC BANK	SUPPLIES	10011303 - 5200	\$ 30,000.00
R2600465	PNC BANK	SERVICES	10011303 - 5300	\$ 50,000.00
R2600499	GAUMARD SCIENTIFIC COMPANY INC	ADULT & INFANT MANIKINS - EMS	42311453 - 5450	\$ 64,090.00
R2600547	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL STATE FEES	10011301 - 5380	\$ 48,884.00
R2600557	INTERFLEX PAYMENTS LLC	FSA CLAIMS	60211925 - 5370	\$ 575,000.00
R2600559	INTERFLEX PAYMENTS LLC	FSA ADMIN FEES	60211925 - 5370	\$ 25,000.00

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R2600560	RELIASTAR LIFE INSURANCE CO	VOYA GTL	60211902 - 5370	\$ 140,000.00
R2600562	CEBCO	MED & RX	60211902 - 5370	\$ 24,000,000.00
R2600563	CEBCO	DENTAL	60211902 - 5370	\$ 750,000.00
R2600564	CEBCO	VISION	60211902 - 5370	\$ 120,000.00
R2600616	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211900 - 5338	\$ 1,826,000.00
R2600622	OHIO EDISON CO	ELECTRIC SERVICE	66211900 - 5338	\$ 286,000.00
R2600625	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE	66211900 - 5338	\$ 88,000.00
R2600637	DEL CO WATER CO INC	WATER SERVICE	66211900 - 5338	\$ 45,000.00
R2600647	COLUMBIA GAS OF OHIO	GAS SERVICE	66211900 - 5338	\$ 50,000.00
R2600649	EMT TRANSPORTATION	NET TRANSPORTATION	22411601 - 5348	\$ 35,000.00
R2600659	RUMPKE CONSOLIDATED COMPANIES	TRASH SERVICE	66211900 - 5338	\$ 11,000.00
R2600659	RUMPKE CONSOLIDATED COMPANIES	SLUDGE DISPOSAL SERVICE	66211900 - 5380	\$ 850,000.00
R2600671	BEAR ENVIRONMENTAL LLC	LIQUID SLUDGE HAULING	66211900 - 5380	\$ 50,000.00
R2600676	SMARTBILL LTD INC	POSTAGE FOR QUARTERLY SEWER BILLS	66211900 - 5331	\$ 53,000.00
R2600684	VERIZON	PHONE SUPPLIES	66211900 - 5201	\$ 1,600.00
R2600684	VERIZON	BROADBAND FOR FIELD COMPUTERS	66211900 - 5315	\$ 12,000.00
R2600684	VERIZON	CELL PHONE SERVICE	66211900 - 5330	\$ 24,500.00
R2600698	MENARD INC	OPERATING SUPPLIES	66211900 - 5201	\$ 14,000.00
R2600698	MENARD INC	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 200.00
R2600698	MENARD INC	BOTTLED WATER	66211900 - 5294	\$ 400.00
R2600701	DELAWARE COUNTY TRANSIT	CLIENT TRANSPORTATION	22411601 - 5355	\$ 150,000.00
R2600705	HOME DEPOT	OPERATING SUPPLIES	66211900 - 5201	\$ 10,000.00
R2600707	VARIOUS JFS PRC	VARIOUS PRC FUNDS	22411602 - 5348	\$ 100,000.00
R2600709	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	66211900 - 5201	\$ 11,000.00
R2600711	GRAINGER INC	OPERATING SUPPLIES	66211900 - 5201	\$ 12,000.00
R2600711	GRAINGER INC	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 8,000.00
R2600711	GRAINGER INC	EQUIPMENT PARTS	66211900 - 5228	\$ 6,000.00
R2600714	PNC BANK	SAFETY SUPPLIES	10011302 - 5200	\$ 13,000.00
R2600724	CBTS LLC	VOIP PHONE SERVICE	22411605 - 5330	\$ 17,500.00
R2600727	OHIO UTILITIES PROTECTION	OUPS SERVICES	66211900 - 5301	\$ 16,500.00
R2600734	FACILITIES	POSTAGE (BUSINESS REPLY)	22411605 - 5331	\$ 13,000.00
R2600736	SENG SEWER FEE REFUND	CUSTOMER REFUNDS	66211900 - 5319	\$ 40,000.00
R2600740	CITY OF DUBLIN	CITY OF DUBLIN CONTRACT REIMBURSEMENTS	66211900 - 5319	\$ 221,000.00
R2600749	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARKSHAW SURCHARGE REIMBURSEMENTS PER IGA	66811900 - 5710	\$ 290,000.00

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

4

RESOLUTION NO. 26-03

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Kyle Goodnight and Rob Glaze attend the National Association of EMS Physicians (NAEMSP) Conference, in Tampa, FL on January 29, 2026 – January 31, 2026, at the cost of \$2,265.00.

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The Land and Buildings Department is requesting that Darren Dodds attend the Certified Detention Locksmith Course, in Orlando, FL on April 13 – April 17, 2026, at the cost of \$4,900.00.

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

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RESOLUTION NO. 26-04

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF NOVEMBER 2025:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for November 2025;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for November 2025.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copies available for review at the Commissioners' Office until no longer of administrative value.)

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

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RESOLUTION NO. 26-05

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling & Litter Prevention Office
2026**

This agreement made on January 12, 2026, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 619 West Marion Road, Suite 107, Mount Gilead, Ohio 43338 and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 91 North Sandusky Street, Delaware, Ohio 43015.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on July 30, 2019.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Chapter 6 and as detailed programs in Appendix I of the amended plan.

WHEREAS, Chapter 6 and Appendix I of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District's special collection programs, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

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1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$89,765 for fulfillment of obligations listed in **Exhibit #1**. A maximum of \$18,000 can be utilized for fringe benefits. A minimum of \$12,000 must be utilized for programmatic expenses. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on the annual program report forms.

2. Term

The term of this agreement is January 1, 2026 - December 31, 2026.

3. Payments

The District shall disburse the contract amount, subject to availability, in three payments as described: 50% January; 25% April; and 25% July.

4. Allowable Expenditures

Personnel

- Salary: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract.
- Benefits: a maximum of \$18,000 can be utilized for fringe benefits.
- Administration: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the County Recycling & Litter Prevention Office.

Programmatic

A minimum of \$12,000 must be spent on the programmatic expenses listed below.

- Contracts: costs for any outside services used by the County Recycling & Litter Prevention Office to help them meet the responsibilities outlined in Exhibit #1.
- Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.
- Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities such as: educational/awareness presentation displays, safety items for litter clean-up activities, public area recycling collection containers such as Clear Stream Containers and signage, laptops, printers etc.
- Travel/Training: costs for mileage incurred to meet program obligations such as: meetings, presentations, events, activities, etc. This includes registration fees and costs associated with attending in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- Office Supplies: supplies and equipment used for services provided such as: copies, postage, general office supplies, etc.
- Awards/Recognition: costs incurred for materials, items, services, etc. that allow the County Recycling & Litter Prevention Office to publicly reward/recognize an individual, group, business, or institution for their outstanding environmental achievement/contribution to their community.
- Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories such as: memberships, subscriptions, etc.

5. Reporting

The County Recycling & Litter Prevention Office agrees to file a copy of their program status reports with the District on forms prescribed by the District (Exhibits #2 - #5). The President of the Board of County Commissioners shall sign the Program Status Report. Only reports filed according to this schedule will be considered satisfactory. Reports are due on the following dates.

Report	Due
Activity Report Months 1 - 6	Last business day in July
Activity Report Months 7 - 12	Last business day in January
Financial Report Months 1 - 12	Last business day in January

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by the last business day in February. The

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District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the end of year report that is submitted to the District. The District will deposit any unused funds into the Refund Account and will be absorbed back into the District's general fund.

If equipment or machinery purchased with District funds and outlined in the provided inventory list is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account for future used by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than those listed in Section V of the District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above-listed events. Notification of termination will be sent to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide recycling and litter prevention services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a County Recycling & Litter Prevention Office, that it shall first be attempted to be resolved by the District Director and the County Recycling & Litter Prevention Office's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

DKMM Solid Waste District

Date: _____

Delaware County Commissioners

Date: _____

**Exhibit #1
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2026 Agreement for Implementation.

CRLPO will submit a 2026 budget and marketing plan no later than January 16, 2026. These documents will outline the intended programs and associated expenses along with a general timeline for implementation for the 2026 program year.

Special Project Funding Occasionally a CRLPO will receive additional funding outside of this contract to provide education on a specific topic or for a specific project. Additional funding is not guaranteed, and funding may not be available to all counties every year. Special projects may include, but are not limited to, contamination, composting, and large city projects. A separate application for special projects will be required. If a CRLPO is selected to receive special project funding, it is expected that the project will fit the parameters of this contract and will be carried out to the fullest extent.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below
- c) Submit an up-to-date inventory of all DKMM purchased equipment. This should be an ongoing list as an excel spreadsheet that is updated annually
- d) Maintain and regularly update a website with at least a comprehensive list of all waste disposal opportunities available to your residents.
- e) Meet quarterly with your Advisory Council/Board
- f) Provide articles and pictures for District newsletters, website and annual reports
- g) Regularly attend District-CRLPO meetings
- h) Must attend special collection event(s) that are held in your county.
- i) All marketing and educational material must state something similar to "Recycling and Litter

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Prevention Program funded by the DKMM Solid Waste District" or display the DKMM logo.

Residential Audience

Goal- to increase the amount and quality of participation in recycling and waste reduction programs offered in the District including curbside, drop-off, composting and other special recycling opportunities.

- a. Targeted Communities- education directed at a specific area. Can be in the form of direct mailers, utility bill inserts, etc.
- b. Presentation & Information Booths- Classroom style presentations or hands-on demonstrations. Information booths at community events with one-on-one conversations and handouts.
- c. Newsletters & Social Media- electronic newsletters and social media posts on waste reduction and upcoming activities.
- d. General Advertising Campaigns- topics may vary by county and may include contamination, food composting, and upcoming events.
- e. Infrastructure Inventory- information on all waste disposal opportunities in each county (curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards). Make available in print and post on website
- f. Drop-off Inventory- annually inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed and report to the District.
- g. Maintain Drop-off Sites- regularly and proactively inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself. Illegally dumped items and litter should be taken care of within 24 business hours.
- h. Special Collection Events- work with fair boards to set event dates; advertise events; secure volunteers to assist the day of events; answer calls related to collection events, compile survey data as needed. Must attend event(s) that are held in your county.
- i. Promotion- advertise and promote the use of all waste reduction opportunities available (drop-offs and curbside recycling programs, composting, special collections, etc.)

Commercial/Institutions/Industry Audience

Goal- incorporate recycling into the operations of businesses, institutions and industries, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc.

- a) Technical Assistance- assist businesses, institutions and industries with implementing new or reworking current recycling programs so they are easily incorporated into daily operations by performing waste audits. A minimum of one full waste audit should be conducted in each county annually.
- b) Encourage Grant Applications- provide OEPa and DKMM grant information to assist with implementing waste audit recommendations.
- c) Downtown Business Consortiums- work with downtown business districts to participate in a consortium for recycling and food composting.
- d) Business Waste and Recycling Guide- distribute and make it available on your website.
- e) Engage the assistance of businesses, institutions and industries in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- f) Work with vendors and fair board to develop and implement vendor and public recycling at county fair and other community fairs/festivals.
- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

Communities and Elected Officials Audience

Goal- increase the number of communities that provide and actively promote recycling and proper waste disposal opportunities for residents.

- a) Curbside Inventory- annually update details of all curbside recycling programs and track public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Contamination Study of Curbside or Drop off Bins- Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- c) Newsletters & Websites- provide information for municipal newsletters and websites. Assist local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities.
- d) Borrow A Bin- provide recycling containers for community events (local festivals etc.) through the development of a clear stream recycling container loan program.
- e) Government Building Recycling- encourage and provide technical assistance to municipal officials to set up recycling in municipal buildings.
- f) Municipal Meetings- attend meetings and provide programmatic updates as needed and encourage curbside recycling programs.
- g) Litter Clean Up Events- organize community clean ups of public areas.
- h) Largest City/Village- work with the largest city/village officials to build relationships and provide education to residents on waste reduction. Regular contact should be made with municipal officials with the goal of encouraging more residents to participate in the curbside program and reducing contamination.

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School Age Youth Audience

Goal - provide waste reduction, recycling, and waste management education to youth.

- a) Presentations- classroom style and interactive hands-on activities.
- b) Fairs & Festivals- host educational booths at festivals, fairs and community events with hands-on activities to engage youth.
- c) Technical Assistance- work with school staff to conduct waste audits and implement recommendations.
- d) Encourage Grant Applications- provide OEPA and DKMM grant information to assist with implementing waste audit recommendations.

Industry Audience

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- c) Conduct waste audits at industries
- d) Encourage Grant Applications- provide OEPA and DKMM grant information to assist with implementing waste audit recommendations.
- e) Distribute and make available the Business Waste Guide.

**Exhibit #2
Report Cover Page
(copies will be provided electronically)**

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

Exhibit # 3
Financial Report
(copies will be provided electronically)

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Exhibit # 4
Activities Report
(copies will be provided electronically)

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ADVERTISING- PAID (newspaper ad & inserts, social media ad, direct mailers, radio/commercial, etc.)	Vendor	Topic	Impressions	
ADVERTISING- FREE (social media posts, radio interview, etc.)	Vendor	Topic	Impressions	
NEWSLETTERS- CRPO DEVELOPED (print or electronic newsletters YOU develop and disseminate)	# Newsletters		Impressions	
NEWSLETTERS- OTHER (print or electronic newsletters you submitted articles/information to. Twp, City, etc.)	# Articles		Impressions	
GOVERNMENT MEETINGS (meetings you attended to provide information to municipal leaders)	Date	Municipality	Topic	
GOVERNMENT BUILDING RECYCLING (do all county, city, township, village buildings have a recycling program? If not, what have you done to help them start a program?)	Municipality		Action	
COMMUNITY CLEAN UP EVENTS (events that you organized or provided supplies for)	Date	Location	# Participants	
PUBLIC EVENT RECYCLING/BORROW-A-BIN (public events that incorporated recycling, including county fairs)	Date		Event	
YOUTH PROGRAMS (school presentations, 4-H presentations, etc.)	Date	Location/Group	# Participants	Topic
ADULT PROGRAMS (presentations given to adult audiences)	Date	Location/Group	# Participants	Topic
INFORMATIONAL TABLES (fairs & festivals that adults and/or youth come and go. Information or hands on activity. Not a formal presentation)	Date	Event	Topic	
SCHOOL RECYCLING (working with school to establish or improve a recycling program. Include any waste audits conducted. Any school including colleges. Not educational programming)	School	Activity	Outcome	
BUSINESS/INDUSTRY ASSISTANCE (assistance to start or improve recycling, answer disposal questions, etc. Include waste audits conducted.)	Name	Activity	Outcome	
ANNUAL RECYCLING SURVEY (list assistance in collecting annual recycling survey data from businesses and industries)	Date	Activity		
DROP-OFF INVENTORY (annual detailed review of every drop-off location. Not visits to clean site)	Date			
ILLEGAL DUMPING @ DROP-OFFS (list when and what clean up efforts occurred. This is anything you, adopting group or Rumpke cleaned up)	Date	Location	Items Dumped	
DROP-OFF ISSUES (issues, other than dumping, at drop-off locations and what you did to address it. Chemical spill, general litter, graffiti on bins, etc.)	Issue		Action to Correct	
ADOPTING GROUPS (list your active adopting groups)	Location		Adopting Group	
COUNTY SPECIFIC RECYCLING HANDOUT (when did you last update your handout)	Date Updated			
COUNTY RECYCLING WEBSITE (when did you last update your website)	Date Updated			
SPECIAL COLLECTIONS (activities related to special collections not advertising. HHW, electronics, tires, paper shred, etc.)	Date		Description	
PROFESSIONAL MEETINGS/ BOARDS (list other organizations meetings you attended. Only list them once. Ex. OALPP- monthly meetings or River Cleanup Planning meetings. Do not list every date)				
OTHER (other activities not listed above)			Description	

Exhibit #5
Disposal of Equipment and Machinery Purchased with District Funds

Item no longer needed: _____
 Original Purchase Date: _____
 Why are you disposing of the item? _____
 What is your recommended method for disposal? _____
 Item no longer needed: _____
 Original Purchase Date: _____
 Why are you disposing of the item? _____
 What is your recommended method for disposal? _____
 Item no longer needed: _____
 Original Purchase Date: _____
 Why are you disposing of the item? _____
 What is your recommended method for disposal? _____
 Item no longer needed: _____
 Original Purchase Date: _____
 Why are you disposing of the item? _____
 What is your recommended method for disposal? _____
 You must attach an up-to-date inventory sheet with this attachment.
 Program Manager: _____ Date: _____

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District Director: _____ Date: _____

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

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RESOLUTION NO. 26-06

**IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE METROPOLITAN
HOUSING AUTHORITY:**

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

WHEREAS, in December 1988, the Delaware Metropolitan Housing Authority (the "Housing Authority") was established, pursuant to Chapter 3735 of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") is responsible for making one appointment to the Housing Authority, pursuant to section 3735.27 of the Revised Code; and

WHEREAS, the term of Amanda Fava will expire on February 22, 2026; and

WHEREAS, Ms. Fava has expressed a desire to be re-appointed to the Housing Authority and meets all residency requirements stipulated by section 3735 .27 of the Revised Code; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the "Policy"), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a member to the Housing Authority;

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

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of Amanda Fava to the Housing Authority for a term ending February 22, 2031.

Section 3. The re-appointment approved herein shall take effect on February 23, 2026.

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

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RESOLUTION NO. 26-07

**IN THE MATTER OF RE-APPOINTING MEMBERS TO THE CONCORD-SCIOTO COMMUNITY
AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 07-331, establishing the Concord-Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, the terms of Erik McPeek and David Fahrenholz as citizen members will expire on March 21, 2026, and both desire to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the "Policy"), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint two members to the Concord-Scioto Community Authority Board of Trustees;

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

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Section 1. The Board of Commissioners hereby approves the re-appointments of the following members to the Concord-Scioto Community Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Erik McPeek	March 21, 2028
Citizen Member	David Fahrenholz	March 21, 2028

Section 2. The re-appointments approved herein shall be effective March 22, 2026.

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

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RESOLUTION NO. 26-08

IN THE MATTER OF HONORING THE OLENTANGY BERLIN HIGH SCHOOL CHEER TEAM:

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

WHEREAS, the Delaware County Commissioners have the responsibility to recognize occasions of outstanding significance and the exemplary achievements of residents; and

WHEREAS, the Olentangy Berlin High School cheer team brought honor and distinction to the community with their exceptional performance at the 2025 Ohio High School Athletic Association Spirit State Championship, where the Bears claimed the Division I title; and

WHEREAS, the competitive cheer team formed only four years ago has quickly achieved exemplary results, bringing home the large-school state title for the second year in a row; and

WHEREAS, this year, the 26-member team coached by Justin Lehman, Avery Eversole and Sheree Wright demonstrated effective leadership in rallying support among fans and promoting team spirit for the Berlin Bears; and

WHEREAS, the team's aptitude for encouraging practical crowd interaction was evidenced by their exceptional performance in the Band Chant specialty, a section of competition in which the Bears scored highest among the 15 teams in their division.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby recognize the hard work, dedication and team spirit exhibited the Olentangy Berlin cheer team on the occasion of their second state title.

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

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RESOLUTION NO. 26-09

IN THE MATTER OF HONORING THE OLENTANGY ORANGE HIGH SCHOOL FOOTBALL TEAM:

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

WHEREAS, the Delaware County Commissioners have the responsibility to recognize occasions of outstanding significance and the exemplary achievements of residents; and

WHEREAS, the Olentangy Orange High School boys football team brought honor and distinction to the community with their exceptional performance and sportsmanship throughout the 2025 season and during the Ohio High School Athletic Association state-championship tournament; and

WHEREAS, the Pioneers claimed their first state championship in the program's 18-year history with a 28-14 defeat of Cincinnati St. Xavier in the Division I state final at Tom Benson Hall of Fame Stadium in Canton; and

WHEREAS, the state title capped an undefeated season in which the Pioneers went 15-0, breaking the program's previous record of 10 wins in a season.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby recognize and celebrate the Olentangy Orange boys football team for their extraordinary season and for exemplifying the best of our community's spirit and values at the state tournament.

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

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RESOLUTION NO. 26-10

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IN THE MATTER OF ACCEPTING DONATIONS MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children/foster children; and

WHEREAS, gifts included clothing, pajamas, outerwear, books, games, bikes, toys, stuffed animals, cleaning supplies, household items, etc.; and

WHEREAS, these donations, along with the donations of other area businesses, agencies, and area residents, provided Christmas to approximately 55 families; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

Anonymous Donor	\$ 1,000.00;
United Way of Delaware	\$ 3,800.00;
Liberty Presbyterian Church	\$ 15,000.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donations and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$19,800.00 to the Delaware County Department of Job and Family Services and thanks the anonymous donor, Liberty Presbyterian Church, and United Way of Delaware for their thoughtful generosity and commitment to the children and families of Delaware County.

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

**12
RESOLUTION NO. 26-11**

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR ESTATES AT BERLIN, SECTIONS 1 AND 2; DEL WEBB NORTHSTAR SECTION 1, PHASE C CLUBHOUSE; AND AZAR VILLAGE:

It was moved by , seconded by to approve the following:

WHEREAS, the Engineer recommends approving the Owner's Agreements for Estates at Berlin – Sections 1 and 2; Del Webb Northstar Section 1, Phase C Clubhouse; and Azar Village;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Estates at Berlin, Sections 1 and 2; Del Webb Northstar Section 1, Phase C Clubhouse; and Azar Village;

Estates at Berlin, Sections 1 and 2:

OWNER'S AGREEMENT
PROJECT NUMBER: 25082

THIS AGREEMENT, executed on this 12th day of January, 2026, between ADDISON PROPERTIES, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Estates at Berlin, Sections 1 and 2 further identified as Project Number 25082 is governed by the following considerations to wit:

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

OPTIONS:

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

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OWNER hereby elects to use Option 2 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 Sixty Thousand Dollars and No Cents (\$60,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,761,200.00
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CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$176,200.00
INSPECTION FEE DEPOSIT	\$60,000.00

Del Webb Northstar Section 1, Phase C- Clubhouse:

OWNER'S AGREEMENT
PROJECT NUMBER: 25083

THIS AGREEMENT, executed on this 12th day of January, 2026, between Pulte Homes of Ohio LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Del Webb Northstar Sec 1 Ph C Clubhouse further identified as Project Number 25083 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Forty-Two Thousand Nine Hundred Dollars and No Cents (\$42,900.00) 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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$536,300.00
CONSTRUCTION BOND AMOUNT	\$536,300.00
MAINTENANCE BOND AMOUNT	\$53,700.00
INSPECTION FEE DEPOSIT	\$42,900.00

Azar Village:

OWNER'S AGREEMENT
PROJECT NUMBER: 25043

THIS AGREEMENT, executed on this 12th day of January, 2026, between Azar Home Construction, LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Azar Village further identified as Project Number 25043 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 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

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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 Forty Thousand Seven Hundred Dollars and No Cents (\$40,700.00) 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.

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$507,800.00
CONSTRUCTION BOND AMOUNT	\$0.00
MAINTENANCE BOND AMOUNT	\$50,800.00
INSPECTION FEE DEPOSIT	\$40,700.00

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**13
RESOLUTION NO. 26-12**

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

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

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

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

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0367	CINCINNATI BELL	STRATFORD & STOCKTON	FIBER OPTIC CABLE
UT2025-0368	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0369	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0370	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0371	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0372	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0373	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0374	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0375	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0376	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0377	CINCINNATI BELL	SAWMILL & N HAMPTON	FIBER OPTIC CABLE
UT2025-0378	CINCINNATI BELL	MANCHESTER & ROCHELLE	FIBER OPTIC CABLE
UT2025-0379	AEP	MULTIPLE ROADS	MAINTENANCE
UT2025-0380	AT& T	ST ANDREWS DR #489	BURRIED CABLE
UT2025-0381	CINCINNATI BELL	OLENTANGY FALLS & ELDERBERRY	FIBER OPTIC CABLE
UT2025-0382	US SIGNAL, LLC	ORANGE RD & OLD STATE	BURRIED CABLE
UT2025-0383	CINCINNATI BELL	STRATFORD & STOCKTON	FIBER OPTIC CABLE
UT2025-0384	CINCINNATI BELL	TREE HAVEN & GRANDSHIRE	FIBER OPTIC CABLE
UT2025-0385	CINCINNATI BELL	MANCHESTER & SALISBURY	FIBER OPTIC CABLE
UT2025-0386	CINCINNATI BELL	MANCHESTER & ROCHELLE	FIBER OPTIC CABLE
UT2025-0387	CINCINNATI BELL	SAWMILL & N HAMPTON	FIBER OPTIC CABLE
UT2025-0388	CINCINNATI BELL	VANS VALLEY & TRENTON	FIBER OPTIC CABLE
UT2025-0389	CINCINNATI BELL	SUMMERWOOD XING	FIBER OPTIC CABLE
UT2025-0390	FRONTIER COMM	HILLS-MILLER RD	BURRIED CABLE

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

**14
RESOLUTION NO. 26-13**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS FOR 2026:

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

The Engineer's Office is requesting that its employees attend various trainings, meetings, conferences and continuing education classes throughout 2026, at the cost of \$3,800.00.

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

**15
10:00A.M. PUBLIC HEARING FOR THE 2025–2029 CONSOLIDATED PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

The Board of Commissioners opened the hearing at 10:04 A.M.

The Board of Commissioners closed the hearing at 10:21 A.M.

**16
ADMINISTRATOR REPORTS**

DCA Huston and Attorney Hochstettler – Nothing to report

**17
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis – attended the Swearing In Ceremonies for Powell City Officials.

Commissioner Merrell – Wishing everyone a Happy New Year and excited about the County progress in 2026. He went over 9-1-1 statistics for 2025 and congratulated team for exceeding standards. He attended the Strand lighting ceremony.

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Commissioner Benton – will be attending a Land Bank meeting on 01/13, TID meeting on 1/14 and CEBCO meeting on 1/15.

**18
RESOLUTION NO. 26-14**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:

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

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

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

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 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 Appointment, Employment and Compensation of a Public Employee or a Public Official, to consider the Purchase of Property for Public Purposes and for Collective Bargaining.

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

**19
RESOLUTION NO. 26-15**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

**20
RESOLUTION NO. 26-16**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:

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

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

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

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(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 Appointment, Employment and Compensation of a Public Employee or a Public Official, to consider the Purchase of Property for Public Purposes and for Collective Bargaining.

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

**21
RESOLUTION NO. 26-17**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners