

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026**

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

Present:

**Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner**

**1
RESOLUTION NO. 26-18**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD JANUARY 12, 2026:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 12, 2026; and

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

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

3
RESOLUTION NO. 26-10

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0114 AND MEMO TRANSFERS
IN BATCH NUMBERS MTAPP 0114;**

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0114, memo transfers in batch numbers MTAPR 0114 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2600230) PNC	Land and Buildings	10011105-5200	\$80,000.00
(P2600230) PNC	Land and Buildings	10011105-5300	\$5,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2600916	COMMISSIONERS	CENTRAL COST ALLOCATION	66211900 - 5380	\$ 638,538.00
R2600958	PNC BANK	P CARD - SUPPLIES	66211900 - 5200	\$ 55,000.00
R2600958	PNC BANK	PCARD - SERVICES	66211900 - 5300	\$ 55,000.00
R2600968	VARIOUS JFS EMPLOYEE REIMB	MILEAGE	22411605 - 5309	\$ 15,000.00
R2600968	VARIOUS JFS EMPLOYEE REIMB	PARKING	22411605 - 5310	\$ 2,500.00
R2600968	VARIOUS JFS EMPLOYEE REIMB	GAS	22411605 - 5228	\$ 100.00
R2600982	CONSOLIDATED ELECTRIC COOPERATIVE INC	TOWER SITE ELECTRIC	21411306 - 5338	\$ 12,000.00
R2600990	AMERICAN ELECTRIC POWER	TOWER SITE ELECTRIC	21411306 - 5338	\$ 30,000.00
R2600993	OHIO EDISON CO	TOWER SITE ELECTRIC	21411306 - 5338	\$ 6,600.00
R2601014	PNC BANK	PNC 5200 LINE	21411306 - 5200	\$ 16,000.00
R2601014	PNC BANK	PNC 5300 LINE	21411306 - 5300	\$ 18,900.00
R2601017	OJFSDA	MEMBERSHIP DUES	22411605 - 5308	\$ 12,000.00
R2601017	OJFSDA	TRAININGS MEETINGS	22411605 - 5305	\$ 5,000.00
R2601017	OJFSDA	FCFC	70161603 - 5305	\$ 430.00
R2601027	PRADCO	NEW HIRE SCREENING SERVICES	21411306 - 5301	\$ 10,000.00

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026

R2601029	BUCKEYE POWER SALES CO INC	GENERATOR SERVICE	21411306 - 5325	\$ 8,000.00
R2601029	BUCKEYE POWER SALES CO INC	GENERATOR REPAIR	21411306 - 5328	\$ 7,000.00
R2601031	VASU COMMUNICATIONS INC	RADIO REPAIRS	21411306 - 5328	\$ 6,000.00
R2601037	FRONTIER	911 PHONE SERVICE	21711326 - 5330	\$ 30,000.00
R2601039	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMBURSEMENT	10029203 - 5360	\$ 20,000.00
R2601039	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMBURSEMENT	10029203 - 5360	\$ 10,000.00
R2601042	PNC BANK	PNC 5200 LINE	21711326 - 5200	\$ 8,000.00
R2601042	PNC BANK	PNC 5300 LINE	21711326 - 5300	\$ 8,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - AUDITOR	10010102 - 5335	\$ 7,500.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - COMMISSIONERS	10011102 - 5335	\$ 3,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - FACILITIES	10011105 - 5335	\$ 76,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - BUILDING SAFETY	10011301 - 5335	\$ 70,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - EMS	10011303 - 5335	\$ 28,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - PROSECUTOR	10012101 - 5335	\$ 2,800.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - JUVENILE COURT	10026201 - 5335	\$ 13,400.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - CORONER	10030301 - 5335	\$ 6,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - SHERIFF	10031301 - 5335	\$ 110,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - VETERANS SERVICES	10062601 - 5335	\$ 57,100.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - AUDITOR REA	20110105 - 5335	\$ 5,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - DOG SHELTER	20411305 - 5335	\$ 32,000.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - JFS	22411605 - 5335	\$ 26,200.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - GUARDIANSHIP SERVICES BOARD	25087023 - 5335	\$ 5,400.00
R2601048	ENTERPRISE FM TRUST	VEHICLE LEASES - REGIONAL SEWER	66211900 - 5335	\$ 185,000.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - AUDITOR	10010101 - 5325	\$ 1,500.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - COMMISSIONERS	10011101 - 5325	\$ 3,100.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - RECORDS CENTER	10011103 - 5325	\$ 700.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - FACILITIES	10011105 - 5325	\$ 600.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - HUMAN RESOURCES	10011108 - 5325	\$ 1,500.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - BUILDING SAFETY	10011301 - 5325	\$ 1,200.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - EMS	10011303 - 5325	\$ 1,400.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - PROSECUTOR	10012101 - 5325	\$ 3,200.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - BOE	10016101 - 5325	\$ 21,500.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - CLERK OF COURTS	10020201 - 5325	\$ 6,000.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - DOMESTIC RELATIONS	10023201 - 5325	\$ 3,600.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - COMMON PLEAS	10025201 - 5325	\$ 2,000.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - JUVENILE COURT	10026201 - 5325	\$ 6,600.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - SHERIFF	10031301 - 5325	\$ 9,900.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - JAIL	10031303 - 5325	\$ 4,300.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - VETERANS SERVICES	10062601 - 5325	\$ 1,300.00

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026

R2601059	PERRY PROTECH INC	COPIER CONTRACT - PUBLIC DEFENDER	10083801 - 5325	\$ 2,900.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - AUDITOR REA	20110105 - 5325	\$ 2,300.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - AUDITOR GIS	20110106 - 5325	\$ 500.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - DOG SHELTER	20411305 - 5325	\$ 175.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - LAW LIBRARY	20683201 - 5325	\$ 800.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - ECONOMIC DEVELOPMENT	21011113 - 5325	\$ 450.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - 911	21411306 - 5325	\$ 800.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - JFS	22411605 - 5325	\$ 3,700.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - CSEA	23711630 - 5325	\$ 2,000.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - RECORDER	24113102 - 5325	\$ 2,700.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - CLERK OF COURTS NP	24820102 - 5325	\$ 550.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - GUARDIANSHIP SERVICES BOARD	25087023 - 5325	\$ 250.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - ADULT COURT SERVICES	25622303 - 5325	\$ 2,200.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - ENGINEER	29214001 - 5325	\$ 2,000.00
R2601059	PERRY PROTECH INC	COPIER CONTRACT - REGIONAL SEWER	66211900 - 5325	\$ 2,800.00
R2601108	VARIOUS JFS CCMEP	CCMEP VARIOUS SERVICES	22311611 - 5348	\$ 20,000.00
R2601108	VARIOUS JFS CCMEP	TANF CCMEP VARIOUS SERVICES	22411603 - 5348	\$ 15,000.00
R2601113	COMMISSIONERS	COST ALLOCATION	22411605 - 5380	\$ 583,105.08
R2601123	PROPIO LS LLC	TRANSLATION & INTERPRETATION	22411605 - 5301	\$ 6,000.00
R2601126	PCSAO ACCTS REC	MEMBERSHIP DUES	22411605 - 5308	\$ 15,000.00
R2601126	PCSAO ACCTS REC	MEETINGS CONFERENCES	22411605 - 5305	\$ 1,980.00
R2601126	PCSAO ACCTS REC	OHIO START	22511607 - 5305	\$ 500.00
R2601141	T-MOBILE	CELL PHONES	22411605 - 5330	\$ 15,000.00
R2601141	T-MOBILE	CELL PHONES	70161603 - 5330	\$ 1,600.00
R2601193	OHIO STATE UNIVERSITY	MEDICAL DIRECTOR SERVICES	10011303 - 5301	\$ 60,000.00
R2601193	OHIO STATE UNIVERSITY	MEDICAL DIRECTOR SERVICES	21711326 - 5301	\$ 5,000.00
R2601238	HAAS INC	SUBSCIP R2V AND R2R	10011303 - 5320	\$ 6,282.00
R2601246	GEER GAS CORPORATION	OXYGEN SUPPLIES	10011303 - 5335	\$ 6,000.00
R2601252	COMMERCE CONTROLS INC	SCADA SERVICES	66211900 - 5301	\$ 22,340.50
R2601254	ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	10011303 - 5244	\$ 12,000.00
R2601258	AECOM TECH SERVICES INC	LIBERTY HILLS SEWER REHAB DESIGN - RESOLUTION	66611900 - 5415	\$ 400,000.00
R2601263	OHIOHEALTH CORPORATION	CERT EXERCISE PHYSIO 07 01 25-06 30 26	10011303 - 5301	\$ 51,139.62
R2601265	BLACK & VEATCH CORP	RESOLUTION 18-606	66711900 - 5410	\$ 92,468.32
R2601266	AMERICAN ELECTRIC POWER	ELECTRIC SVCS	10011303 - 5338	\$ 30,000.00
R2601267	COLUMBIA GAS OF OHIO	GAS SVCS	10011303 - 5338	\$ 10,000.00
R2601269	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SVCS	10011303 - 5338	\$ 8,000.00
R2601270	OHIO EDISON CO	ELECTRIC SVCS	10011303 - 5338	\$ 8,000.00
R2601271	BLACK & VEATCH CORP	RESOLUTION 25-349	66711900 - 5410	\$ 415,976.69
R2601273	PHOENIX SAFETY OUTFITTERS	EMS UNIFORMS	10011303 - 5225	\$ 100,000.00

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026

R2601275	BLACK & VEATCH CORP	RESOLUTION 25-350	66711900 - 5415	\$ 837,450.15
R2601278	BURGESS AND NIPLE INC	ASSET MANAGEMENT SERVICES - RESOLUTION 25-403	66211900 - 5301	\$ 19,988.86
R2601281	CDM SMITH INC	BIOSOLIDS MASTER PLAN - RESOLUTION 25-875	66611900 - 5410	\$ 856,932.30
R2601286	CDM SMITH INC	2025 SEWER REHAB PROJECTS - DESIGN	66611900 - 5415	\$ 12,500.00
R2601292	CDM SMITH INC	RESOLUTION 22-1116	66611900 - 5415	\$ 7,468.50
R2601296	EDGE AI SOLUTIONS INC	PIPE DREAM SOFTWARE SUBSCRIPTION	66211900 - 5321	\$ 24,000.00
R2601297	VERIZON	CELLULAR TELEPHONE AND DATA	10011301 - 5330	\$ 17,350.00
R2601299	FIRST COMMONWEALTH BANK	LOCKBOX SERVICES	66211900 - 5328	\$ 10,000.00
R2601301	GEOSYNTEC CONSULTANTS INC	INDUSTRIAL PRETREATMENT SUPPORT SERVICES	66211900 - 5301	\$ 19,058.75
R2601303	IMET CORPORATION	LEASE OF IMET MODULES	66211900 - 5335	\$ 18,000.00
R2601304	MS CONSULTANTS INC	PACKAGE PLANT UPGRADES PROJECT - RESOLUTIONS	66611900 - 5410	\$ 229,071.07
R2601306	KE WA PA SALES INC	OPERATING SUPPLIES	66211900 - 5201	\$ 7,200.00
R2601306	KE WA PA SALES INC	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 300.00
R2601307	MS CONSULTANTS INC	DESIGN-RESOLUTION 22-693	66611900 - 5410	\$ 102,053.40
R2601308	BONDED CHEMICALS INC	CHEMICALS	66211900 - 5290	\$ 95,000.00
R2601322	PETERSON CONSTRUCTION CO	STAGE - RESOLUTION 25-1001	66711900 - 5410	\$ 30,930.00
R2601326	PETERSON CONSTRUCTION CO	PROJECT - RESOLUTION 25-643 - GMP 1	66611900 - 5410	\$ 321,101.20
R2601329	TREASURER,DELAWARE COUNTY	UPGRADES - GMP 1 - RESOLUTION 25-643	66611900 - 5410	\$ 7,866.80
R2601338	PETERSON CONSTRUCTION CO	PACKAGE PLANT UPGRADES PROJECT - RESOLUTION	66611900 - 5410	\$ 4,390,361.08
R2601345	PETERSON CONSTRUCTION CO	RESOLUTIONS 23-247 AND 24-27	66611900 - 5410	\$ 33,406.00
R2601374	SAMSARA INC	SAMSARA SOFTWARE SERVICE FOR GPS FLEET MONITORING	66211900 - 5321	\$ 25,707.75
R2601375	SMARTBILL LTD INC	BILLING SERVICES - PRINT MAIL IMAGE	66211900 - 5313	\$ 21,000.00
R2601376	VISU-SEWER OF OHIO LLC	EAST ALUM CREEK INTERCEPTOR REHAB - RESOLUTION	66611900 - 5415	\$ 980,215.20
R2601378	TREASURER,DELAWARE COUNTY	RETAINAGE - EAST ALUM CREEK INTERCEPTOR REHAB	66611900 - 5415	\$ 40,842.30
R2601379	RITE-WAY COMPLIANCE GROUP LLC	FOG BMP SOFTWARE SUBSCRIPTION	66211900 - 5321	\$ 6,126.91
R2601385	BISHOP UNLIMITED INC	RETREAT AREA SEWER REHAB PROJECT	66611900 - 5415	\$ 50,000.00
R2601386	PETERSON CONSTRUCTION CO	TROTTERS GAIT PUMP STATION IMPROVEMENTS -	66611900 - 5410	\$ 397,700.00
R2601387	HAZEN AND SAWYER PC	PROJECT - RESOLUTION 25-1047	66611900 - 5410	\$ 253,600.00
R2601389	RODMAN,JOHN A	NORRIS RUN DITCH CLAIM PAYMENT	40311460 - 5319	\$ 9,254.00
R2601396	HONEYWELL INTERNATIONAL INC	HVAC ROOFTOP REPLACEMENT - JAIL	40111402 - 5410	\$ 6,210.00
R2601400	WILSON LAWN & FIELD SERVICES LLC	LAWN MOWING	10011105 - 5325	\$ 68,750.00

Vote on Motion

Mr. Merrell Aye

Mr. Benton Aye

Mrs. Lewis Aye

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026**

4

RESOLUTION NO. 26-20

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM
AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING
ANNEXATION OF 5.00 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF
DELAWARE:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to acknowledge that on January 6, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 5.00 acres of land from Berlin Township to the City of Delaware.

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

5

RESOLUTION NO. 26-21

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve the following: The Data Center is requesting that Jason Montgomery attend the Hyland User Conference, in Kissimmee, FL on May 30–June 2, 2026, at the cost of \$4,210.00.

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

6

RESOLUTION NO. 26-22

**IN THE MATTER OF AFFIRMING THE CELEBRATION OF DR. MARTIN LUTHER KING, JR.
DAY IN DELAWARE COUNTY:**

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

WHEREAS, on January 19, 2026, our nation and our community here in Delaware County gather to observe the holiday that commemorates the life and legacy of Dr. Martin Luther King, Jr.; and

WHEREAS, we, the Board of Delaware County Commissioners, affirm this as a day when we come together as a nation and celebrate the principles of equality and justice that make us uniquely American; and

WHEREAS, we honor the sacrifices that Dr. King made in his lifetime and that so many Americans continue to make today in their work to ensure that all Americans, regardless of their differences, have access to the same rights and opportunities; and

WHEREAS, we renew our commitment to honoring Dr. King's famous dream that his children would "one day live in a nation where they will not be judged by the color of their skin, but by the content of their character."

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners, Delaware County, Ohio, do hereby affirm and encourage all citizens to join us in the observation of Dr. Martin Luther King, Jr. Day in Delaware County.

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

7

RESOLUTION NO. 26-23

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES:**

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

WHEREAS, the Delaware County Board of Developmental Disabilities (the "DCBDD") is the body existing, pursuant to Chapter 5126 of the Revised Code, to administer and provide developmental disability services within Delaware County; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") shall appoint individuals to the DCBDD, pursuant to section 5126.021, *et seq.*, of the Revised Code; and

WHEREAS, a seat on the DCBDD occupied by Michael Fulton, the term for which expires December 31, 2028, was vacated on November 17, 2025; and

WHEREAS, the Board caused a notice of the vacancy to be published on at least two separate dates in one or more newspapers serving Delaware County, as required in section 5126.027 of the Revised Code; and

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026**

WHEREAS, Kimberly Mann has applied for appointment to the DCBDD, has submitted the required declaration of eligibility, and is not otherwise term-limited or disqualified from appointment; and

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

Section 1. The Board hereby appoints Kimberly Mann as a member of the DCBDD for the unexpired term ending December 31, 2028, in accordance with section 5126.027 of the Revised Code.

Section 2. The appointment shall be effective immediately upon adoption of this Resolution.

Section 3. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution and a copy of the declaration of eligibility to the Superintendent of the DCBDD.

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

8

RESOLUTION NO. 26-24

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY FOR THE 2026 FISCAL YEAR:

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

New Organization Keys	
23011717	Urban CDBG FY25

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

9

RESOLUTION NO. 26-25

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
52611145-5319	BR DI Scott Lateral/Reimbursements-Refunds	2,978.53

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

10

RESOLUTION NO. 26-26

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

It was moved by Mrs. Lewis, 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 2026 requested budget, the Delaware County Clerk of Courts included appropriations to transfer \$155,500 within the Clerk's Certificate of Title Administration Fund to the County General Fund in support of one courthouse Sheriff Deputy, and this budget request was included in the 2026 appropriation measure as approved by the Delaware County Board of Commissioners (the "Board") on November 24, 2025; and

WHEREAS, the Clerk of Courts has confirmed that the amount of \$155,500 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 Sheriff 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 an excess in the amount of \$155,500 may be transferred to the County General Fund for the purpose of offsetting the cost of one courthouse Sheriff Deputy.

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026**

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

Transfer of Funds			
From:	To:		
24820101-5801	10011102-4601		155,500.00
Title Administration/Interfund Cash Transfer	Commissioners General/Interfund Revenues		

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

**11
RESOLUTION NO. 26-27**

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell, 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 Chadwick Smith:

Appointing Authority:	Commissioners
Office/Department:	Economic Development

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 Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**12
RESOLUTION NO. 26-28**

IN THE MATTER OF APPROVING A PROJECT CONFIRMATION LETTER AND LINE EXTENSION AGREEMENT WITH COLUMBIA GAS OF OHIO, INC. FOR 2104 ST. RT 521:

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

WHEREAS, the Director of Facilities recommends approval of a project confirmation letter and line extension agreement with Columbia Gas of Ohio, Inc. for the project at 2104 St. Rt 521;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the project confirmation letter and line extension agreement with Columbia Gas of Ohio, Inc. for the project at 2104 St. Rt 521, as follows:

Project Confirmation Letter

Effective Date: January 06, 2026
Project Name: Delaware Admin Building 2104 St Rt 521
Project ID: 274310

Dear Delaware County Commissioners:

Columbia Gas of Ohio, Inc. (Columbia) has reviewed your request for natural gas service to serve your proposed project. As the Applicant, please closely review the attached natural gas load sheet that was provided to Columbia regarding your proposed project located at 2104 SR521, Delaware, OH to confirm its accuracy.

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026

Based on the Applicant provided load sheet, Columbia has completed a cost benefit analysis and determined that the project requires a customer aid to construction payment of \$ 115,018.80. Columbia reserves the right to cancel its approval of the project and complete a new cost benefit analysis if all necessary contracts have not been executed and exchanged within thirty (30) days of the Effective Date.

In addition should any of the Applicant project information be incorrect or change, please immediately contact Todd Schwarz at 614-506-7023. Corrections or changes may necessitate a new cost benefit analysis be completed and thus result in modifications to contract terms and Applicant's required aid to construction payment.

Based on the Applicant information and subject to the Applicant's timely execution of necessary contracts (e.g., Line Extension Agreement, Aid to Construction Agreement, etc.), Columbia approves the project concerning the construction and installation of natural gas facilities. Applicant acknowledges that until Columbia has acquired all necessary permits and easements, required contracts have been executed, and any required Applicant contribution has been paid, Columbia has no obligation to commence any construction related activities.

If you wish to proceed with the project, please have an authorized representative of the Applicant sign and return this letter.

Customer Signature
 Customer Name (print)
 Title
 Date

Sincerely,
 Columbia Gas Signature
 Todd Schwarz
 Columbia Gas of Ohio, Inc. Name (print)
 Title Sr. Project Manager
 Date 1/06/2026

COLUMBIA GAS OF OHIO, INC.
LINE EXTENSION AGREEMENT COMMERCIAL/INDUSTRIAL

THIS AGREEMENT, entered into as of the 6th day of January 2026 ("Effective Date"), by and between Columbia Gas of Ohio, Inc. ("Columbia"), with offices located at 290 W Nationwide Blvd, Columbus, Ohio 43215 and Delaware County Commissioners ("Applicant"), located at 2104 SR521, DELAWARE, Ohio, 43015 represents the full and complete understanding between Columbia and the Applicant under which Columbia will construct, install and/or improve certain facilities at, near, or necessary to provide natural gas service availability to Applicant's facility known as Delaware Admin Building 2104 St Rt 521, located in DELAWARE, Ohio (the "Project" or "Project Area"), in accordance with the plans currently on file with Columbia.

WITNESSETH:

WHEREAS, Applicant is developing and constructing the Project and Applicant desires that natural gas service be made available to the Project Area; and,

WHEREAS, Columbia is a natural gas utility operating within the State of Ohio and is willing to extend natural gas service availability to the Project Area, subject to the terms and conditions below: and

WHEREAS, construction, installation, and/or improvement of facilities are necessary in order for Columbia to make natural gas service available to the Project Area; and

WHEREAS, Applicant understands that payment shall be made by Applicant to Columbia (the "Deposit") for the costs of construction, installation and/or improvements of the facilities that are not deemed economically justified at Columbia's expense, based on a cost-benefit study using information provided by Applicant.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the terms and conditions as set forth herein, and intending to be legally bound, do hereby agree as follows:

1. Contingent on Columbia acquiring all easements and right of ways required for the installation or improvement of the gas distribution system necessary to provide natural gas service to the Project Area, Columbia agrees to construct, install and/or improve certain natural gas facilities determined by Columbia to be necessary in order to provide the requested natural gas service to Applicant (the "Facilities"). Such work includes the extension by Columbia of its natural gas distribution main ("Main Extension") approximately 2464 feet to the geographic area of the Project in accordance with the plans on file in Columbia's office.
2. The Facilities (e.g., Main Extension, all gas pipes, services, meters, regulators and fittings up to the outlet side of the meter) when built shall be and remain the property of Columbia. This provision shall survive termination of this Agreement.
3. Applicant agrees to pay to Columbia \$ 115,018.80 as a Deposit, prior to such time as Columbia

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026

begins to construct, install and/or improve the Facilities. The Deposit is for Facilities which are not deemed economically justified at Columbia's expense, based on a cost-benefit study using information provided by Applicant.

4. Columbia has no obligation to initiate scheduling of construction, installation and/or improvement of the Facilities unless and until such time as the aforementioned Deposit has been paid and this Agreement has been executed and timely returned to Columbia. Additionally, Columbia has no obligation to initiate scheduling of construction and/or installation of any portion of the Facilities until such time as the work will not impair the operation of Columbia's gas distribution system or its service to its customers. Columbia, at its discretion, may delay its performance under this Agreement and, in such event, Columbia shall provide Applicant notice either before or after such delay occurs.

5. Refund of the Deposit will be made to Applicant in accordance with the following conditions:

i. No amount shall be refunded and no refund obligation shall exist on account of any current Columbia customer unless otherwise determined by Columbia. The refund calculation shall take into account residential development and commercial/industrial usage served directly from the Main Extension (i.e., via a service line), in accordance with the methodology as set forth below. The refund calculation shall not apply to any customer served by or from laterals or further extensions of the Main Extension.

ii. Refunds will occur on an annual basis, beginning twelve months after the Effective Date of this Agreement, for a period not to exceed seven (7) years, from the Effective Date. For customers served under any schedule except small general service and the associated small general service transportation rate schedules, Columbia will refund to the Applicant an amount equal to the incremental volumes sold or transported directly from the Main Extension (i.e., via a service line, but not through laterals or further extensions of the Main Extension), which are over and above those volumes used to determine the portion of the distribution Main Extension to be done at Columbia's expense multiplied by Columbia's applicable base rate charges. The annual volumes used to determine the portion of distribution Main Extension to be done at Columbia's expense are 1472 Mcf. For customers served on the small general service rate schedule and associated small general service transportation rate schedules, Columbia will refund to the Applicant an amount equal to Columbia's Monthly Delivery Charge multiplied by the number of months in that year that such customer(s) were served directly off of the Main Extension.

iii. In no event shall any amount in excess of the total Deposit paid to Columbia be refunded to Applicant.

6. Termination:

i. If this Agreement is terminated for any reason prior to completion of the Facilities, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination, and Columbia may deduct any and all costs related to this Agreement and the cost of Facilities that it has incurred or obligated, up to the effective date of termination, from the Deposit. Columbia does not waive any other rights in law or equity it may have as a result of the termination of this Agreement. No refunds, as provided for in Section 5, shall be due to Applicant in the event of a termination pursuant to this Section 6.

ii. This Agreement shall automatically terminate upon the occurrence of any of the following events:

- a. Columbia has refunded the entire amount referred to in Section 3; or
- b. Seven (7) years have elapsed from the Effective Date of this Agreement; or
- c. Applicant discontinues or requests the discontinuance of natural gas service to the Project; or
- d. Termination of natural gas service to the Project by Columbia for Applicant's default under this Agreement; or
- e. Termination of natural gas service to the Project by Columbia for any reason permitted under the Columbia's Tariff, including, but not limited to, Applicant's failure to timely pay invoices for gas service; or
- f. Applicant refuses natural gas service to the Project; or
- g. Applicant becomes insolvent; subject to applicable law institutes or has instituted against it bankruptcy, insolvency, reorganization, liquidation, and/or any other debt adjustment proceedings; or makes an assignment for the benefit of creditors.

iii. It is anticipated by the parties that Applicant will make the Project site ready for Columbia's construction of its Main Extension within 18 months of the Effective Date. Subject to the other provisions of this Agreement, it is anticipated that Columbia shall begin its work hereunder within a

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026**

commercially reasonable time after Applicant has made the Project site ready for Columbia. Columbia on 10 days written notice may terminate this Agreement if Applicant abandons the Project or fails to timely construct or develop the Project.

7. Applicant agrees that, unless otherwise required by law or order of any governmental body having jurisdiction over Columbia, Columbia shall not be required to pay interest, carrying charges, or any other amounts arising out of or related to the payment made pursuant to Section 3.
8. No provision of this Agreement shall be binding upon either party unless both parties have executed and exchanged fully executed copies of this Agreement within 30 days of Columbia providing this Agreement to Applicant for execution. Unless the parties otherwise agree in writing, it is a condition precedent to the effectiveness of this Agreement that Applicant shall pay to Columbia the Deposit at the same time as the submittal of this Agreement or a date agreeable to both parties. Failure to make such payment may, at Columbia's option, result in termination of this Agreement.
9. Any payment obligation of either party arising pursuant to this Agreement shall survive the termination of this Agreement.
10. Applicant may not assign this Agreement without express prior written consent from Columbia.
11. Applicant agrees to enter into a Right of Way Agreement with Columbia in which Applicant shall grant to Columbia all necessary easements or rights of way on property owned or controlled by Applicant at no cost to Columbia. Applicant warrants that it is the sole fee simple owner of the Project premises and has the necessary authority to grant any necessary easements or rights of way on said premises. Applicant shall also use its best efforts to assist Columbia in acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or alley. Applicant understands and agrees that Columbia shall not be obligated to construct the Facilities and this Agreement shall be terminated at the discretion of Columbia if: (i) Applicant fails to enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain such third party easements or rights of way upon terms and conditions (including cost) mutually agreeable to Columbia and such third party property owner(s). In the event of such termination, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination.
12. The failure of either party to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to any other breach or a later breach of a similar or different nature.
13. Columbia may suspend this Agreement and/or renegotiate the terms of this Agreement, due to conditions beyond Columbia's commercially reasonable control; adverse digging or soil conditions (e.g. rock, hazardous materials, etc.); financial, labor, material and other resource constraints; or delay or denial of necessary approvals or permits. If the parties do not reach mutual agreement on renegotiated terms within thirty (30) days, Columbia may terminate this Agreement. In the event of such termination, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination. In no event shall Columbia be liable for any lost profits, indirect, consequential, punitive, or special damages, by reason of any services performed, or undertaken to be performed hereunder. Columbia is not responsible for losses of any kind suffered by Applicant or any third party resulting from work delays or cancellation, or refusal by a governmental entity to issue any necessary permit or approval, or resulting from events beyond its reasonable control.
14. Applicant, at its own expense, shall (i) respond to reasonable requests to provide all necessary information describing the physical characteristics of the property where Columbia will be conducting its work hereunder including surveys, site elevations, legal and other required descriptions, information about existing conditions, sub-surface and environmental studies, reports, investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines, electric lines, propane tanks and lines, etc.) owned by the Applicant and/or others at or about the property where Columbia will be conducting its work hereunder; (iii) notify Columbia of any condition on or about the property where Columbia will be conducting its work hereunder, of which the Applicant is aware, which could affect the work contemplated hereunder; and (iv) cooperate with Columbia so that Columbia may complete its work hereunder. Columbia shall not be obligated to construct and install the Main Extension or other elements of the Facilities, and this Agreement shall be terminated at the reasonable discretion of Columbia if Applicant fails to satisfy its obligations as set forth in this Section 14. In the event of such termination, Applicant shall be responsible for all commercially reasonable costs expended or obligated by Columbia at the time of termination.
15. This Agreement, along with Columbia's Tariff on file with the Public Utility Commission of Ohio ("PUCO"), as may be amended from time to time, (which is hereby incorporated by reference into this Agreement) contains the full and complete understanding of Columbia and Applicant as to payment for the Facilities and supersedes any prior understandings, commitments, agreements and

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026**

authorizations, whether oral or written, regarding the Facilities or payment therefor; no other representations or promises regarding the Facilities, written or oral, shall survive the execution hereof. To be effective, any modifications to this Agreement shall be in writing and duly executed by both parties. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Columbia reserves and preserves all rights under applicable law. All disputes between the parties, questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the applicable laws of the State of Ohio without regard to its conflict of laws rules. Any claim or action between the parties or arising under or relating to this Agreement or the natural gas service provided to the Project shall be brought and heard only in a court of competent jurisdiction located in Ohio. No provision of this Agreement shall be interpreted more or less favorably towards a party because its counsel drafted all or a portion hereof. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, such provision shall be deemed modified so as to be no longer invalid, and all of the remaining provisions of this Agreement shall remain in full force and effect. Headings and captions are for reference only and do not define, interpret or limit the scope or content of this Agreement and shall be given no effect in the interpretation of this Agreement. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. This Agreement may be executed in counterparts, each of which counterparts, when executed and delivered (including by facsimile, pdf, or other electronic transmission), shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, electronic and pdf signatures shall be as legally binding and considered in all manner and respects as original signatures.

16. If any conflict arises between the language of this Agreement and the language of Columbia's approved PUCO Tariffs, the language of the Tariffs shall prevail. This Agreement shall not modify any obligation of Applicant or Columbia under the applicable and presently effective provisions of Columbia's Tariff for natural gas service to the Project.

IN WITNESS WHEREOF, Columbia and Applicant have caused this Agreement to be duly executed by their authorized representatives identified below, as of the Effective Date.

(A copy of the line extension agreement and guide exhibits and has been submitted to the Clerk and shall be retained in accordance with the applicable records retention schedule.)

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

**13
ADMINISTRATOR REPORTS**

CA Davies – attended the TID meeting on 01/14, gave updates to current and future projects. She also attended the DCFA meeting on 01/14.

DCA Huston and Attorney Hochstettler – Nothing to report.

**14
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis – congratulated Child Support Department on receiving many State Awards.

Commissioner Merrell – attended the DCFA meeting on 01/14. He will be attending the Chamber Township meeting today along with the other two Commissioners.

Commissioner Benton – gave an update that Justin Nahvi, Finance Director, is working on refinancing County Bonds to achieve a huge savings on interest to County.

**15
RESOLUTION NO. 26-29**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

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

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 15, 2026**

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 Pending or Imminent Litigation.

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

**16
RESOLUTION NO. 26-30**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners