

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 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. 26-185

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 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.

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 26-186

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0318 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0318:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0318, Procurement Card Payments in batch number PCAPR0318, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2601551 (FFP Various Reim.)	Family Children's First	77361612-5348	\$23,700.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2602451	DELAWARE AUTO SALES LLC	CRUISER HIT DEER AND SIGN 3-1-26	60111901 - 5370	\$ 5,104.69
R2602484	BISHOP UNLIMITED INC	REPAIR OF FORCEMAIN	66211900 - 5328	\$ 5,915.50
R2602527	HEALTH DEPARTMENT	LITTER GRANT - EXCESS FUNDS	22111502 - 5365	\$ 7,926.69
R2602539	FISHEL DOWNEY ALBRECHT &	LEGAL SERVICES	10011102 - 5361	\$ 45,000.00
R2602551	TREASURER, STATE OF OHIO	STATION	66711900 - 5410	\$ 15,100.00

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

4
RESOLUTION NO. 26-187

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MOLLY GWINN, REQUESTING ANNEXATION OF 15.827 ACRES OF LAND IN BROWN TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on February 20, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Molly Gwinn, agent for the petitioner, requesting annexation of 15.827 acres, more or less, from Brown Township to the City of Delaware; and

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WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Berlin;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 15.827 acres, more or less, from Brown Township to the City of Delaware.

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

**5
RESOLUTION NO. 26-188**

IN THE MATTER OF A NEW LIQUOR LICENSE FROM NEWGEN RACQUET CLUB, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D1 and D2 license from NewGen Racquet Club, located at 6853 Green Meadows Drive, Orange Township, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**6
RESOLUTION NO. 26-189**

IN THE MATTER OF APPROVING THE NATIONAL OPIOID SETTLEMENTS WITH VARIOUS PHARMACEUTICAL DISTRIBUTORS AND DISPENSERS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE PARTICIPATION FORM FOR THE SETTLEMENT:

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

WHEREAS, the County of Delaware, Ohio (the “County”) is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities, including the County, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the County is engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance and has a desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance; and

WHEREAS, a national consortium of local governments has agreed to a settlement with Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) to resolve governmental entity claims; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) wishes, on behalf of the County, to agree to the material terms of the proposed National Opioid Settlement Agreement (the “Settlement”) and formally authorize the County’s participation therein;

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

Section 1. That the Board hereby approves the Settlement on behalf of the County, pursuant to the terms of the settlement agreement.

Section 2. That the Board hereby approves and authorizes the County Administrator to execute Participation Form for the Settlement on behalf of the Board and the County.

Section 3. That it is found and determined that all formal actions of the Board relating to the adoption of this

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Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

7

RESOLUTION NO. 26-190

IN THE MATTER OF APPROVING COMPENSATION FOR ATTORNEYS APPOINTED BY THE HUMANE SOCIETY OF DELAWARE COUNTY TO PROSECUTE VIOLATIONS OF LAW RELATING TO THE PREVENTION OF CRUELTY TO ANIMALS:

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

WHEREAS, the Humane Society of Delaware County (“HSDC”) is a county humane society duly organized, operating, and serving Delaware County, Ohio, in accordance with Chapter 1717 of the Revised Code; and

WHEREAS, pursuant to section 2931.18 of the Revised Code, a humane society may appoint an attorney, and may also appoint one or more assistant attorneys, to prosecute violations of law relating to the prevention of cruelty to animals; and

WHEREAS, attorneys so appointed shall be paid out of the county treasury, from the general fund of the county or from the dog and kennel fund of the county, in an amount approved as just and reasonable by the board of county commissioners of that county; and

WHEREAS, HSDC has appointed attorneys, pursuant to section 2931.18 of the Revised Code, and the Delaware County Board of Commissioners (the “Board”) wishes to establish the compensation for the attorneys so appointed;

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

Section 1. The Board hereby approves compensation for attorneys appointed by HSDC, pursuant to section 2931.18 of the Revised Code, at the rate of \$75.00 per hour, finding and determining that the amount approved is just and reasonable. The compensation approved herein shall apply to all appointments made on or after February 3, 2026.

Section 2. The Board hereby directs the Clerk to certify a copy of this Resolution to HSDC.

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

8

RESOLUTION NO. 26-191

IN THE MATTER OF CONFIRMING THE REALLOCATION OF SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF THE REALIGNED HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, on November 24, 2014, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 14-1374, proceeding with the construction of the realigned Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio (the “Improvement”) and apportioning the cost of the Improvement in accordance with section 5555.41(D) of the Revised Code; and

WHEREAS, on July 18, 2016, the Board adopted Resolution No. 16-693, levying special assessments for the construction of the Improvement, based on the County Engineer’s certified total construction cost of \$1,809,774.69; and

WHEREAS, on February 6, 2025, the Board adopted Resolution No. 25-94, confirming the special assessments for the construction of the Improvement as a result of the assessed property being split and subdivided; and

WHEREAS, one of the parcels listed in Resolution No. 25-94 has been split, and the Board desires to reallocate the special assessments to the successor parcels;

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

Section 1. The Board hereby confirms the special assessments for the cost and expense of the Improvement, in proportion to the special benefits to the real estate to be assessed, upon the lots and lands as follows:

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Parcel ID	Acres	Apportionment	Annual
31823002001005	13.379 acres	15.94%	\$4,809.14
31823002001006	12.097 acres	14.42%	\$4,348.32
31823002001002	5.432 acres (net)	6.47%	\$1,951.54

The remaining balance of the cost and expense of the Improvement not assessed herein, or collected through prior assessments, shall be paid out of county funds, in accordance with section 5555.41(D) of the Revised Code. In the event the lots and lands assessed herein are further split or subdivided, the Board shall reallocate the assessments in proportion to the acreage of each successor parcel.

Section 2. The special assessment against each parcel shall be payable in annual installments, payable semiannually at the time real estate taxes in Delaware County are payable. The special assessments shall be certified to the Delaware County Auditor to be placed on the special duplicate for the first tax year in which the successor parcels appear on the tax list and collected as taxes are collected, continuing through tax year 2035, collected in 2036.

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor.

Section 4. The Clerk of the Board is hereby directed to deliver a certified copy of this Resolution by certified mail to the owner of the parcels to be assessed.

Section 5. This Resolution shall take effect immediately upon adoption.

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

9

RESOLUTION NO. 26-192

IN THE MATTER OF APPROVING AN AGREEMENT FOR ELECTRICAL SERVICE WITH CONSOLIDATED COOPERATIVE FOR 2104 STATE ROUTE 521:

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

WHEREAS, the Director of Facilities recommends approval of an agreement for electrical service with Consolidated Cooperative for the project at 2104 State Route 521;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the agreement for electrical service with Consolidated Cooperative for the project at 2104 State Route 521, and authorizes the County Administrator to execute the following on behalf of the Board:

AGREEMENT FOR ELECTRIC SERVICE

This Agreement made as of March 12, 2026, between Consolidated Cooperative (hereinafter called "Consolidated"), and the Delaware County Board of Commissioners (hereinafter called "County") with offices located at 91 North Sandusky Street, Delaware, OH 43015.

WITNESSETH:

WHEREAS, Consolidated is an electric company organized under the laws of the State of Ohio engaged in the business of selling electric power and energy with its principal places of business in Delaware and Morrow Counties, Ohio; and

WHEREAS, County is the owner of land located at 2104 State Route 521, Delaware, Ohio, 43015, within Delaware County, Ohio, and

WHEREAS, County is the duly authorized representative of Delaware County, a political subdivision under the laws of the State of Ohio, doing business in the State of Ohio; and

WHEREAS, Consolidated desires to sell and County desires to purchase electric power and energy upon the terms and conditions of Consolidated and hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. County shall become a member of Consolidated and be bound by such rules and regulations as may from time to time be adopted by Consolidated, including without limitation Consolidated's Terms and Conditions of Service (hereinafter, "Terms"), which are attached hereto as Exhibit A as they exist at the time of this Agreement and are incorporated herein by reference and made part of this Agreement.
 - A. The Terms apply to all Consolidated members are subject to regular review. The Terms may, from time to time, be amended, and such amendments shall be incorporated into this Agreement. The most current Terms will be available upon request, and shall be considered part of this Agreement on the

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date they are approved by Consolidated's Board of Trustees as noted in the minutes of the meeting at which they are approved.

2. Consolidated shall sell and deliver to County, and County shall purchase, electric power and energy from Consolidated according to the Terms and any additional terms and conditions specified herein, and will be billed according to a rate schedule in effect for which County's usage characteristics qualify (hereinafter, "Rates").
 - A. The structure and the billing rates for all rate schedules apply to all members of a given class of characteristics, and are subject to periodic review and amendment.
 - B. As specified in Paragraph 25 of the Terms, County will be solely responsible for the selection of a qualifying rate schedule if more than one rate schedule could apply. Consolidated will notify all members of adjustments and amendments to its rate schedules using any or all of its normal communications methods, including but not limited to the magazine (currently, "Ohio Cooperative Living") that is mailed to all members, notices included with bills, and varying social media.
 - C. At the time of this Agreement, Consolidated recommends and County selects the General Service Large Power Primary, "LPP" Rate Schedule, attached hereto as Exhibit B, based upon representations made by County or its agents regarding County's expected usage characteristics.
3. This agreement shall become effective as of March 12, 2026 and shall remain in effect until five (5) years following the start of the initial billing period. Thereafter, this agreement shall be renewed automatically for successive terms of one (1) year each until terminated by either party giving the other notice in writing of its intention to terminate not less than three (3) months prior to the expiration of the initial term or any succeeding term. Consolidated reserves the right to discontinue service as set forth in Paragraph 23 of the Terms.
4. Service hereunder shall be delivered at three-phase, 12470/7200 volts, and metered at that same voltage. Consolidated will provide and maintain the necessary connections, transformers, meters, and other apparatus which may be required for the provision of electric service hereunder and for the proper measurement of and protection to its service. All such apparatus shall be owned, operated, and maintained by Consolidated. The point at which electric service is delivered by Consolidated to County, to be known as the "delivery point," shall be where County's facilities connect to Consolidated's facilities.
5. County understands and agrees that the Terms in effect at the time this Agreement is signed contain details regarding the following highlighted subjects and other matters not so highlighted.
 - A. County's and Consolidated's liabilities and limits to liabilities,
 - B. Billings and payments,
 - C. Metering and meter accuracy,
 - D. Quality and reliability of service,
 - E. County's responsibility to not allow its operations of its equipment or systems to interfere with Consolidated's quality or reliability of service to others.
6. Consolidated shall not be liable for any loss, injury, or damage resulting from County's use of County equipment or occasioned by the electric power and energy furnished by Consolidated beyond the delivery point. Consolidated's limitation of liability as set forth in the Terms includes, but is not limited to any claims for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of Consolidated. Consolidated shall further not be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to County is delayed; and provided further that the failure of County to receive electric power and energy because of any of the aforesaid conditions shall not relieve the County of its obligations to make payments to Consolidated as provided herein.
7. Consolidated may, at its sole discretion, choose not to enforce or to reduce the adverse impact on County from any terms, conditions, or rates specified in this Agreement. The failure of Consolidated to enforce or enforce fully any of its rights within this Agreement at any time shall not constitute a waiver by Consolidated or prevent it from enforcing fully any such rights in the future.
8. County may not sell or transfer to others the electric power and energy purchased hereunder without the prior written permission of Consolidated.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns; provided, however, that this agreement shall not be assigned by County without prior written notice to Consolidated. County may assign this Agreement to a purchaser of the Premises without the consent of Consolidated, provided written notice is furnished to Consolidated.
10. This Agreement, including the Terms and all attachments hereto, constitutes the final, complete and exclusive agreement between Consolidated and County relating to the subject matter hereof and cancels and supersedes all previous agreements between Consolidated and County relating thereto, whether written or oral. Furthermore, the terms and conditions contained in this Agreement do not create or represent a precedent for the interpretation of any other agreements that have been or will be executed between Consolidated and County not related to the subject matter hereof.

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11. This Agreement shall be governed in all respects by the laws of the Ohio with venue in Delaware County, Ohio. Consolidated and County hereby waive the right to remove any dispute to Federal Court.

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

10

RESOLUTION NO. 26-193

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR FAMILY AND CHILDREN FIRST COUNCIL:

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

Transfer of Funds

From	To	
77361612-5801	70161603-4601	\$11,918.39
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue	
77361610-5801	70161603-4601	\$3,694.34
Family Centered Svs & Support/Transfers	FCFC General/Interfund Revenue	
77361611-5801	70161603-4601	\$5,786.82
Multi-System Youth/Transfers	FCFC General/Interfund Revenue	

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

11

RESOLUTION NO. 26-194

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR THE DELAWARE COUNTY HISTORICAL SOCIETY:

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

To the T-Mobile Hometown Grant Selection Committee:

We are writing to express the support of the Delaware County Board of Commissioners for a grant application submitted by the Delaware County Historical Society that would fund the construction of a multi-use trail across the front of their property. The property is located along the Olentangy River, a state-designated scenic river, and is part of a historic mill town in the city of Delaware, which is the county seat for Delaware County.

Our county has been the fastest growing county in Ohio for the past several decades. New development has been fueled by job growth, especially in the southern part of the county, which has resulted in population growth and a greater demand for trail access. However, throughout the county, our communities have been able to maintain their welcoming hometown atmosphere and our rural agricultural base remains an essential part of our economy and culture.

Delaware County is home to many small towns and villages, each with their own iconic historic origins and settings. The multi-use trail for which funding is being requested would become part of a larger trail system that already links many of our communities. Research has indicated there is a statistically significant relationship between the existence of trail systems in a region and the economic well-being of communities in that region. We see this extension of our trail system as contributing to the overall well-being of Delaware County.

Thank you for this opportunity to keep our hometowns strong and competitive.

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

12

JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES

UPDATE/PRESENTATION ON THE CLINICAL AND EDUCATION TEAM AND THE COMMISSION ON ACCREDITATION FOR PRE-HOSPITAL CONTINUING EDUCATION (CAPCE)

13

RESOLUTION NO. 26-195

IN THE MATTER OF APPROVING THE FY2025 COMMUNITY DEVELOPMENT BLOCK

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GRANT (CDBG) FEDERAL AWARD AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT:

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

WHEREAS, Delaware County, Ohio (the “County”), by and through the Delaware County Board of Commissioners (the “Board”), is a recipient of Community Development Block Grant (CDBG) funding administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, applicable laws, rules, and regulations require the County to enter into a federal award agreement for FY2025 CDBG funding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following federal award agreement and designates Commissioner Barb Lewis as the authorized official to execute the agreement and take all other necessary actions to consummate the agreement:

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT**

A. General Federal Award Information

<p>1. Recipient name (must match Unique Entity Identifier name) and address: Delaware County 140 N SANDUSKY STREET DELAWARE, OH 43015-1733</p>	<p>12. Assistance listing number and title:</p> <ul style="list-style-type: none"> • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
<p>2. Recipient’s Unique Entity Identifier: S23XDUCXT3L9</p>	<p>13. Amount of federal funds obligated by this action: \$407,782.00</p>
<p>3. Tax identification number: 316400065</p>	<p>14. Total amount of federal funds obligated: \$407,782.00</p>
<p>4. Federal Award Identification Number (FAIN): B25UC390011</p>	<p>15. Total approved cost sharing (if applicable): N/A</p>
<p>5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/></p>	<p>16. Total federal award amount, including approved cost sharing: \$407,782.00</p>
<p>6. Period of performance start and end date: 10/1/2024 - See Addendum 2</p>	<p>17. Budget approved by HUD:</p>
<p>7. Budget period start and end date: 10/1/2024 - See Addendum 2</p>	<p>18. Fiscal year: 2025</p>
<p>8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #</p>	<p>19. Statutory authority: 42 U.S.C. 5301 et seq.</p>
<p>9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule</p>	<p>20. Applicable appropriations act(s): Public Law 119-4</p>
<p>10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>21. Notice/notice of funding opportunity this award is made under (if applicable): N/A</p>
<p>11. Awarding official name and contact information:</p>	<p>22. Program regulations (if applicable): 24 C.F.R. Part 570</p>
<p>23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.</p> <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be amended from time to time), Recipient’s consolidated plan/action plan, the

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relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:

~~The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.~~

The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. Applicability of 2 C.F.R. part 200.

The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

~~The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.~~

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

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8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

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7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.*

6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

7. Funding Information and Period of Performance and Budget Period End Dates

<u>Source of Funds</u>	<u>Amount</u>	<u>Period of Performance End Date</u>	<u>Budget Period End Date</u>
2025	\$407,782.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

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Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

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

CONSIDERATION FOR OTHER BUSINESS

RESOLUTION NO. 26-196

IN THE MATTER OF APPROVING THE EMPLOYMENT OF LEGAL COUNSEL AND FIXING THE COMPENSATION TO BE PAID FOR LEGAL SERVICES PURSUANT TO R.C. 309.09(C):

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

WHEREAS, pursuant to section 309.09(C) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may employ an attorney, without the authorization of the court of common pleas as provided in section 305.14 of the Revised Code, either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters; and

WHEREAS, prior to employing an attorney, the Board shall enter upon its journal an order of the Board in which the compensation to be paid for the legal services shall be fixed, which shall be paid from the county general fund, provided the total compensation paid, in any year, by the Board for legal services under section 309.09(C) of the Revised Code shall not exceed the total annual compensation of the prosecuting attorney; and

WHEREAS, the Board currently employs the firm of Fishel Downey Albrecht & Riepenhoff LLC (the “Firm”) for representation in labor and employment matters and other miscellaneous matters, pursuant to applications to the Court of Common Pleas approved in accordance with section 305.14 of the Revised Code; and

WHEREAS, the Board wishes to approve the employment of the Firm to handle other matters, as assigned, in 2026 that are not within the scope of the applications approved in accordance with section 305.14 of the Revised Code;

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

Section 1. The Board hereby approves the employment of the Firm for the current calendar year, to represent the Board in its official capacity and to advise it on legal matters. This approval is in addition to the Board’s employment of the Firm pursuant to applications the Court of Common Pleas approved in accordance with section 305.14 of the Revised Code.

Section 2. The Board hereby fixes the compensation to be paid for the additional legal services provided by the Firm in 2026 at an amount not to exceed \$45,000.00.

Section 3. The County Administrator is hereby authorized to assign matters to the Firm and approve and execute engagement letters or other agreements for individual matters, provided the total compensation for all representation authorized under this Resolution shall not exceed the amount fixed in Section 2 of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

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

ADMINISTRATOR REPORTS

Aric Hochstettler, Deputy County Administrator And General Counsel

- Attended The Annual Soil And Water Conservation Retreat With Members Of The Engineer’s Office And Prosecutor’s Office
- Several Final Drainage Plans On Way For Final Hearings
- Possible Request For A Pole Barn For Equipment

Dawn Huston, Deputy County Administrator

- Attended The Delaware County Transit Meeting
- Employee Awards
- Shopping Cart Grant Program For Clients In Help With Health District And Hunger Alliance Program (75 Carts So Far)

COMMISSIONERS’ COMMITTEES REPORTS

COMMISSIONER MERRELL

- Thanks And Recognition For Those All Those County Workers Who Worked During The Weekend’s Wind Weather Event Situation/ There Was A Lot To Handle
- Attended The Camping World Event Earlier This Morning/Their Title Work Has Been Very Busy
- CCAO Board Return Later Today And Friday
- Will Participate In A Policy Meeting For CCAO

COMMISSIONER LEWIS

- Thanks And Recognition For Those All Those County Workers Who Worked During The Weekend’s Wind Weather Event Situation

COMMISSIONER BENTON

- Thanks And Recognition For Those All Those County Workers Who Worked During The Weekend’s Wind Weather Event Situation
- Attended The Camping World Event Earlier This Morning/
- Attended An OWU Ethics Event
- Will Present The State Of The County For The Delaware Chamber’s Lunch Meeting Today
- Will Attend The Annual Health Districts’ Meeting Tonight
- Upcoming CEBCO AND CCAO Meetings
- Upcoming MORPC Meeting
- Upcoming Powell Chamber Event
- The NCAA Basketball Torment Has Started

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners