

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 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. 26-563

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD AUGUST 3, 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 August 3, 2026; and

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

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

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

2
PUBLIC COMMENT

Mr. Andrew Mitchell

- Inquiring about the handling of administrative processes

3
RESOLUTION NO. 26-564

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0807, MEMO TRANSFERS IN
BATCH NUMBERS MTAPR0807, AND PURCHASE ORDERS AS LISTED BELOW.

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR807, memo transfers in batch numbers MTAPR0807, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Feazel Roofing	P2602547	60111901-5370	\$9,057.27
Delaware County Transit	P2601045	22411601-5355	\$12,874.91
Prime Construction	P2601586	66211900-5301	\$35,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2603945	HARRIS & HEAVENER	AERIAL FIBER BUILD	21411306 -	\$59,047.91
	EXCAVATING INC		5437	
R2604038	INFORMATION	SERVICE FOR TWO	10011103 -	\$7,286.00
	MANAGEMENT	KODAK 14850 1 YR	5325	
	SRVCS INC	NBD 1		
R2604063	PARR PUBLIC SAFETY	INSTALL EQUIPMENT	42311453 -	\$5,143.82
		- AMBULANCES 2023	5450	
R2604099	FAMILY AND	PCSA MSY SFY27 FFP	22511607 -	\$34,654.93
	CHILDREN FIRST	CONTRIBUTION	5380	
R2604106	OHIOHEALTH	CERT EXERCISE	10011303 -	
	CORPORATION	PHYSIO 070126-063027	5301	\$105,348.00
R2604116	CINTAS	SAFETY HARNESS	66211900 -	\$ 6,953.23
	CORPORATION	INSPECTIONS	5328	
R2604117	CORE & MAIN LP	LARGE DIAMETER	66211900 -	\$ 5,556.55
		SEWER PLUG	5450	
R2604117	CORE & MAIN LP	AIR FILL HOSE	66211900 -	\$ 312.32
			5201	

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026

4
RESOLUTION NO. 26-565

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Captain Joe Farmer attend ITLS Internal Conference in Chicago, Illinois from October 4, 2026, to October 8, 2026, at the cost of \$2,035.00 (fund number 10011303).

The Delaware County Office of Homeland Security and Emergency Management is requesting that Alex McCarthy attend the 2026 International Association of Emergency Managers (IAEM) Annual Conference at Long Beach, California on November 15, 2026, to November 19, 2026, at a cost of \$2,775.00.

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

5
RESOLUTION NO. 26-566

IN THE MATTER OF PROCLAIMING AUGUST 2026, AS CHILD SUPPORT AWARENESS MONTH

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

WHEREAS, the children are our most precious resource, and their well-being, development, and success are deeply dependent on the support and involvement of both parents; and

WHEREAS, the child support program serves one in 5 children and is a critical foundation for ensuring that children receive the financial, emotional, and medical support they need to grow and thrive; and

WHEREAS, dedicated child support professionals work tirelessly to establish parentage, enforce support orders, and connect families with resources, helping to create stability and opportunity in the lives of countless children; and

WHEREAS, child support helps lift families out of poverty, promotes parental responsibility, and strengthens families and communities across our County and beyond; and

WHEREAS, the ongoing commitment and collaboration between parents, agencies, and community partners are essential to the continued success of child support services; and

WHEREAS, during Child Support Awareness Month, we recognize and express our deep appreciation for the parents who fulfill their responsibilities, the caregivers who support children’s growth, and the professionals who work each day to ensure that no child is left behind;

NOW, THEREFORE, WE, The Delaware County Board of Commissioners of Delaware County, Ohio, do hereby designate, in conjunction with the State of Ohio, August 2026 As Child Support Awareness Month.

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

6
RESOLUTION NO. 26-567

IN THE MATTER OF REAPPOINTING REPRESENTATIVES TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Delaware County is a full member of the Mid-Ohio Regional Planning Commission (“MORPC”); and

WHEREAS, in accordance with the MORPC Articles of Agreement and Bylaws, the Delaware County Board of Commissioners (the “Board”) is entitled to appoint five (5) community representatives to MORPC; and

WHEREAS, the terms for the five seats will expire September 30, 2026; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to make the

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026

necessary reappointment of members of MORPC;

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

Section 1. The Board hereby approves an exception to the Policy for the reappointments made herein by choosing to waive the requirement for posting the positions and to proceed directly to reappointment.

Section 2. The Board of Commissioners hereby approves the reappointment of the following members to the Mid-Ohio Regional Planning Commission for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
MORPC 1	Andy Volenik	October 1, 2026	September 30, 2029
MORPC 2	Glenn Marzluf	October 1, 2026	September 30, 2029
MORPC 3	Ron Bullard	October 1, 2026	September 30, 2029
MORPC 4	Brad Ebersole	October 1, 2026	September 30, 2029
MORPC 5	Tracie Davies	October 1, 2026	September 30, 2029

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

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

7
RESOLUTION NO. 26-568

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE VILLAGE ASHLEY FOR THE DELAWARE COUNTY CDBG URBAN COUNTY ENTITLEMENT PROGRAM:

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”) is an Urban County Entitlement Program recipient of Community Development Block Grant (CDBG) funding administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, in order for units of general local government, such as municipal corporations, to participate in the Delaware County CDBG Urban County Entitlement Program, the municipal corporation must adopt authorizing legislation and approve a cooperation agreement; and

WHEREAS, the Village of Ashley has adopted authorizing legislation and approved a cooperation agreement to participate in the Delaware County CDBG Urban County Entitlement Program; and

WHEREAS, the Director of Finance recommends approval of a cooperation agreement between the Board and the Village of Ashley for the remainder of the Delaware County Urban County Entitlement Program FY2025-2027 cycle;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the following cooperation agreement with the Village of Ashley for the Delaware County CDBG Urban County Entitlement Program:

**COOPERATION AGREEMENT
Delaware County Urban County Entitlement Program
Fiscal Years 2027**

This COOPERATION AGREEMENT (the “*Agreement*”), made and entered into as of August 10, 2026, by and between the Village of Ashley a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*City/Village*”), and the COUNTY OF DELAWARE, OHIO, a county and political subdivision of the State of Ohio, by and through its Board of County Commissioners (the “*County*”), under the circumstances summarized in the following recitals. The City/Village and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS:

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended (hereinafter, the “*Act*”), which has as its primary objective, the development of viable urban communities, and whereby federal assistance will be provided for the support of community development activities that are directed toward the following specific objectives:

- A. The elimination of slums and blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income;

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026**

- B. The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities;
- C. The conservation and expansion of the nation's housing stock in order to provide a decent home and suitable living environment for all persons, but principally those of low and moderate income;
- D. The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities;
- E. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreation, and other needed activity centers;
- F. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income;
- G. The restoration and preservation of properties of special value for historic, architectural, or esthetic reasons;
- H. The alleviation of physical and economic distress through the stimulation of private investment and downtown revitalization in neighborhood business districts.

WHEREAS, the Parties are mutually desirous of entering into community development activities within Delaware County, which are directed toward the above objectives, and for that reason, desirous of seeking such federal funding as may be available to them pursuant to the Act; and

WHEREAS, the Act contemplates and encourages cooperation between counties and municipalities for the purpose of carrying the objectives stated in the Act; and

WHEREAS, pursuant to sections 9.482 and 307.15, *et seq.*, of the Revised Code, the Parties are authorized to enter into agreements whereby the County undertakes and is authorized to exercise any power, perform any function, or render any service on behalf of the City/Village that the City/Village may exercise, perform, or render; and

WHEREAS, pursuant to section 303.26, *et seq.*, of the Revised Code, the Parties each have authority to carry out the kinds of activities that are objectives of the Act; and

WHEREAS, pursuant to section 307.85 of the Revised Code, the County is authorized to cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the Congress of the United States; and

WHEREAS, the Parties mutually agree that it is in the best interest of their respective constituents for the Parties to cooperate in carrying out the Act's objectives by joining together for the administration of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships programs (collectively, the "Programs"), with the County serving as the "Urban County" for such Programs within Delaware County;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree and bind themselves as follows:

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026**

Section 1. Qualification Period. This Agreement covers Federal Fiscal Years 2026 and 2027. By executing this Agreement and participating in the Programs, the City/Village acknowledges and agrees that it may not apply for grants under the Small Cities or State CDBG program for fiscal years during the qualification period in which it participates and that it may receive a HOME allocation only through the Urban County. Even if the Urban County does not receive a HOME allocation, the City/Village shall not form or participate in a HOME consortium with other local governments. If the County submits an application for ESG funds and funds are made available, the City/Village may only receive an ESG allocation through the Urban County.

Section 2. Application for Funding. The County shall prepare and submit an application, or applications, to the Secretary of Housing and Urban Development for grants under the terms of the Act. The application(s) shall set forth a summary of a community development plan that identifies community development needs, demonstrates a comprehensive strategy for meeting those needs, and specifies both short and long term community development objectives, which have been developed in accordance with area wide development planning and national urban growth policies, and otherwise conforms to Section 104 of the Act. The community development plan shall hereinafter be referred to as the “Plan.”

Section 3. Projects and Activities. The City/Village may prepare applications of recommended projects and activities for community development within its boundaries, which projects and activities must be in accordance with the Act’s objectives. These applications shall be submitted to the County’s Economic Development Department, which will be the reviewing agency for all proposed projects and activities to be included in the Plan. The Economic Development Department shall make recommendations to the County for the contents of the Plan and for prioritizing submitted projects and activities. The County shall have final approval authority for projects and activities to be included in the Plan. The Parties mutually acknowledge and agree that the County has final decision-making authority concerning the contents of applications, in conformance with the Plan and the Act. If projects or activities are approved for funding, the County shall be responsible for the implementation of the projects and activities as a part of the Programs, including the proper use of funds and all program income generated in accordance with the Act.

Section 4. Programs Administration. The County shall develop and maintain a uniform administrative procedure for the Programs, including the development of applications, the distribution of Urban County formula funds, and the management of projects and activities. The procedures shall comply with and reflect the requirements of the Secretary of Housing and Urban Development and the regulations applicable to the Programs.

Section 5. County Authority. The City/Village authorizes the County to do on behalf of the City/Village, in accordance with this Agreement, all things that the City/Village could do for itself in the making of applications for, and the expenditure of, funds for the Programs. The City/Village shall undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities, and the City/Village specifically authorizes the County to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities on behalf of the City/Village.

Section 6. City/Village Obligations. Pursuant to 24 CFR 570.501(b), the City/Village shall be subject to the same requirements as subrecipients, including the requirement of a written agreement, where applicable in accordance with 24 CFR 570.503. If the City/Village is a subrecipient, it shall inform the County of any income generated by the expenditure of funds from the Programs and return such income to the County within thirty (30) days of its receipt, unless other specific arrangements have been negotiated and agreed between the Parties. The City/Village shall maintain and supply such records and supporting documentation to the County to assure program income is being accurately reported and correctly expended. Any program income that is on hand or received subsequent to close out of the applicable project or activity shall be paid to the County within thirty (30) days of receipt. For any real property acquired or improved in whole or in part using CDBG funds, the City/Village agrees: (a) to notify the County within thirty (30) days of any proposed modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition; (b) to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of the property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the Act or applicable regulations; and (c) to return to the County (as provided in this Section 6) all program income generated from the disposition, transfer, or rent of the property acquired or improved with CDBG funds.

Section 7. Compliance with Federal Law. The Parties each agree to take all actions necessary to ensure compliance with the Urban County’s certification under Section 104(b) of Title I of the Act, and that the Programs will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1), the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR part 100, and the duties to affirmatively further fair housing. The Parties each agree to comply with, and conduct and administer the Programs in conformity with, Section 109 of Title I of the Act, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026**

Section 8. Fair Housing. The Parties each agree to affirmatively further fair housing. Further, no funding shall be made available for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. The City/Village shall cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Section 9. Policy Adoption and Enforcement. The City/Village has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights determinations and a policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

Section 10. Funds Restrictions. Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any 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, as amended.

Section 11. Agreement to Remain in Effect. This Agreement shall remain in effect, may not be terminated, and no Party may withdraw from this Agreement, until all funds (including funds for all Programs, including program income) are expended and all activities are completed. This provision applies to the initial three-year qualification period set forth in Section 1 of this Agreement and future qualification periods in the event of automatic renewal in accordance with Section 12 of this Agreement. Notwithstanding the foregoing, this Agreement shall be null and void in the event the County fails to qualify, requalify, or receive a grant award in any year of the qualification period.

Section 12. Automatic Renewal. This Agreement shall automatically renew for successive three-year qualification periods unless either Party exercises the option to terminate this Agreement at the end of the then-current qualification period. If the City/Village fails to exercise the option to terminate at the end of the then-current qualification period, then the City/Village shall not have the opportunity to exercise the option terminate until the end of the subsequent qualification period. Termination shall only be effective if written notice is provided to the County, with a copy to the HUD CPD Columbus Field Office, prior to the end of the applicable qualification period. The County shall provide notice to the City/Village, by the date specified in the HUD's urban county qualification notice, of its right not to participate and to terminate this Agreement. The Parties agree to adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an urban county qualification notice applicable for a subsequent three-year qualification period and to submit such amendment to HUD as provided in the urban county qualification notice. Failure to comply with the amendment requirement shall void the automatic renewal for the subsequent qualification period.

Section 13. Necessary Amendments. In accord with Section 12 of this Agreement, any amendments to the Act, as currently amended, necessitating a change to this Agreement, shall be incorporated by a formal amendment to this Agreement. Failure by either Party to adopt an amendment incorporating all changes necessary to meet the requirements set forth in the urban county qualification notice applicable for a year in which the next qualification period scheduled, shall automatically terminate this Agreement following the expenditure of all CDBG funds allocated for use in the City/Village's jurisdiction, and that such failure to comply shall void the automatic renewal of such qualification period.

Section 14. Miscellaneous.

(a) Assignment. This Agreement may not be assigned.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto.

(f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(g) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026**

such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(h) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(i) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City/Village or the County other than in his or her official capacity, and neither the members of the legislative bodies of the City/Village or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City/Village and the County contained in this Agreement.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City/Village, its agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(k) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(l) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City/Village or the County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(m) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- | | | |
|------|----------------------|---|
| (i) | the City/Village at: | Village of Ashley
3 North Harrison Street
PO BOX 361
Ashley, Ohio 43003
Attention: Mayor's Office |
| (ii) | the County at: | County of Delaware, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
Attention: County Administrator |

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(q) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(r) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(s) Incorporation of Other Documents. This Agreement has been approved by duly-adopted ordinance or resolution of each of the Parties, copies of which are attached hereto and, by this reference, incorporated herein. This Agreement has been reviewed and approved as to form by the Parties’ respective legal counsel. The County’s legal counsel has prepared an opinion stating that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides the legal authority for the County to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities. A copy of the opinion is attached hereto and, by this reference, incorporated herein, and the opinion shall be submitted as a part of the qualification package.

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

8
RESOLUTION NO. 26-569

IN THE MATTER OF ADOPTING A STATEMENT OF RATIONALE, APPROVING THE ABOLISHMENT OF A POSITION WITHIN THE DELAWARE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE RESULTING LAYOFF OF AN EMPLOYEE, AND AUTHORIZING THE COUNTY ADMINISTRATOR AND THE DIRECTOR OF THE DEPARTMENT OF JOB & FAMILY SERVICES TO PROCEED WITH THE ABOLISHMENT AND LAYOFF:

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

WHEREAS, the County manages and maintains the Delaware County Department of Job & Family Services, and due to a lack of work resulting from the suspension of the Ohio START Program, the Director of the Delaware County Department of Job and Family Services (the “Director”) recommends that the Ohio START Coordinator position within the Protective Services Division is no longer operationally necessary and that the position should be abolished effective August 27, 2026, resulting in the layoff of the employee occupying the position, subject to all rights available under applicable layoff and displacement procedures;

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

Section 1. The Board hereby accepts the recommendation of the Director and adopts the Statement of Rationale supporting the abolishment of the Ohio START Coordinator position due to the position no longer being operationally necessary.

Section 2. The Board hereby approves abolishing the Ohio START Coordinator position and the resulting layoff of the employee occupying the position, effective August 27, 2026, subject to all rights available under applicable layoff and displacement procedures.

Section 3. The Board hereby authorizes the County Administrator and the Director to proceed with the position abolishment and resulting layoff in the manner specified in the Statement of Rationale, which is attached hereto and incorporated into this Resolution.

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

9
RESOLUTION NO. 26-570

IN THE MATTER OF ADOPTING A STATEMENT OF RATIONALE, APPROVING THE LAYOFF OF AN EMPLOYEE WITHIN THE DELAWARE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES, AND AUTHORIZING THE COUNTY ADMINISTRATOR AND THE DIRECTOR OF THE DEPARTMENT OF JOB & FAMILY SERVICES TO PROCEED WITH THE LAYOFF:

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026

WHEREAS, the County manages and maintains the Delaware County Department of Job & Family Services, and due to a reduction in the workload assigned to employees serving in the Social Service Worker I classification, the Director of the Delaware County Department of Job & Family Services (the “Director”) recommends that a reduction in staffing within that classification is necessary; and

WHEREAS, the Director further recommends that the agency’s operational needs can be met by one Social Service Worker I assigned to these program areas, requiring a reduction in staffing from two employees to one and resulting in the layoff of one employee, effective September 1, 2026, subject to all applicable layoff and displacement procedures;

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

Section 1. The Board hereby accepts the Director’s recommendations and adopts the Statement of Rationale supporting the reduction in staffing and resulting layoff of one employee in the Social Service Worker I classification, effective September 1, 2026, subject to all applicable layoff and displacement procedures.

Section 2. The Board hereby authorizes the County Administrator and the Director to proceed with the layoff in the manner specified in the Statement of Rationale, which is attached hereto and incorporated into this Resolution.

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

10

ADMINISTRATOR REPORTS

- CA Davies – Nothing to Report
- DCA Huston – Nothing to Report
- DCA/Counsel Attorney Hochstettler – Nothing to Report

11

COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner Lewis
 - PPG Groundbreaking last week
 - 100+ new employees
 - 61 years of business
 - DKMM meeting Tuesday
- Commissioner Merrell
 - PPG Groundbreaking last week
 - Was between Delaware and Tennessee
 - Great Asset to Delaware
 - Mission Corp
 - 3 Graduates
 - Hartford Fair this week
 - Attended yesterday
 - OECC Ribbon Cutting today
 - ADA Website
 - Thanks to Jane for working on this
- Commissioner Benton
 - OECC Ribbon Cutting today
 - Huge project of 2+ years
 - Records Retention meeting last week
 - Chris Shaw does a great job
 - Microfilm is going away end of year
 - Investment Committee Meeting last Thursday
 - Several Bonds were discussed

12

RESOLUTION NO. 26-571

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, FOR
PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING AND
CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2026

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of employment, compensation of a public official, for pending or imminent litigation, and for collective bargaining.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 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.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

13
RESOLUTION NO. 26-572

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 Mr. Merrell aye Mrs. Lewis aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners