

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 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. 26-672

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 14, 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 September 14, 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. Merrell              aye              Mrs. Lewis              aye              Mr. Benton              aye

2  
PUBLIC COMMENT  
Mr. Mitchell inquiring about accountability.

3  
RESOLUTION NO. 26-673

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0916, *MEMO TRANSFERS IN BATCH NUMBERS MTAPR0916, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0916*:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0916, *memo transfers in batch numbers MTAPR0916, Procurement Card Payments in batch number PCAPR0916*, and Purchase Orders as listed below:

| <u>Vendor</u>       | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|---------------------|--------------------|----------------|---------------|
| <b>PO’ Increase</b> |                    |                |               |
| CTL Engineering Inc | P2602137           | 66211900-5301  | \$25,000.00   |
| Prime Construction  | P2601586           | 66611900-5410  | \$50,000.00   |

| <b>PR Number</b> | <b>Vendor Name</b>                  | <b>Line Desc</b>                                 | <b>Line Account</b> | <b>Line Amount</b> |
|------------------|-------------------------------------|--------------------------------------------------|---------------------|--------------------|
| R2604504         | Robertson Construction Services LLC | Willis Building Renovation - Change Order #5     | 42011438-5410       | \$71,932.00        |
| R2604508         | Village Of Ostrander                | Fy25 Urban County CDBG Award Amendment           | 23011717-5365       | \$93,445.00        |
| R2604514         | City Of Delaware                    | Oak Grove Cemetery Veterans Section Maint.       | 10011102-5301       | \$11,038.68        |
| R2604517         | Delaware Auto Sales LLC             | 2025 Explorer Rear Ended Another Vehicle 8 15 26 | 60111901-5370       | \$16,507.65        |

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

4  
RESOLUTION NO. 26-674

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING ANNEXATION OF 116.665 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

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

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WHEREAS, on August 19, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Attorney at Law, agent for the petitioner, requesting annexation of 116.665 acres, more or less, from Berlin Township to the City of Delaware; and

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 116.665 acres, more or less, from Berlin Township to the City of Delaware.

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

**5**  
**RESOLUTION NO. 26-675**

**IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE HILLS #551 WATERSHED, FILED BY MICHAEL FISCHBACH:**

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

WHEREAS, on August 11, 2026, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Michael Fischbach, to:

- 1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals, as requested, by this petition.
- 2. In Delaware County, Troy Township, within the Hills #551 watershed and generally following, but not limited to, the course and termini of existing improvements.

WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Monday November 30, 2026, at 10:00A.M., with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that Thursday January 14, 2027, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

**6**  
**RESOLUTION NO. 26-676**

**IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE HAVENS #503 (2026) WATERSHED, FILED BY MEGHANA PENUBOLU:**

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

WHEREAS, on September 2, 2026, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Meghana Penubolu, to:

- 1. Vacate the existing improvement and easement known as the Havens Drainage Improvement project, Havens #503 from Station 100+00 to Station 113+70 of the original improvement upon approval of the construction of the proposed new alignment and easement for the relocation improvement.
- 2. In Delaware County, Berlin Township, within the Haven #503 watershed from Station 100+00 to Station 113+70 of the Havens Drainage Improvement Project.

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WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Monday November 30, 2026, at 10:15A.M., with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that Thursday January 14, at 10:30A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

7  
RESOLUTION NO. 26-677

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

| Supplemental Appropriation |                                                      |          |
|----------------------------|------------------------------------------------------|----------|
| 25722304-5345              | Int Supervision Probation/Safety & Security Services | 7,000.00 |

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

8  
RESOLUTION NO. 26-678

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A REVISED REVENUE ESTIMATE:

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

| Supplemental Appropriation |                                                        |            |
|----------------------------|--------------------------------------------------------|------------|
| 60211925-5370              | Flexible Spending Accounts/Insurance Premiums & Claims | 241,500.00 |

| Revenue Estimate Increase |                                                     |            |
|---------------------------|-----------------------------------------------------|------------|
| 60211925-4755             | Flexible Spending Accounts/Employee Ins Withholding | 241,500.00 |

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

9  
RESOLUTION NO. 26-679

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware Economic Development Office is requesting Ryan Burton attend an OEDA Annual Summit in Dayton Ohio from October 7, 2026, to October 9, 2026, at a cost of \$1,159.00. Cost of training to be paid from Economic Development 21011113.

The Delaware Economic Development Office is requesting Chad Smith attend an OEDA Annual Summit in Dayton Ohio from October 7, 2026, to October 9, 2026, at a cost of \$1,159.00. Cost of training to be paid from Economic Development 21011113.

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

10  
RESOLUTION NO. 26-680

IN THE MATTER OF APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND THE CITY OF DELAWARE, OHIO FOR REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES:

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

WHEREAS, the Director Of Emergency Medical Services recommends approval of an Intergovernmental

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Agreement between the Board Of Commissioners, Delaware County, Ohio and the City Of Delaware, Ohio for reimbursement of Emergency Medical Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Intergovernmental Agreement between the Board of Commissioners, Delaware County, Ohio and the City Of Delaware, Ohio for reimbursement of Emergency Medical Services:

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
Emergency Medical Services**

This Intergovernmental Cooperation Agreement (the “*Agreement*”), is made and entered into on September 17, 2026 by and between the City of Delaware, Ohio, a municipal corporation and political subdivision of the State of Ohio, by and through its City Council (the “*City*”), 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 and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS:

WHEREAS, the County has established and operates an emergency medical services organization known as Delaware County Emergency Medical Services; and

WHEREAS, the City performs emergency medical services through the City’s fire department; and

WHEREAS, the City and the County are each committed to continue providing emergency medical services within their respective jurisdictions and to other jurisdictions via mutual aid; and

WHEREAS, the County established a Pre-Hospital Care Advisory Board on February 7, 2019, with a focus on providing the highest level of emergency medical services for the residents and visitors throughout Delaware County, to promote collaboration and efficiency among emergency medical services providers within Delaware County, and to provide funding assistance to participating entities, including the City; and Whereas, pursuant to sections 9.482 and 307.15 of the Revised Code, and Section 5 of the Delaware City Charter, each Party may enter into an agreement with the other Party whereby the Party agrees to exercise any power, perform any function, or render any service on behalf of the other Party; and

WHEREAS, the Parties mutually acknowledge and agree that a cooperation agreement regarding the Parties’ respective emergency medical services would continue to promote the public health, safety, and welfare;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the Parties agree and bind themselves as follows:

Section 1. Pre-Hospital Care Advisory Board. The County shall continue to operate, and the City shall continue to participate in, the Delaware County Pre-Hospital Care Advisory Board. The City shall be eligible to receive funding and other assistance through the Pre-Hospital Care Advisory Board.

Section 2. Emergency Medical Services. Each Party shall continue to operate their respective emergency medical services organizations, providing mutual aid and contingency service, in accordance with the following conditions:

(a) Run Cards and Service Response. The Parties shall coordinate regarding all run cards for emergency medical services within the City of Delaware, based on the principles of the closest available ambulance and most timely response. The City shall be responsible for calls within the City to which a City ambulance is closest or capable of the timeliest response. If that ambulance is unavailable, the next closest ambulance will be dispatched. The County shall be responsible for calls within the City to which a County ambulance is closest or capable of the timeliest response. Should the County ambulance be unavailable, the next closest ambulance will be dispatched. When a non-primary ambulance identifies that it may be closer and responds to a call that it is not assigned, this ambulance will become primary. Treatment and transport, if needed, shall be provided by the first on scene ambulance unless the first on scene ambulance transfers responsibility for treatment or transport. Each Party shall work cooperatively with Delaware County Emergency Communications to develop and implement consistent practices and uniformity of the responses to emergency medical services calls within their respective jurisdictions.

(b) County Medic 12. The County intends to commence operating an additional ambulance to be known as Medic 12 at the Tri-Township Joint Fire District station at 1725 Bowtown Road within the City. Medic 12 will be staffed for continuous, fulltime operation (24 hours per day, 365 days per year) and will be available to provide response to portions of the City of Delaware. The City agrees to incorporate Medic 12 into the response protocols, consistent with Section 2(a).

(c) Keys/Knox Box. The Knox Box System will be the key access program utilized within the City. Where the County requests access to a property within the City, a dual key system request shall be made by the County to the property owner. The County will use only the Knox Box System for access throughout the City. The County will discontinue use of all other keys or systems.

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Section 3. Compensation. The County shall pay the City the total sum of One Million Fifty-Six Thousand Seventy Dollars and Twenty-Four Cents (\$1,056,070.24), payable in four equal quarterly installments for each calendar quarter of 2026. While the County's payments are in effect, the City shall consider initiating insurance-only billing for emergency medical services, and the County shall, upon the City's request, assist the City by providing information about the County's insurance-only billing operation and ambulance supplemental payment program participation.

Section 4. Miscellaneous.

(a) 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.

(b) 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.

(c) Effective Date; Review. This Agreement shall be effective as of January 1, 2026, and this Agreement shall expire on December 31, 2026, unless extended or renewed by the Parties in writing. The Parties may agree, in writing, to extend the terms of this Agreement or agree to renew the Agreement for an additional year. The Parties agree to meet in good faith prior to the expiration of this Agreement to determine whether this Agreement may be extended by mutual agreement.

(d) Funding Contingency. The Parties mutually acknowledge and agree that funding for this Agreement is contingent upon continued collection of tax revenue as anticipated through the term of this Agreement and subject to appropriation. In the event amendments to the Ohio Revised Code or the Ohio Constitution result in a reduction to or elimination of the tax revenue as anticipated through the term of this Agreement, the County may terminate this Agreement by submitting a written notice to the City, providing an explanation for the loss of funding for this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(f) 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 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.

(g) 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.

(h) 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 or the County other than in his or her official capacity, and neither the members of the legislative bodies of the City 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 and the County contained in this Agreement.

(i) 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, 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.

(j) 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.

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(k) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City 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.

(l) 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 at:

City of Delaware  
1 South Sandusky Street  
Delaware, Ohio 43015  
Attention: City Manager
- (ii)

the County at:

Delaware County  
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.

(m) 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.

(n) 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.

(o) 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.

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

(q) 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.

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

**11**  
**RESOLUTION NO. 26-681**

**IN THE MATTER OF APPROVING THE LIMITED AUTOMATIC MUTUAL AID AGREEMENT BETWEEN THE CITY OF COLUMBUS, OHIO AND DELAWARE COUNTY, OHIO**

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

WHEREAS, the Director Of Emergency Medical Services recommends approval of The Limited Automatic Mutual Aid Agreement Between the City of Columbus, Ohio and Delaware County, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Limited Automatic Mutual Aid Agreement Between the City of Columbus, Ohio and Delaware County, Ohio:

**LIMITED AUTOMATIC MUTUAL AID AGREEMENT BETWEEN**

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**THE CITY OF COLUMBUS, OHIO AND DELAWARE COUNTY, OHIO**

The City of Columbus, Ohio (hereinafter “Columbus”) and Delaware County, Ohio (hereinafter “DELAWARE COUNTY”) enter into this limited automatic mutual aid agreement (hereinafter “Agreement”) for fire suppression, rescue, and emergency medical services (“EMS”).

Columbus and DELAWARE COUNTY agree upon the following:

- 1.0 Purpose
  - 1.1 The purpose of this Agreement is to facilitate an efficient and rapid deployment of EMS to time-critical incidents in order to maximize the benefits of emergency resources to residents of both jurisdictions through mutual cooperation and understanding.
  - 1.2 It is not a purpose of this Agreement to replace the need for a jurisdiction to maintain sufficient emergency services to mitigate emergencies within that jurisdiction. Instead, the actions taken under this Agreement supplement the initial response capabilities of each jurisdiction by maximizing the effectiveness of a rapid initial response and thereby improving the overall regional delivery of emergency services.
- 2.0 Authority
  - 2.1 Columbus is authorized to enter this Agreement pursuant to R.C. 9.60 and City of Columbus Ordinance No. 803-74.
  - 2.2 DELAWARE COUNTY is authorized to enter this Agreement pursuant to R.C. 9.60.
- 3.0 Relationship of the Parties
  - 3.1 Columbus and DELAWARE COUNTY respectively acknowledge that each will maintain separate and independent management. Each party has full and complete authority and responsibility with respect to managing its organization, operations, and employees.
  - 3.2 Nothing in this Agreement is intended to create any rights hereunder to third parties or persons.
- 4.0 Definitions
  - 4.1 “Automatic Mutual Aid” means fire or EMS resources are dispatched upon notification to a public safety answering point that an emergency or potential emergency exists at a specific location and response entails dispatching the closest most appropriate resource to respond, regardless of the political jurisdiction, based upon information communicated to the public safety answering point.
  - 4.2 “Requested Mutual Aid” means:
    - 4.2.1 Fire or EMS resources are dispatched to a location after a scene size-up and actual knowledge of the resources needed or unavailability of appropriate home resources within the jurisdiction; or
    - 4.2.2 The authority having jurisdiction determines it does not have sufficient resources for the particular incident prior to or during the response based upon information communicated to a public safety answering point.
- 5.0 Each party agrees to provide the other with emergency services, including, but not limited to, fire suppression, rescue, or EMS, when requested by the other party.
  - 5.1 Except as provided in Sections 5.4 and 6.0, DELAWARE COUNTY will provide Columbus with automatic and requested mutual aid.
  - 5.2 Except as provided in Section 5.4, Columbus will provide DELAWARE COUNTY automatic or requested mutual aid without geographical or resource limitations.
  - 5.3 This agreement does not mandate or guarantee that resources by one party will be made available for automatic or requested mutual aid to the other party.
  - 5.4 If resources of the providing party are actively engaged within the jurisdictional limits of the requesting party and the resources of the providing party are required within the jurisdictional limits of the providing party, both parties reserve the right to withdraw any and all resources that would otherwise be provided pursuant to this Agreement.
- 6.0 Limitations to the Provision of Automatic or Requested Mutual Aid
  - 6.1 DELAWARE COUNTY will provide the following resources at any specific time:
    - 6.1.1 Ambulance, Multiple Casualty Trailer, Command Vehicles
  - 6.2 DELAWARE COUNTY will provide automatic mutual aid within the following geographical boundaries:
    - 6.2.1 Within the Boundaries of Delaware County,
- 7.0 Operations
  - 7.1 Home Rule shall prevail. Each party who responds into the other party’s jurisdiction shall be guided by the orders of the incident commander in the jurisdiction within which the response is made.
  - 7.2 Both parties understand that each jurisdiction’s incident commander relies on and expects certain levels of staffing and capabilities for all responding units when making decisions. If either party cannot meet the requesting party’s minimum level of staffing or capability, the responding party shall immediately notify the incident commander and/or the dispatcher/fire alarm office so that appropriate actions, including but not limited to, dispatching additional resources may be undertaken.
  - 7.3 The responding party’s method of response (i.e. the use of lights and or sirens) shall be determined by the responding party’s policies, procedures, and guidelines. Neither party shall require the other party to respond to an incident in a specific manner.
  - 7.4 Both parties understand the success of joint operations depends upon sharing information regarding operations. The parties shall share any information deemed to impact joint operations so that each party understands the capabilities, expectations, and operations of the other party. The

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- information includes, but is not limited to, policies, procedures, operating guidelines, and EMS protocol.
- 8.0 Reimbursement and Costs
- 8.1 There shall be no reimbursement by either party to the other party for the deployment of automatic or requested mutual aid resources to the other party’s jurisdiction.
- 8.2 There shall be no reimbursement by either party for property or equipment use, damage, or loss while engaged in activities in accordance with this Agreement.
- 8.3 EMS Transport Reimbursement: Each jurisdiction shall submit claims for EMS treatment and transport pursuant to their own policies and procedures regarding EMS reimbursement. Neither party shall require the other party to submit insurance-only claims or to waive amounts that are not reimbursed by an insurance policy or policies for providing treatment and transport to individuals within the requesting party’s jurisdictional limits.
- 9.0 Liability
- 9.1 This Agreement does not mandate or guarantee that resources by one party will be made available for automatic or requested mutual aid to the other party.
- 9.2 This Agreement does not create a cause of action by one party against the other party for a failure to respond to a request for automatic or requested mutual aid or for withdrawing resources from an incident after the response or arrival.
- 9.3 Neither party shall be liable for the other party’s acts or omissions while engaged in any action pursuant to this Agreement.
- 10.0 Employees
- 10.1 Course and Scope of Employment: The parties’ fire and EMS personnel acting pursuant to this agreement, including while responding to calls for assistance, shall be regarded as acting in the course and scope of their employment.
- 10.2 Retirement and Workers’ Compensation: Fire and EMS personnel acting pursuant to this Agreement shall be entitled to all of the rights and benefits of Ohio’s Workers’ Compensation laws and the appropriate Employee Retirement fund such as may be applicable to the same extent as when performing services within their respective jurisdictions and such benefits as they may be legally entitled.
- 10.3 Personnel of the responding party remain officials, officers, employees, agents, representatives, and/or volunteers of their respective political subdivision for purposes of tort liability and immunity from tort liability.
- 10.4 No employment, joint venture, or partnership has been, or will be, created between the parties under this Agreement.
- 11.0 Indemnity: Neither party shall indemnify nor hold the other harmless.
- 12.0 Effective Date, Term, and Review
- 12.1 This Agreement shall be effective upon the date of the last signature below.
- 12.2 The term of this Agreement shall be for a period of three (3) years.
- 12.3 At least annually and sixty (60) days prior to the expiration of this Agreement, the chief for each party, or his or her designee, shall enter discussions to review and refine this Agreement, if needed, and to extend the term of this Agreement, if applicable.
- 12.4 If no action is taken upon the expiration of this Agreement, its terms shall remain in effect until renewed in accordance with this section or until expressly terminated by written notice as stated in Section 14.
- 13.0 This Agreement revokes and replaces any and all prior fire and EMS mutual aid agreements between the parties.
- 14.0 Termination: Either party may terminate this Agreement for any reason upon written notice at least sixty (60) days prior to termination.
- 15.0 Modifications and Amendments: This Agreement may be modified or amended only by a written agreement duly executed by the parties.
- 16.0 Entirety: This Agreement contains the entire agreement between the parties as to the matters involving fire and EMS mutual aid. Any and all oral representations or modifications concerning this Agreement shall be of no force or effect.
- 17.0 Severability: This Agreement shall be severable if any part or parts of the Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction. All remaining provisions shall remain binding and in full force and effect.
- 18.0 Immunity: Chapter 2744 of the Ohio Revised Code shall apply to the parties and to the parties’ employees, as defined within that chapter, when they are rendering mutual aid outside the party’s own jurisdiction pursuant to this Agreement.
- 19.0 Authority: The undersigned individuals below represent that they are duly authorized to execute this agreement on behalf of the parties.

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

**12**  
**RESOLUTION NO. 26-682**

**IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE 2024-2025  
AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT, THE BOARD OF  
DELAWARE COUNTY COMMISSIONERS, AND THE BOARD OF EDUCATION OF THE  
EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:**

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

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WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the Second Amendment to the 2024-2025 agreement between the Delaware County Juvenile Court, the Board of Delaware County Commissioners, and the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Second Amendment to the 2024-2025 agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer:

SECOND AMENDMENT TO 2024-2025 AGREEMENT  
FOR TRUANCY OFFICER

This Second Amendment ("Second Amendment") to the 2024-2025 Agreement for Truancy Officer ("Agreement") is entered into this September 17, 2026 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "County"), and the Board of Education of the Educational Service Center of Central Ohio ("ESC"), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually "Party", collectively "Parties").

WHEREAS, the Parties entered into 2024-2025 Agreement for Truancy Officer on July 1, 2024 ("Agreement"); and,

WHEREAS, the Parties entered into the First Amendment on June 27, 2025; and

WHEREAS, the Parties now desire to enter into this Second Amendment;

NOW THEREFORE, the Parties agree as follows:

- A. Term: Pursuant to the terms for renewal, set forth in section 6 of the Agreement, the Agreement is renewed July 1, 2026 through June 30, 2027.
- B. Compensation for Services: The amount ESC shall pay to the Court in exchange for the Court managing the already appointed Officer is \$92,305.40, payable on or before October 31, 2026.
- C. Signatures: Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this document or has been duly authorized by his/her principal to sign this document on such principal's behalf and is authorized to bind such principal.
- D. Conflicts: In the event of a conflict between the terms of the Agreement, the First Amendment, and this Second Amendment, this Second Amendment shall prevail.
- E. Other Terms Unchanged: All terms and conditions of the Agreement not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

13  
RESOLUTION NO. 26-683

IN THE MATTER OF APPROVING CHANGE ORDER #6 TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ROBERTSON CONSTRUCTION SERVICES, LLC FOR THE PROJECT KNOWN AS RENOVATIONS FOR DELAWARE COUNTY WILLIS BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of change order #6 to the contract between the Delaware County Board of Commissioners and Robertson Construction Services, LLC for the project known as Renovations for Delaware County Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change order #6 to the contract between the Delaware County Board of Commissioners and Robertson Construction Services, LLC for the project known as Renovations for Delaware County Willis Building, as follows:

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Delaware County  
Facilities Management  
Change Order Form

Change Order Number: 6

Date: 9/10/2026

Project:

Renovations for Delaware County Willis Building

2079 US Highway 23 North

Delaware, Ohio 43015

Owner:

Delaware County Commissioners

91 N Sandusky St

Delaware OH, 43015

Contractor:

Robertson Construction Services, LLC

1801 Thornwood Drive

Heath, Ohio 43056

Bid Package: General Contractor

Project Number: 25-107

Description of Change Request:  
COR 016 – Repair Utilities and Rear Asphalt - repair the existing utilities on the west side and change the concrete paving to asphalt. CREDIT (-\$9,028)  
COR 022 - Requested additional data drops in the BOE warehouse \$3,425.00  
COR 023 - New door 513 (existing door unable to be reused due to wrong swing) \$1,369.00  
COR 026 -Request to provide a secondary drain pan and sensor for the Liebert unit above micro film vault for redundant protect, \$5,082.00

|                                        |                          |
|----------------------------------------|--------------------------|
| A. Original Contract Amount:           | \$ 6,607,400.00          |
| B. Total Cost of This Change Order     | \$ 848.00                |
| C. Amount of Changes Previously Issued | \$ 133,131.00            |
| D. Revised Contract Amount (a+b+c)     | \$ 6,741,379.00          |
| Schedule Impact: No                    | Contract Days Changed: 0 |

**\* AUDITOR'S CERTIFICATION**  
The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that the Contractor has no unresolved findings for recovery issued against it by the State of Ohio.

Date:

George Kaitsa

Auditor, Delaware County, Ohio

|                                                                                                                                                                               |                                                                                                                                                                             |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <b>Contractor</b><br>By: <br>(Signature)<br>Chad Biniker<br>Print Name<br>Date: 09/11/2026 | <b>Architect</b><br>By: <br>(Signature)<br>Janell Arehart<br>Print Name<br>Date: 9/10/26 | <b>Owner</b><br>By:<br>(Signature)<br><br>Print Name<br>Date: |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|

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

14  
RESOLUTION NO. 26-684

IN THE MATTER OF APPROVING CHANGE ORDER BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GILBANE BUILDING COMPANY FOR SANITARY PIPE SIZE INCREASE ON THE SHARED SERVICES BUILDING PROJECT:

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

WHEREAS, the Director of Facilities recommends approval of change order TO Gilbane Building Company for sanitary pipe size increase on the shared services building project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following change order to the Gilbane Building Company:

Here is Gilbane Building Company's proposal for the sanitary pipe size increase on the Delaware Shared Services Project located at 2104 State Route 521, Delaware, OH 43015. This encompasses the costs for the following work:

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- Increase sanitary sewer pipe size from 8" to 12" from EX2 to San MH2.

We have reviewed the subcontractor's proposal and found it to be reasonable for the scope of work involved. Gilbane recommends issuance of a Change Order in the additive amount of Fifty-Six Thousand Five Hundred Thirty-Four dollars (\$56,534).

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

**15**  
**RESOLUTION NO. 26-685**

**IN THE MATTER OF AWARDING COMMUNITY ENHANCEMENT GRANTS:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) solicited applications for funding through the Delaware County 2026 Community Enhancement Grant Program (the “Program”); and

WHEREAS, various organizations have submitted applications for Program funding from Delaware County; and

WHEREAS, the County Administrator, in consultation with other Board staff, has reviewed the applications and recommends that the Board award grants pursuant to the Program;

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

Section 1. The Board hereby approves the Program Guidelines, Terms and Conditions and form Grant Agreement, which are attached hereto and, by this reference, incorporated herein.

Section 2. The Board hereby awards Delaware County 2026 Community Enhancement Grants as follows:

|                                                    |            |
|----------------------------------------------------|------------|
| Big Walnut Historical Society                      | \$15,000   |
| Boardman Arts Park Inc.                            | \$10,000   |
| Central Ohio Symphony Inc.                         | \$8,000    |
| Delaware County Cultural Arts Center (Arts Castle) | \$18,750   |
| Delaware County Historical Society                 | \$14,607   |
| Family Promise of Delaware County                  | \$6,183    |
| Main Street Delaware, Inc.                         | \$20,000   |
| Mission Warmth                                     | \$5,000    |
| Radnor Heritage Society                            | \$14,775   |
| Recreation Unlimited Farm and Fun, Inc.            | \$16,995   |
| Stockhands Horses for Healing                      | \$4,655.73 |
| Strand Theatre and Cultural Arts Association       | \$15,000   |
| Stratford Ecological Center                        | \$19,750   |
| TAG Community Living, Inc.                         | \$25,000   |
| Women’s City Foundation                            | \$15,000   |

Section 3. The grant awards made herein shall be subject to the Program Guidelines, Terms and Conditions, and Grant Agreement, and each award is contingent upon the awardee returning an executed Grant Agreement, with any supplemental documentation required by the Delaware County Auditor, no later than the deadline set by the County Administrator.

Section 4. The County Administrator is hereby authorized to notify each awardee of its grant award, to execute all Grant Agreements in substantially the same form as approved herein, and to approve purchase orders necessary to effectuate the awards made herein.

Section 5. This Resolution shall be effective immediately upon adoption.

**DELAWARE COUNTY**  
**2026 COMMUNITY ENHANCEMENT GRANT PROGRAM GUIDELINES**

WHAT IS THE CEG PROGRAM? The Delaware County Commissioners voluntarily created the Community Enhancement Grant (CEG) program in 2014. It is not a program that is mandated by state law. The intention is to enhance the quality of life in Delaware County by awarding limited grants from the county’s general fund

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to eligible charitable agencies that are located and operating within the county. These grants are intended to provide nonprofit organizations with an additional financial resource to complete projects or activities that serve the residents of Delaware County.

**HOW MUCH MONEY IS AWARDED?** The total amount available for grants each year changes based on the current financial resources of the county government. There is no guarantee or requirement that grants will be awarded each year.

**HOW ARE GRANTS AWARDED?** The awarding of grants is at the sole discretion of the Board of Commissioners and is subject to the requirements and criteria set forth below. Please note:

- Application for a grant is not a guarantee of funding.
- Priority will be given to projects that can be considered a “one-time” project, activity, event, or capital improvement.
- Monies requested cannot be used to fund ongoing operating expenses.
- Priority also will be given to those organizations that have not received funding in the past.
- Applications are limited to one (1) project per agency.
- Applications for multiple projects with the intent for the Commissioners to choose one project or multiple projects will not be considered.

**HOW DO WE FIND OUT WHEN APPLICATIONS ARE BEING ACCEPTED?** Information about the program, including access to its application form, will be distributed to local media, on the Commissioners’ website, and on our social-media channels (Facebook, Instagram, Threads, LinkedIn).

In addition to these public notices, if an email or mailing address is provided to the Commissioners’ Office, notification will be sent when the application period opens. This date changes each year. Contact information can be sent to [media@co.delaware.oh.us](mailto:media@co.delaware.oh.us) or to: Communications Department, 91 N. Sandusky St., Delaware, OH 43015.

**WHAT HAPPENS AFTER WE APPLY?** The application period will last three (3) weeks. When this period is over, our staff collects the applications and confirms that each is complete. The applications are then presented to staff to review and determine if the applications meet the eligibility criteria. If the staff has any questions for applicants or requires additional documentation, the program manager will contact the applicant and provide them with a deadline to submit the additional information. The county administrator will then prepare and present grant-award recommendations to the Commissioners at a public session. The Commissioners will review these recommendations and vote to approve or disapprove them. All applicants will be notified of the Commissioners’ decision first by email, then by mail.

**WHAT HAPPENS IF WE RECEIVE A GRANT?** Your agency will be required to enter into a grant agreement with the Commissioners. Please note that once a grant is approved, its purpose can NOT be changed or redirected to another project. If the money awarded cannot be used for the approved purpose, the grant will be forfeited.

CEG grants are reimbursement grants. A project or activity must be completed and documentation of expenses must be submitted before you can receive the grant monies.

You will receive a mailed check AFTER you submit adequate documentation of the expenses that were incurred to complete your agency’s project or activity. This documentation can include copies of paid invoices, cancelled checks or bank statements.

Please note: the Commissioners’ Office will not pay contractors or other payees directly. Funds will only be dispersed after your agency has paid the appropriate payee. All documentation of expenses must be submitted within the time period set forth in the grant agreement, which is not to exceed twelve (12) months from the date on the completed grant agreement.

**DOES YOUR ORGANIZATION MEET THIS DEFINITION FOR A CHARITABLE AGENCY:**

An eligible *charitable agency for this program* is defined as an organization that the IRS recognizes as exempt from taxation OR an organization whose funds are managed by The Foundation for Delaware County which maintains a 501(c)(3) status for other organizations to take advantage of to support their charitable causes. This definition includes organizations that are tax-exempt under section 501(c)(3) of the Internal Revenue Code or other applicable provisions of the Internal Revenue Code.

“To be tax-exempt under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.” (<https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations>)

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The exempt purposes set forth in section 501(c)(3) are charitable, religious, educational, scientific, literary, testing for public safety, fostering national or international amateur sports competition, and preventing cruelty to children or animals. The term charitable is used in its generally accepted legal sense and includes relief of the poor, the distressed, or the underprivileged; advancement of religion; advancement of education or science; erecting or maintaining public buildings, monuments, or works; lessening the burdens of government; lessening neighborhood tensions; eliminating prejudice and discrimination; defending human and civil rights secured by law; and combating community deterioration and juvenile delinquency. (<https://www.irs.gov/charities-non-profits/charitable-organizations/exempt-purposes-internal-revenue-code-section-501c3>).

**WHILE ANY NON-PROFIT AND OR CHARITABLE ORGANIZATION IN THE COUNTY IS WELCOME TO APPLY FOR THE GRANT, AGENCIES THAT MEET ALL OR MOST OF THE CRITERIA BELOW WILL BE GIVEN PRIORITY CONSIDERATION:**

The Community Enhancement Grant program does not provide funds to levy-supported agencies. Is your organization a levy-supported agency?

Does your organization provide programs or services that benefit the Delaware County community as a whole, without regard to any recognized protected class?

Is your organization structured to support a need within the Delaware County community? Examples include: health, safety, nutrition, families, children, education, senior citizens, finance, transportation, environment, culture, and neighborhood enhancement.

Will your organization be able to maintain its tax-exempt status with the IRS for the duration of the grant period?

Does your organization comply with all Ohio laws applicable to charitable agencies and is an agency eligible to receive funds appropriated by the Commissioners as defined under the following Ohio Revised Codes: 307.23, 307.26, 307.692, 307.76, 307.761, 307.85(A), 307.85(B), 1711.22 and 307.698?

Is your organization directed by an active board of trustees who have no material conflicts of interest?

Has your organization been in existence for at least three (3) years prior to application?

Does your organization have a stated policy of non-discrimination and comply with all federal and state laws and regulations on non-discrimination and equal opportunity?

The operating revenue of the organization, as reported on the most recent 990 report, must be less than \$2.5 million. Does your organization meet this standard?

Does your organization agree to be subject to audit to the extent necessary to ensure compliance with these eligibility criteria?

Project or activity must be ready to be completed within the period of the grant award, not to exceed twelve (12) months.

Monies requested must not be used to fund operating expenses.

Requests are limited to one project per agency. Requests made for multiple projects with the intent for the Commissioners to choose one, or multiple projects, will not be considered.

Applicants must provide the following information:

- A 2-3 sentence summary of the project and an estimate of the timeline for the project
- Brief explanation of how this project will help and/or enhance the Delaware County Community
- Amount requested in \$ (this should be an estimate of the project cost or, if available, an actual quote from a vendor or contractor)
- Proof of tax-exempt status
- Copy of three (3) most recent 990 reports (or comparable tax form)
- List of board members and their professional and/or other volunteer affiliations
- Copy of your organization's policy of non-discrimination
- A detailed estimate of project cost or, if available, a quote from a vendor or contractor
- Presentation materials (can be a PowerPoint file and/or a Word or PDF handout)

**DELAWARE COUNTY 2026 COMMUNITY ENHANCEMENT GRANT PROGRAM  
TERMS AND CONDITIONS**

1. The Grantee shall implement or continue the activities as specifically described and stated in the approved program or project description attached to the Grantee's Grant Agreement.

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2. The Grantee shall:

- a. Expend all funds in accordance with the requirements pertaining to eligible costs under the Delaware County 2026 Community Enhancement Grant Program (the "Program") Guidelines.
- b. Comply with all the requirements now or hereafter in effect for the Program, including, but not limited to, the assurances and certifications contained in this Agreement.
- c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of funds authorized herein.
- d. Complete the approved activities and request reimbursement for authorized costs by the end of the Grant Term. Funds not committed and/or expended by the end of the Grant Term shall be subject to re-appropriation by the Delaware County Board of Commissioners (the "Board").

3. Unless otherwise extended, suspended, or terminated by the Board, the Grant Agreement shall remain in effect from the Effective Date through the end of the Grant Term.

4. Disbursement of Funds. The Grantee agrees that disbursement(s) under the Grant Agreement shall be made only on a reimbursement basis in accordance with the Grant Guidelines. The Grantee further agrees that in the event the Grantee is in violation of the Grant Agreement, and the violation has not been remedied by the Grantee, no funds shall be disbursed and any funds already disbursed shall be subject to recapture if not returned on written demand from the Board.

5. Availability of Funds. All Board funding is subject to the availability of funds, subject to appropriation by the Board. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.

6. Increase of Funds. The Grantee agrees that the Board may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under the Grant Agreement by amending the Program description, Program budget, or special conditions contained in the approved description attached to the Grant Agreement. The Grantee further agrees that any such increases shall be governed by the terms of the Grant Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure of the funds.

7. Monitoring. The Grantee agrees that the Board may, at the Board's discretion, audit the Grantee for compliance with the terms and conditions of the Grant Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Board may request.

8. Records Retention Period. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Board.

9. Reporting Schedule. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in the Grant Agreement as the Board may require. Failure to provide reports or respond to monitoring or audit inquiries shall be cause for disqualification for future grant awards.

10. All reports, correspondence, and documents required under the Grant Agreement shall be submitted to:

Jane Hawes  
Director of Communications  
Delaware County, Ohio  
91 North Sandusky Street  
Delaware, Ohio 43015  
jhawes@co.delaware.oh.us

11. Procurement. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that comports with all competitive bidding laws applicable to the Grantee or, if no such laws apply to Grantee, provides for maximum open and free competition.

12. Reasonable Costs. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

13. Cost Overruns. All cost overruns shall be the responsibility of the Grantee.

14. General Compliance. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of the Grant Agreement, including, but not limited to, all supporting documents, plans and specifications, shall be subject to review and approval by Board staff to ensure compliance with Board, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Board.

15. Records Review. The Grantee hereby agrees that all aspects of the activities described in the Grant Agreement and all documents relating to and supportive of said activities, including, but not limited to,

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specifications and reports of funds expended, shall be freely available to the Board or its authorized representatives for review by the Board to ensure conformity with the terms of the Grant Agreement.

16. Contractors and Subcontractors. The Grantee shall ensure that any agreements with contractors or subcontractors for any of the purposes of the Grant Agreement are made subject to the terms and conditions of the Program and the Grant Agreement.

17. The Grantee, all contractors and subcontractors shall maintain during the term of the Grant Agreement adequate insurance coverage insuring the interests of all parties to the Grant Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under the Grant Agreement.

18. Discrimination. The Grantee agrees that all activities assisted pursuant to the terms and conditions of the Grant Agreement shall be open to all regardless of age, sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law.

19. Conflict of Interest. If any member of the Grantee's governing body or staff has an identity of interest with any of the persons or businesses providing supplies or services for which funds are being advanced under the Program or the Grant Agreement, the Grantee shall make written disclosure of the nature and extent of the relationship to the Board prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Board.

20. Liability. Delaware County and the Board, and their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under the Grant Agreement, for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

21. Indemnification; Hold Harmless.

a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of the Grant Agreement shall be the responsibility of the Grantee, and not the responsibility of the Board, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee.

b. Grantee shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused by any negligent acts, errors or omissions of the Grantee, its employees, agents, contractors, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

22. Violations of Grant Agreement. The Board reserves the right to pursue all remedies available to it to cure any violation of the Grant Agreement. In the event the Grantee violates any of the provisions of the Grant Agreement, the Board shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Board, within the time prescribed herein, this Agreement may be terminated forthwith by the Board.

23. Suspension of Grant. If the Grantee has failed to comply with the Grant Agreement, or in the event that funds are no longer available, on reasonable notice to the Grantee, the Board may suspend the grant and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding, or a decision to terminate the Grant Agreement.

24. Termination for Cause. The Board may terminate the Grant Agreement, in whole or in part, at any time before the end of the Grant Term, if the Board determines that the Grantee has failed to comply with the conditions of the Grant Agreement or in the event that funds are no longer available. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date thereof.

25. Termination for Convenience. The Board or the Grantee may terminate the Grant Agreement in whole, or in part, when both parties agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date of termination, and shall cancel as many outstanding obligations as possible. The Board may pay, but only from available Grant funds, the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

26. Remedies. The Grantee agrees that the election of the Board to pursue any of the remedies set forth herein

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shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

27. Severability. The parties agree that the invalidity of any clause, part, or provision of these Terms and Conditions or the Grant Agreement shall not affect the validity of the remaining portions thereof.

28. Governing Law. The Grant Agreement shall be subject to and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising thereunder shall only be filed in and heard before the courts of Delaware County, Ohio.

GRANT AGREEMENT BETWEEN  
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND  
[NAME]

This Agreement is entered into on \_\_\_\_\_, by and between the Delaware County Board of Commissioners (the “Board”), and [NAME] (the “Grantee”).

I. GRANT OF FUNDS; GOVERNING DOCUMENTS

The Board shall provide a Delaware County 2026 Community Enhancement Grant to the Grantee in the maximum amount of [AMOUNT] Dollars (\$). The grant of funds shall be subject to the Delaware County 2026 Community Enhancement Grant Program Guidelines and Terms and Conditions, which are hereby incorporated by this reference as if fully set forth herein.

II. EFFECTIVE DATE; GRANT TERM

This Agreement shall be effective as of the date first written above (the “Effective Date”), and the Grantee shall incur any eligible expenses and request reimbursement from the funds provided under Agreement in accordance with the terms hereof on or after the Effective Date but no later than \_\_\_\_\_ (the “Grant Term”), unless extended upon written agreement of both parties.

III. USE OF GRANT FUNDS

The Board will provide funds for, and the Grantee shall use the funds exclusively for, eligible expenses in accordance with the project description included with the Grantee’s application, generally described as follows: [SUMMARY DETAIL].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

GRANTEE  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS  
OF DELAWARE COUNTY, OHIO  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Tracie Davies, County Administrator  
Pursuant to Resolution No. 26-\_\_\_\_\_

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

16  
ADMINISTRATOR REPORTS

- CA Davies – No reports
- Deputy Administrator and Counsel Hochstettler – No reports
- Deputy Administrator Huston – No reports

17  
COMMISSIONERS’ COMMITTEES REPORTS

- Commission Merrell
  - Fair Week
  - Chamber Meeting today – State of the Schools
- Commissioner Lewis
  - No reports
- Commissioner Benton
  - DKMM was Tuesday
  - Regional Planning Tonight
  - Condolences to the Don Kelley Family regarding the passing of Don
    - One of the co-creators (Don Kelley and Bob Weiler) of Polaris area

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**18**  
RESOLUTION NO. 26-686

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

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

**19**  
RESOLUTION NO. 26-687

**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