

COMMISSIONERS JOURNAL NO. 85 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2026

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

Present:
Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner

1
RESOLUTION NO. 26-764

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

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

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

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

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

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

2
PUBLIC COMMENT
Mr. Mitchell inquiring about accountability.

3
RESOLUTION NO. 26-765

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1014:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1014, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2603486	HONEYWELL (PERMANENT IMPROV.	40111402-5410	\$5,149.20
P2601200	PNC BANK (PRO-CARD 911 DEPART.)	21411306-5200	\$5,000.00

PR Number Vendor Name Line Description Account Amount

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

4
RESOLUTION NO. 26-766

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2027, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

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

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Delaware County, has submitted an application to the Delaware County Board of Commissioners (the “Board”) for domestic violence funds for 2027, the application having been filed prior to the deadline of October 1, 2026; and

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WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant’s eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

Section 1. The Board hereby acknowledges receipt of an application for 2027 domestic violence funds from Turning Point shelter in Delaware, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2027 at \$32,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

5
RESOLUTION NO. 26-767

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENTS FOR THE PETITIONER, DAVID W. FISHER AND MONICA J. FUSTER REQUESTING ANNEXATION OF 152.254 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

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

WHEREAS, on September 16, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David W. Fisher and Monica J. Fuster requesting annexation of ±152.254 acres of land in Berkshire Township to the Village of Galena; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the municipal corporation or township does not file an objection within twenty-five 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, twenty-five days have passed and the Clerk of the Board has not received an objection from the Village of Galena or Berkshire Township;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of ±152.254 acres of land in Berkshire Township to the Village of Galena.

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

6
RESOLUTION NO. 26-768

IN THE MATTER OF AUTHORIZING THE SALE OF PERSONAL PROPERTY TO PLAIN CITY POLICE DEPARTMENT FOR CONTINUED USE BY AN ASSIGNED DEPUTY UPON HIRE WITH PLAIN CITY POLICE DEPARTMENT:

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

WHEREAS, pursuant to section 307.12(D) of the Revised Code, a board of county commissioners may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property’s value; and

WHEREAS, the Delaware County Sheriff’s Office purchased custom sized ballistic vest panels in May of 2025 for \$1,000.00 to fit an assigned deputy; and

WHEREAS, the ballistic vest panels have a life span of five years and have a current value of \$700.00; and

WHEREAS, the assigned deputy is pursuing employment with the Plain City Police Department; and

WHEREAS, the Plain City Police Department has requested to purchase the ballistic vest panels for the remaining value of \$700.00 upon hiring of the assigned deputy;

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

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Section 1. The Board hereby authorizes the sale of the ballistic vest panels to the Plain City Police Department for the remaining value of \$700.00.

Section 2. The sale of the ballistic vest panels shall be conditioned upon Plain City Police Department accepting the custom sized ballistic vest panels “as is” and accepting sole responsibility for the care and maintenance of the vest panels.

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

7
RESOLUTION NO. 26-769

IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND METALS TREATMENT TECHNOLOGIES, LLC, FOR LEAD MAINTENANCE AT THE DELAWARE COUNTY FIRING RANGE TRAINING FACILITY:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the Agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and Metals Treatment Technologies, LLC, for lead maintenance at the Delaware County firing range training facility;

NOW, THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approves the following services agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and Metals Treatment Technologies, LLC for lead maintenance at the Delaware County firing range training facility:

SERVICES AGREEMENT

This Agreement is made and entered into on October 15, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), the Delaware County Sheriff’s Office, 1776 State Route 521, Delaware, Ohio 43015 (“DCSO”), and Metals Treatment Technologies, LLC, 14045 W 66th Avenue, Arvada, Colorado 8004 (“Contractor”), hereinafter collectively referred to as the “Parties”.

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide firing range lead maintenance at the DCSO Training Facility located at 888 U.S. 42, Delaware, Ohio 43015.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s proposal, dated August 18, 2026 (the “Proposal”), attached hereto and by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein take precedence.

2 SUPERVISION OF SERVICES

- 2.1 County and DCSO hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County/DCSO for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement, subject to the mutually agreed-upon schedule of the Parties.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County, DCSO and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor’s Proposal.
- 4.2 Total compensation under this Agreement shall not exceed \$47,250.00.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services

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5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with the Proposal and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The DCSO may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The DCSO shall pay invoices within the time period set forth in the Proposal.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director on a date mutually agreed upon by the Parties and shall complete the Services promptly in accordance with the Contractor's Proposal and the mutually agreed-upon schedule. The term of this Agreement shall be one year from the date Services commence.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 Either the County/DCSO or the Contractor may, upon thirty (30) days' written notice to the other party, terminate this Agreement with or without cause.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County and the DCSO are not liable for payment for Services performed after the date of termination.

8 INDEMNIFICATION

- 8.1 The Contractor 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 proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance. Said policy must be, at a minimum, in the amount of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired, and non-owned automobiles. Identical coverage shall be requested to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, Ohio, its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all its subcontractors, shall furnish the County with properly executed certifications of insurance for all insurance required by the Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current Delaware County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of Delaware County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision of future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.com.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that, neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, ancestry, or military status shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, ancestry, or military status. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

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

8
RESOLUTION NO. 26-770

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

Supplemental Appropriations

29031318-5001	CONCEALED HANDGUN Compensation	60,000.00
29031318-5004	CONCEALED HANDGUN Overtime	1,500.00
29031318-5101	CONCEALED HANDGUN Health Ins	14,000.00
29031318-5102	CONCEALED HANDGUN Workers Comp	550.00
29031318-5120	CONCEALED HANDGUN County Share/OPERS	8,600.00
29031318-5131	CONCEALED HANDGUN County Share/Medicare	900.00
29031318-5301	CONCEALED HANDGUN Contracted Prof. Services	47,200.00

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Transfer of Appropriations						
From:		To:				
31931360-5004			31931360-5380			2,200.00
IDEP			IDEP			
Overtime			Other Services			
32031361-5004			32031361-5380			2,200.00
STEP			STEP			
Overtime			Other Services			
Vote on Motion	Mrs. Lewis	aye	Mr. Benton	aye	Mr. Merrell	aye

9
RESOLUTION NO. 26-771

IN THE MATTER OF APPROVING A PSYCHOTROPIC DRUG REIMBURSEMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE DELAWARE-MORROW MENTAL HEALTH &
RECOVERY SERVICES BOARD AND THE DELAWARE COUNTY BOARD OF
COMMISSIONERS FOR FY2027:

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

WHEREAS, the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Sheriff and staff recommend the Psychotropic Drug Reimbursement Program Funding Agreement between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Board of Commissioners for FY2027;

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

Section 1. The Board hereby approves the Psychotropic Drug Reimbursement Program Funding Agreement between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Board of Commissioners for FY2027.

Psychotropic Drug Reimbursement Program Funding Agreement between the
Delaware-Morrow Mental Health & Recovery Services Board
and the
Delaware County Board of Commissioners
FY2027

This Agreement is by and between the Delaware-Morrow Mental Health & Recovery Services Board, 40 N. Sandusky Street, Suite 301, Delaware, Ohio 43015, (hereinafter "Board"), and the Delaware County Board of County Commissioners, 91 North Sandusky St., Delaware, Ohio 43015 ("BOC").

Whereas, Pursuant to Ohio Revised Code §5119.19, Ohio has established a Psychotropic Drug Reimbursement Program (hereinafter "Program") to provide reimbursement to counties for the cost of psychotropic drugs that are dispensed to inmates of county jails in Ohio, including the Delaware County Jail;

Whereas, the Ohio Department of Mental Health and Addiction Services (OhioMHAS) is responsible for implementing and administering the Program;

Whereas, the amount of reimbursement to be provided to the BOC by OhioMHAS under the Program shall be processed through Board;

Whereas, Board and the BOC wish to set forth their mutual understanding with respect to this funding arrangement.

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

- 1. **Reimbursement Process.**
 - a. The BOC must comply with OhioMHAS reimbursement request requirements and deadlines in order to be eligible for Program reimbursement for each of two reporting periods; (July 1, 2026 - December 31, 2026 and January 1, 2027 to June 30, 2027).
 - b. Funding amounts available to the BOC for both reporting periods shall not exceed a total calculated and allotted in accordance with the Program funding formula established by OhioMHAS, subject to and including any rules hereafter adopted by the Director, OhioMHAS.

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- c. Board will draw-down funds once available from OhioMHAS via the Grants and Funding Management System and shall notify the BOC that the funds are being processed.
 - d. The BOC shall submit an invoice to Board for the total reimbursement amount allowed by OhioMHAS.
 - e. Payment shall be made to the BOC after funds are received by Board.
 - f. Board shall not be liable for any payments under this Agreement other than amounts made available to Board by OhioMHAS for payment to the BOC under the Program for each Program Reporting Period.
 - g. Questions regarding reimbursement reporting, process and amounts should be directed to OhioMHAS.
2. **Agreement Term.**
The term of this Agreement shall be effective July 1, 2026 continuing to June 30, 2027.
3. **Information and Audits.**
Both Parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this Agreement and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.
4. **Relationship of the Parties.**
The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
5. **Compliance with Legal Requirements.**
The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.
6. **Entire Agreement.**
It is acknowledged by the Parties that this Agreement represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.
7. **Amendment.**
No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.
8. **Liabilities of the Parties.**
The parties are governmental entities/political subdivisions and lack authority to indemnify. Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.
9. **No Third-Party Beneficiaries/Assignment.**
Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligation s pursuant to this Agreement without the prior written consent of the other.
10. **Applicable Law.**
The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof and venue shall be in Delaware County, Ohio.

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

10
RESOLUTION NO. 26-772

**IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE DELAWARE COUNTY
TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR TAX YEAR 2025:**

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

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WHEREAS, the various Delaware County tax incentive review councils (“TIRC”) met and reviewed projects for compliance in accordance with section 5709.85 of the Revised Code on August 28, 2026; and

WHEREAS, the Liberty Township TIRC reviewed the exemptions and agreements within its jurisdiction, determined that all active exemptions are in compliance with requirements, and recommends continuing the exemptions; and

WHEREAS, the Orange Township TIRC reviewed the exemptions and agreements within its jurisdiction, determined that all active exemptions are in compliance with requirements, and recommends continuing the exemptions; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each exemption and agreement and the recommendations of the TIRC to the Director of the Ohio Department of Development;

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

Section 1. The Board hereby accepts the recommendations of each TIRC as set forth above.

Section 2. The Board directs the Economic Development Department to file all information required by the State of Ohio with the Director of the Ohio Department of Development.

Section 3. The Board hereby thanks the members of each TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

11
RESOLUTION NO. 26-773

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE BERLIN MEADOWS NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on December 28, 2020, the Board adopted Resolution No. 20-1187, establishing the Berlin Meadows New Community Authority; and

WHEREAS, the terms of Tracie Davies and Tiffany Maag on the Berlin Meadows New Community Authority will expire December 27, 2026, and both members have expressed interest in being re-appointed to these seats; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint two current members to the Berlin Meadows New Community Authority Board of Trustees;

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 re-appointment of two members to the Berlin Meadows New Community Authority Board of Trustees.

Section 2. The Board of Commissioners hereby approves re-appointment of the following members to the Berlin Meadows New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Local Government Representative	Tracie Davies	December 27, 2028
Citizen Member	Tiffany Maag	December 27, 2028

Section 3. The re-appointments approved herein shall take effect on December 28, 2026.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to the statutory developers for the Berlin Meadows New Community Authority.

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

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12

RESOLUTION NO. 26-774

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE LIBERTY GRAND NEW
COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on December 28, 2020, the Board adopted Resolution No. 20-1188, establishing the Liberty Grand New Community Authority; and

WHEREAS, the terms of Dawn Huston and Tiffany Maag on the Liberty Grand New Community Authority will expire December 27, 2026; and both members have expressed interest in being re-appointed to these seats; and

WHEREAS, on June 20, 2013, the Delaware County Board of Commissioners (the “Board”) 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 to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to re-appoint two current members to the Liberty Grand New Community Authority Board of Trustees;

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 re-appointments of two members to the Liberty Grand New Community Authority Board of Trustees.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to the Liberty Grand New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Local Government Representative	Dawn Huston	December 27, 2028
Citizen Member	Tiffany Maag	December 27, 2028

Section 3. The appointments approved herein shall take effect on December 28, 2026.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to the statutory developer for the Liberty Grand New Community Authority.

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

13

RESOLUTION NO. 26- 775

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE
AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the term of Frank Reinhard expires December 31, 2026; and

WHEREAS, Reinhard desires to be re-appointed; and

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

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

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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 re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to Delaware County Finance Authority Board of Directors for the term specified herein:

Appointee	Term Ends
Frank Reinhard	December 31, 2030

Section 3. The re-appointment approved herein shall be effective January 1, 2027.

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

14
RESOLUTION NO. 26-776

IN THE MATTER OF APPROVING THE CONSTRUCTION MANAGER CONTINGENCY REQUEST 1 FROM GILBANE BUILDING COMPANY FOR STORAGE OF THE PRE-ENGINEERED METAL BUILDING (PEMB) ON THE SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has entered into an agreement with Gilbane Building Company (“Gilbane”) as construction manager at risk for the social services administration facility project; and

WHEREAS, pursuant to Section 6.2.1.3 of the agreement, Gilbane has submitted a Construction Manager Contingency request for the storage of the PEMB materials in the amount of \$22,642, which was unknowingly or inadvertently omitted by Gilbane in allocating the scope of work related to the PEMB;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the use of the Construction Manager’s Contingency for the cost of storage of the PEMB materials in the amount of \$22,642 and authorizes the County Administrator to execute any necessary documentation in furtherance thereof.

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

15
RESOLUTION NO. 26-777

IN THE MATTER OF APPROVING THE OWNER CONTINGENCY REQUEST 5 FROM GILBANE BUILDING COMPANY FOR PRE-ENGINEERED METAL BUILDING (PEMB) DESIGN CHANGES ON THE SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has entered into an agreement with Gilbane Building Company (“Gilbane”) as construction manager at risk for the social services administration facility project; and

WHEREAS, Gilbane has submitted an Owner Contingency request for the cost of design changes to the PEMB in the amount of \$26,989, which were the result of changes in the design of the PEMB after bidding;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the use of the Owner’s Contingency for the cost of design changes to the PEMB in the amount of \$26,989 and authorizes the County Administrator to execute any necessary documentation in furtherance thereof.

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

16
RESOLUTION NO. 26-778

IN THE MATTER OF APPROVING THE OWNER CONTINGENCY REQUEST 7 FROM GILBANE BUILDING COMPANY FOR THE SUBGRADE STABILIZATION ON THE SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has entered into an agreement with Gilbane Building Company (“Gilbane”) as construction manager at risk for the social services administration facility project; and

WHEREAS, Gilbane has submitted an Owner Contingency request for the cost of subgrade stabilization in the amount of \$92,880, which is the result of the additional site work, cement, and other materials to stabilize the subgrade area found after bidding;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the use of the Owner’s Contingency for the cost of the additional site work, cement, and other materials in the amount of \$92,880 and authorizes the County Administrator to execute any necessary documentation in furtherance thereof.

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

17
ADMINISTRATOR REPORTS

- CA Davies
 - TID Board Updates
 - Approve Bale Canyon Road phase three - \$750,000 from TID Board along with OPWC money
 - 71/36 was discussed with Phase A opening in 2027
 - Orange Road Railroad Grade Separation
 - This is a \$50 million project with funds coming from OPWC, MORPC, State and others.
- Deputy Administrator and Counsel Hochstettler – No reports
- Deputy Administrator Huston – No reports

18
COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner Merrell
 - Attended the Homeport meeting on Wednesday
 - Will Attend Virtual CCO Board Meeting
 - Will work elections so training is tomorrow afternoon
- Commissioner Lewis
 - Attending and Speaking at the Justice & Public Safety CCO Board Meeting
- Commissioner Benton
 - Swear in Joe St. John as a member to the Finance Authority Board of Directors
 - Attended event at the Strand - Grand Finale of Ohio Goes to the Movies
 - Featured Film was the story of Jackie Robinson
 - 400+ people in attendance
 - Closed street down for food trucks and book signings
 - Marty Brenneman, Branch Rickey III and Larry Doby, Jr were in attendance

19
RESOLUTION NO. 26-779

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION TO PURCHASE PROPERTY FOR PUBLIC PURPOSES:

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

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 to consider purchase of property for public purposes.

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

20
RESOLUTION NO. 26-780

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners