

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

PR Number	Vendor Name	Line Description	Account	Amount
R2503192	PROPIO LS LLC	Language Translation Services	22411605 - 5301	\$10,000.00
R2503910	SERENDIPITY COUNSELING CENTER	COUNSELING SVCS 25 26	10011303 - 5301	\$ 6,000.00
R2503911	DELAWARE COUNTY HISTORICAL SOCIETY	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$18,000.00
R2503950	GEOSYNTEC CONSULTANTS INC	PROFESSIONAL DESIGN SERVICES FOR INDUSTRIAL	66211900 - 5301	\$40,000.00
R2503987	CIVIC UPLIFT LLC	GENERAL GRANT CONSULTING - NON CDBG	10011102 - 5301	\$15,000.00

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

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RESOLUTION NO. 25-630

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM
AGENT FOR THE PETITIONER, KEVIN MULLINS, REQUESTING ANNEXATION OF 0.709
ACRES OF LAND IN CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

It was moved by Mr. Benton, seconded by Mr. Merrell, to acknowledge that on August 6, 2025, the Clerk to the Board of Commissioners received a petition requesting annexation of 0.709 acres of land from Concord Township to the Village of Shawnee Hills.

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

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RESOLUTION NO. 25-631

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY
ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of some regular sessions of the Board’s meetings, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from August 20, 2025 through August 27, 2025, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners’ departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 24-348, which shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, from August 20, 2025 through August 27, 2025, the Board hereby designates the Deputy Administrator/Director of Administrative Services as the Acting County Administrator with authority to perform all functions delegated in Section 1. In the event the County Administrator and Deputy Administrator/Director of Administrative Services are both absent, from August 20, 2025 through August 27, 2025, the Board hereby designates the Deputy Administrator/General Counsel as the Acting County Administrator with authority to perform all functions delegated in Section 1.

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

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

6
RESOLUTION NO. 25-632

IN THE MATTER OF APPROVING A GRANT AGREEMENT BETWEEN THE DELAWARE
COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY HISTORICAL
SOCIETY:

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

GRANT AGREEMENT BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND
THE DELAWARE COUNTY HISTORICAL SOCIETY

This Agreement is entered into on August 14, 2025, by and between the Delaware County Board of

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Commissioners (the "Board"), and the Delaware County Historical Society (the "Grantee").

I. GRANT OF FUNDS; GOVERNING DOCUMENTS

Pursuant to R.C. 307.23, the Board shall provide a grant to the Grantee in the maximum amount of Eighteen Thousand Dollars (\$18,000). The grant of funds shall be subject to the Grant Terms and Conditions, which are attached hereto and, by this reference, incorporated 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 this Agreement in accordance with the terms hereof on or after the Effective Date but no later than December 31, 2025 (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 generally described as follows: Repair of the Historic Jail roof.

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

**7
RESOLUTION NO. 25-633**

**IN THE MATTER OF APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT
AREA AGREEMENT WITH COLOGIX COL6, LLC:**

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

WHEREAS, the County of Delaware, Ohio (the "County") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the County; and

WHEREAS, to encourage that economic development, the Board of County Commissioners (the "Board") of the County, by Resolution No. 10-1050 adopted by the Board on August 9, 2010, designated the area specified in such resolution as the Orange Township Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to this resolution and the CRA Act, the County and Cologix COL6, LLC ("Property Owner") desire to execute a Community Reinvestment Area Agreement (the "CRA Agreement," substantially in the form attached hereto as Exhibit A and incorporated herein by reference) in connection with the development of a commercial use site for a data center interconnection hub (the "Project," as further described in the CRA Agreement) on certain land owned by the Property Owner in the County (the "Project Site"), which Project Site is described in the CRA Agreement; and

WHEREAS, the CRA Agreement will provide a ten (10) year real property tax exemption for the assessed value of new structures constructed at the Project Site as provided herein; and

WHEREAS, the Property Owner and the County desire to execute the CRA Agreement to provide for the successful development of the Project Site, which development will create and preserve employment opportunities in the County and will benefit the citizens of the County;

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

Section 1. The CRA Agreement between the County and the Property Owner, substantially in the form attached to this Ordinance as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the County Administrator. The exemption provided for in the CRA Agreement shall be with respect to the assessed value of new structures at the Project Site and shall apply for each separately identifiable real property improvement commencing with the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The exemption percentage for each structure shall be in accordance with the following schedule: Years 1 through 10 – fifty percent (50%).

Section 2. The CRA Agreement and any amendments thereto deemed by the County Administrator to be necessary are hereby approved. The approval of changes or amendments, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the County, shall be evidenced conclusively by the execution of the CRA Agreement by the President of the Board.

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Section 3. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 4. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

**EXHIBIT A
FORM OF CRA AGREEMENT
(attached hereto)**

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (the "County"), a political subdivision of the State of Ohio (the "State"), and COLOGIX COL6, LLC, a Delaware limited liability company, with its principal place of business located at 1601 19th Street, Suite 650, Denver, Colorado 80202 (and, together with its affiliates Cologix, Inc. and Cologix US, Inc., the "Property Owner").

WITNESSETH:

WHEREAS, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Delaware County that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, to encourage that economic development, the County, by Resolution No. 10-2010, adopted by the Board of County Commissioners of the County (the "Board") on August 9, 2010, designated the area specified therein as the Orange Township CRA (CRA #041-58618-01) (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, the Property Owner owns the real property contained within the County and the CRA (the "Project Site"), which Project Site is further described as Delaware County, Ohio permanent parcel number 318-230-25-001-002, and proposes to establish on the Project Site a commercial use site for a data center interconnection hub, as further described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Property Owner has submitted an application (attached hereto as Exhibit A and referred to herein as the "Application") requesting a CRA exemption from the County; and

WHEREAS, the Property Owner has remitted or shall remit with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Department of Development, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County and the Property Owner desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Olentangy Local School District (the "School District") and the board of education of the School District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Project Site is located within the jurisdiction of the Delaware Area Career Center (the "JVSD") and the board of education of the JVSD has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project. The Property Owner intends to cause the Project Site to be developed as a data center interconnection hub. The cost of the investments to be made in connection with the Project by the Property Owner is estimated to exceed \$274,000,000 through new construction of at least one Building, tenant improvements, on-site improvements, off-site improvements, as well as data center machinery and equipment. The estimate provided in this Section 1 is a good faith estimate provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. As a part of the investment in the Project, the Property Owner, or its tenants, will purchase and locate within the Project equipment, furniture and fixtures, which will not be relocated from another facility within the State of Ohio.

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2. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately July 1, 2025; and the scheduled estimated completion month for such investments is no later than approximately December 31, 2026. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 5 of this Agreement.

3. Employee Positions. The Property Owner estimates that there will be created at the Project Site, cumulatively, approximately 25–30 full-time permanent employee positions with an aggregate annual payroll of approximately \$2,500,000–\$3,000,000 upon full build-out of the Project. Currently, the Property Owner has no employees at the Project Site; therefore, no employee positions will be retained by the Property Owner in connection with the Project. The Property Owner has zero employees in Ohio. The payroll estimate provided in this Section is a good faith estimate provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement.

4. Provision of Information. The Property Owner shall provide to the proper tax incentive review council (the “TIRC”) any information reasonably required by the TIRC to evaluate the compliance with the Agreement, including returns or annual reports filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

5. Real Property Tax Exemptions. The County hereby grants a 10-year real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site, which the exemption percentage for each separately identifiable real property improvement commencing with the first year such real property improvement would first be taxable were that property not hereby exempted from taxation, according to the following schedule:

Years 1 through 10 – fifty percent (50%)

No exemption shall commence after tax year 2030 (i.e., tax lien date January 1, 2030) nor extend beyond tax year 2040 (i.e., tax lien date January 1, 2040). In addition, no exemption for construction of a particular building may extend beyond the 10 year exemption term for construction of that building. Although exemption under this Agreement for any separately identifiable real property improvement lasts for only 10 years at the most, the real property exemption period for the Project as a whole may last more than 10 years.

The Project Site is also within the Slate Ridge II tax increment financing (TIF) area, which provides for a 20-year, 75% TIF exemption. The TIF exemption on the Project Site shall run concurrent with the 10-year CRA exemption. The Property Owner agrees that the County shall retain all service payments in lieu of taxation pursuant to the TIF exemption to pay the costs of public infrastructure improvements that benefit the Project Site, including, but not limited to, the extension of Home Road from its current eastern terminus to Lewis Center Road with a grade-separated crossing of the Norfolk Southern and CSX railroad tracks adjacent to the Project Site. The Property Owner shall dedicate to the County any permanent and temporary easements on the Project Site in mutually acceptable locations as are necessary for the County’s construction or maintenance of public infrastructure improvements benefiting the Project Site.

6. Applications for Exemptions. The Property Owner acknowledges that the tax exemptions with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County, following the completion of construction of that real property improvement. The County agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Delaware County Auditor. The County shall file or cause to be filed a completed application for an exemption from real property taxation (DTE Form 24 or its successor form) with the Delaware County Auditor for each parcel exempt pursuant to the TIF resolution. The County and the Property Owner agree to cooperate with each other for this purpose, including the execution of a DTE Form 24P and/or imposing a requirement on future transferees of the real property comprising the Project Site to similarly cooperate, and to cooperate with the County Auditor, the Ohio Department of Taxation, and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with this Agreement.

7. Payment of Non-Exempt Taxes. The Property Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such the Property Owner’s property and shall file all tax reports and returns as required by law in connection therewith. If the Property Owner fails to pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement with respect to property of the Property Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 7, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any parcel.

8. Property Valuation. Upon completion of a Building as a part of the Project, the County Auditor will assign a market value for the Building, and the Property Owner agrees that it shall not challenge or dispute the market value of a Building or the Project Site assigned by the County Auditor for the duration of any CRA or TIF exemption set forth in this Agreement unless Property Owner determines in good faith the market value assigned by the County Auditor is materially inconsistent with the Project Site’s actual market value (as that term is used in accordance with applicable real property assessment law). For the avoidance of doubt, it will be a default by

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Property Owner under this Agreement if a court of competent jurisdiction determines the Property Owner lacked a good-faith basis to challenge the assigned market value.

9. Cooperation of the County. The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The County will assist the Property Owner by coordinating with the Delaware County Finance Authority and the Delaware County Regional Energy Special Improvement District regarding property-assessed clean energy financing and a sales tax exemption program incentive for the benefit of the Project.

10. Regulatory Compliance. The Project is located within Orange Township and is subject to Orange Township planning and zoning requirements. The Property Owner shall ensure that the Project meets all applicable Orange Township planning and zoning requirements, subject to final review and approval of Orange Township. The Property Owner shall also ensure that the Project meets all applicable building code and other regulatory requirements.

11. Orange Township JEDD. Orange Township has established the Orange Township Joint Economic Development District (JEDD) with the City of Worthington, applying its income tax within the JEDD. As a condition of this Agreement, unless otherwise agreed by Orange Township, the Property Owner shall participate in and include the Project Site in the JEDD and comply with all requirements of the JEDD.

12. Revocation of CRA. If for any reason the County revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless the Property Owner materially fails to fulfill its obligations under this Agreement and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement. Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2030.

13. Certification as to No Delinquent Taxes. The Property Owner hereby certifies that, at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) to Property Owner's knowledge, no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

14. Termination, Suspension or Modification upon Default. If an Owner materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement, which amount shall be a lien on the exempted property in the amount required to be repaid that shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

15. Approval by the County. The Property Owner and the County acknowledge that this Agreement must be approved by formal actions of the Board of County Commissioners of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

16. Non-Discriminatory Hiring. By executing this Agreement, the Property Owner is committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment on the basis of race, religion, sex, disability, color, national origin, or ancestry.

17. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Property Owner, any successor enterprise to the Property Owner, or any related member of the Property Owner or such successor (as those terms are defined in division (C) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (C) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

18. Transfer and/or Assignment. This Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed.

19. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original

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copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

20. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

21. Validity. The Property Owner covenants and agrees that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Property Owner waives any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Property Owner shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

22. Modifications. If it becomes necessary to modify the terms of this Agreement, then the party seeking modification shall request an amendment to this Agreement. No modification of this Agreement shall be effective unless a written amendment is approved and executed by each party.

23. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the County, to:
County of Delaware
91 North Sandusky Street
Delaware, Ohio 43015
Attention: General Counsel
Email: ahochstettler@co.delaware.oh.us

If to the Property Owner, to:
Cologix COL6, LLC
1601 19th Street, Suite 650
Denver, Colorado 80202
Attn: Legal Department
Email: legal@cologix.com

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

24. R.C. Section 9.66 Covenants. The Property Owner affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of the Property Owner has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, the Property Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

25. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Property Owner and the County pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Property Owner and the County in connection with such subject matter.

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

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RESOLUTION NO. 25-634

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
40311484-5328	Griffith #391/Maintenance & Repair Services	41,878.95

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

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RESOLUTION NO. 25-635

IN THE MATTER OF ACCEPTING A NON-BINDING TERM SHEET BY AND BETWEEN DELAWARE COUNTY AND HUNTINGTON PUBLIC CAPITAL CORPORATION REGARDING THE ISSUANCE OF BONDS BY DELAWARE COUNTY FOR PUBLIC IMPROVEMENTS IN CONNECTION WITH THE GRIFFITH #391 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has previously approved the Griffith #391 drainage improvement project; and

WHEREAS, in order to provide for the most advantageous financing of the public improvements, the Board deems it to be in the best interests of Delaware County to issue bonds for the necessary public improvements and providing for the annual appropriation, if necessary and subject to the terms set forth in the non-binding term sheet with Huntington Public Capital Corporation (the “Term Sheet”), of amounts to be paid with respect to such bonds in the event the revenues and funds pledged to their repayment are insufficient;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Term Sheet substantially in the form set forth below, authorizes the County Administrator to execute the Term Sheet on behalf of the Board, and directs the County Administrator, with the assistance of the County Auditor, the Director of Finance and legal counsel, to exercise good faith efforts to close the transaction in accordance with the Term Sheet.

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TERM SHEET

DATE:	August 5, 2025
ISSUE:	Special Assessment Bonds, Series 2025 (the "Bonds")
ISSUER/BORROWER:	Delaware County, Ohio ("Issuer")
PURCHASER/LENDER:	Huntington Public Capital Corporation ("Huntington")
SECURITY:	Special assessments on properties being improved. Assessments will be placed in September for collection beginning in 2026.
PRINCIPAL AMOUNT:	\$215,051.51
USE OF PROCEEDS:	To pay costs for a single ditch project.
BOND COUNSEL:	Squire Patton Boggs (US) LLP
PURCHASER'S COUNSEL:	N/A
CLOSING DATE:	TBD
TAX STATUS:	Tax-Exempt (Bank Qualified)
FINAL MATURITY:	December 1, 2033
INTEREST RATE:	4.60%
RATE ADJUSTMENT:	If the funding of the Bonds has not occurred by October 1, 2025, then the Interest Rate and payment will be adjusted to maintain Huntington's economics as of the date of issuing this Term Sheet.
FEE TO HUNTINGTON FOR COUNSEL:	\$0.00
TRANSACTION FEES:	All transaction fees, including those of Bond Counsel, shall be the responsibility of the Issuer.
INTEREST PAYMENTS:	Due and payable semi-annually on June 1 and December 1 commencing on June 1, 2026.
PRINCIPAL PAYMENTS:	Due and payable annually on December 1, commencing December 1, 2026, pursuant to the schedule attached.
OPTIONAL PREPAYMENT:	The Bonds are subject to optional redemption in whole, but not in part, at par value plus accrued interest, anytime on or after December 1, 2030.
DIRECT PLACEMENT:	Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the Bonds for its own account in its normal and customary business practice, with no current intention on the resale, distribution or transfer thereof.
TERM BOND ELECTION:	The Bonds will be a single certificate term bond, with principal payments representing mandatory principal redemptions.

DOCUMENTATION:	Transaction documents shall be prepared by Bond Counsel, subject to review and approval by Huntington and its Purchaser's Counsel.
PAYING AGENT:	Delaware County
RATING:	Not required by Huntington
POS/OFFICIAL STATEMENT:	Not required by Huntington
CUSIP:	Not required by Huntington
DTC CLOSING:	Not required by Huntington
PROPOSAL EXPIRATION:	This proposal shall expire at Huntington's option if (a) Huntington has not received the Issuer's written acceptance by August 29, 2025 and (b) if the closing date of the Bonds has not occurred by October 1, 2025.
HUNTINGTON CONTACT:	Jill L. Murphy Senior Vice President Huntington Public Capital Phone: (330)841-0179 Email: Jill.Murphy@huntington.com

	Date	Days	Interest Rate	Total Payment	Interest Portion	Principal Portion	Outstanding Balance		FY	Debt Service
Dated Date	10/1/2025						215,051.51			
1	6/1/2026	240	4.60%	6,594.91	6,594.91	0.00	215,051.51			
2	12/1/2026	180	4.60%	26,946.18	4,946.18	22,000.00	193,051.51	2026	\$	33,541.10
3	6/1/2027	180	4.60%	4,440.18	4,440.18	0.00	193,051.51			
4	12/1/2027	180	4.60%	28,440.18	4,440.18	24,000.00	169,051.51	2027	\$	32,880.37
5	6/1/2028	180	4.60%	3,888.18	3,888.18	0.00	169,051.51			
6	12/1/2028	180	4.60%	28,888.18	3,888.18	25,000.00	144,051.51	2028	\$	32,776.37
7	6/1/2029	180	4.60%	3,313.18	3,313.18	0.00	144,051.51			
8	12/1/2029	180	4.60%	29,313.18	3,313.18	26,000.00	118,051.51	2029	\$	32,626.37
9	6/1/2030	180	4.60%	2,715.18	2,715.18	0.00	118,051.51			
10	12/1/2030	180	4.60%	29,715.18	2,715.18	27,000.00	91,051.51	2030	\$	32,430.37
11	6/1/2031	180	4.60%	2,094.18	2,094.18	0.00	91,051.51			
12	12/1/2031	180	4.60%	31,094.18	2,094.18	29,000.00	62,051.51	2031	\$	33,188.37
13	6/1/2032	180	4.60%	1,427.18	1,427.18	0.00	62,051.51			
14	12/1/2032	180	4.60%	31,427.18	1,427.18	30,000.00	32,051.51	2032	\$	32,854.37
15	6/1/2033	180	4.60%	737.18	737.18	0.00	32,051.51			
16	12/1/2033	180	4.60%	32,788.69	737.18	32,051.51	0.00	2033	\$	33,525.88
Grand Totals				263,823.19	48,771.68	215,051.51			\$	263,823.19

10 ADMINISTRATOR REPORTS

11 COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton – attended a CCAO Meeting and gave a Press Release concerning Land Bank Grant information.

Commissioner Lewis – Nothing to report.

There being no further business, the meeting adjourned.

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners