

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 28, 2025

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

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

- 9:45A.M. Public Hearing for consideration of a Petition from the Berlin Township Board of Trustees requesting Vacation of Various Roads within the Plat of Tanktown in Berlin Township
- 10:00A.M. Reconvening of Public Hearing for consideration of Levying Drainage Maintenance Assessments apportioned according to Tax Value, in lieu of the Permanent Assessment Base Procedure, pursuant to Section 6137.111 of the Revised Code

1
RESOLUTION NO. 25-654

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 18, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on August 18, 2025; 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 MotionMrs. Lewis AyeMr. Merrell AyeMr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-655

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0827 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0827:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0827, memo transfers in batch numbers MTAPR 0827 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2502787) EMS Refunds	Emergency Medical Services	10011303-5319	\$16,500.00
(P2500527) Byers	County Garage	10011106-5228	\$4,000.00
(P2500527) Byers	County Garage	10011106-5328	\$5,000.00
(P2503021) DTAC OH Ohio	FCF System of Care	70161605-5348	\$32,000.00
(P2503400) Eastway	FCF System of Care	70161605-5348	\$50,000.00
(P2503721) Nutter Center	Childrens Services	22511607-5350	\$68,500.00
(P2501425)) Alloway	SRF Operations & Maintenance	66211900-5301	\$15,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2504065	APCO INTERNATIONAL	APCO INTELLICOM MAINTENANCE	21711326 - 5325	\$ 11,000.00
R2504069	AQUA-AEROBIC SYSTEMS INC	REPAIR PARTS	66211900 - 5228	\$ 5,330.78
R2504072	GGC WHOLESALE FLOORING LLC	REPLACE FLOORING - BREAK ROOM VETERANS SERVICES	40111402 - 5328	\$ 4,500.00

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R2504072	GGC WHOLESALE FLOORING LLC	REPLACE FLOORING - BATHROOMS KITCHENETTE JUVENILE	40111402 - 5328	\$ 5,400.00
R2504081	DITCH MAINTENANCE	GRIFFITH #391 START UP FEES	40311484 - 5328	\$ 38,388.16
R2504085	OHIO CAT	SEMI ANNUAL PM FOR GENERATORS & LOAD BANK TESTING	66211900 - 5328	\$ 36,717.50
R2504093	ULTRAPLEAT LLC	FILTERS FOR BLOWER BUILDINGS AT OECC	66211900 - 5201	\$ 6,618.48
R2504108	PETERSON CONSTRUCTION CO	PROJECT - RESOLUTION 25-643	66611900 - 5410	\$ 200,000.00
R2504129	HARRIS & HEAVENER EXCAVATING INC	COUNTY HOME ROAD FIBER INSTALLATION	42311453 - 5437	\$ 111,809.90
R2504130	HORIZON NETWORK PARTNERS	DARK FIBER IRU CONNECTION	42311453 - 5437	\$ 12,386.00
R2504106	TERRACON	WILLIS BUILDING	42011438 - 5410	\$ 15,300.00
R2504135	HACH CO	2 PORTABLE COMPOSITE SAMPLERS	66211900 - 5450	\$ 10,806.40
R2504142	ENVIRONMENTAL COMFORT LLC	911 CENTER UPS	21711326 - 5325	\$ 9,650.00
R2504142	ENVIRONMENTAL COMFORT LLC	TOWER SITE PREVENTATIVE	21411306 - 5325	\$ 5,305.00

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

4
RESOLUTION NO. 25-656

IN THE MATTER OF CHANGING THE LOCATION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION FOR MONDAY SEPTEMBER 15, 2025, TO THE DELAWARE COUNTY FAIRGROUNDS:

It was moved by Mr. Merrell, seconded by Mr. Benton, to change the location of the Delaware County Board of Commissioners’ session scheduled for Monday September 15, 2025, to the Delaware County Fairgrounds.

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

5
RESOLUTION NO. 25- 657

IN THE MATTER OF CANCELING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY SEPTEMBER 18, 2025:

It was moved by Mr. Merrell, seconded by Mr. Benton, to cancel the Delaware County Board of Commissioners’ session scheduled for Thursday September 18, 2025.

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

6
RESOLUTION NO. 25-658

IN THE MATTER OF ACCEPTING FOR CONSIDERATION THE AMENDMENT TO THE PETITION FOR THE WARREN #129 DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, on April 16, 2025, Richard R. Lehner, Earl E. Lehner, and others, filed a petition with the Clerk of the Board of Commissioners, pursuant to Chapter 6131 of the Revised Code, requesting certain improvements to the Warren #129 Watershed Drainage Improvement Petition (the “Petition”); and

WHEREAS, pursuant to section 6131.05 of the Revised Code, any benefiting owner may, not more than twenty-one days after the date of the view, file an amendment to a petition for a drainage improvement that expands the length of the proposed improvement, provided that such amendment does not expand the area to be benefited by the proposed improvement, and any amendment shall include the information required by section 6131.04 of the Revised Code along with the amendment; and

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WHEREAS, Scott Svonovec and Regina Svonovec are benefiting owners who filed an amendment to the Petition pursuant to section 6131.05 of the Revised Code on August 12, 2025, prior to expiration of the amendment deadline; and

WHEREAS, the amendment filed contain the information required by section 6131.04 of the Revised Code;

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

Section 1. The amendment to the Petition filed by Scott Svonovec and Regina Svonovec on August 12, 2025 was timely filed and meets all the substantive requirements of section 6131.05 of the Revised Code and is, therefore, accepted for consideration.

Section 2. The Delaware County Engineer and Delaware Soil & Water Conservation District are hereby directed to include consideration of the amendment to the Petition in the preliminary report on the proposed improvement.

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

7
RESOLUTION NO. 25-659

IN THE MATTER OF HONORING THE OLENTANGY LIBERTY HIGH SCHOOL GIRLS’ LACROSSE TEAM:

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

WHEREAS, the Delaware County Board of Commissioners wishes to recognize the athletic excellence and outstanding sportsmanship demonstrated by the Olentangy Liberty High School girls’ lacrosse team during their title-winning 2025 season; and

WHEREAS, in their third consecutive appearance at the state championship, the Patriots defeated Upper Arlington in a thrilling double-overtime win, becoming the first Liberty High School team to win back-to-back state championships; and

WHEREAS, the team set a new school record when they concluded the season with an extraordinary 23 wins and only one loss.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby congratulates the Olentangy Liberty Girls’ Lacrosse Team on winning the 2025 state championship and applauds the pride, perseverance and sportsmanship they have demonstrated both on and off the field throughout their record-setting season.

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

8
RESOLUTION NO. 25-660

IN THE MATTER OF HONORING THE OLENTANGY HIGH SCHOOL BOYS’ BASEBALL TEAM:

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

WHEREAS, the Delaware County Board of Commissioners wishes to recognize the excellence as athletes and representatives of their community that was demonstrated by the Olentangy High School Boys’ Baseball Team during their 2025 season; and

WHEREAS, the Olentangy Braves earned their first state championship on June 15, 2025, with a 2-1 defeat of Springboro H.S. in the Ohio High School Athletic Association Division I final game at Canal Park in Akron;

WHEREAS, this was the second appearance in the boys’ baseball state tournament for the Olentangy Braves and their first since 2006; and

WHEREAS, the state championship was the crowning touch to a season that saw 24 wins, seven losses and one tied game.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby congratulates the Olentangy High School Boys’ Baseball Team on winning the 2025 state championship and applauds the skill and sportsmanship they have demonstrated throughout their championship season.

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

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9
RESOLUTION NO. 25-661

IN THE MATTER OF APPROVING THE ALPHA GROUP OF DELAWARE’S PAYMENT OF CAPITAL REPAIRS TO 1000 ALPHA DRIVE FROM THE CAPITAL ACCOUNT ESTABLISHED IN THE LEASE AGREEMENT FOR SAID PROPERTY:

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

WHEREAS, on July 1, 2010, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 10-861, approving a lease agreement between the Board and the Alpha Group of Delaware, Inc. (“Alpha”) for the property known as 1000 Alpha Drive, Delaware, Ohio (the “Leased Premises”); and

WHEREAS, June 12, 2025, the “Board” adopted Resolution No. 25-439, approving the first extension of the lease agreement with the Alpha Group Of Delaware, Inc. to extend the termination date of the Lease Agreement from June 30, 2025, to February 28, 2031; and

WHEREAS, the lease agreement provides for the establishment of a capital account for the payment of capital improvements or repairs to the Leased Premises that cost \$5,000.00 or more, subject to approval by the Board; and

WHEREAS, Alpha obtained quotes for capital improvements or repairs to the Leased Premises in an amount more than \$5,000.00, for the following:

- fix a private fire hydrant in the amount of \$4,200; and
- tree removal, replacement and cleanup of \$1,755; and

WHEREAS, Alpha is seeking the Board’s approval to proceed with the capital improvements or repairs by utilizing the capital account;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves Alpha’s payment of capital improvements or repairs to the Leased Premises from the capital account established in the lease agreement as follows:

2025 Capital Improvements or Repairs	
fix a private fire hydrant	\$ 4,200
Tree removal, replacement and cleanup	\$1,755
TOTAL	\$ 5,955

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

10
RESOLUTION NO. 25- 662

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR TAX YEAR 2024:

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

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 Tuesday, August 5, 2025; 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.

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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 Mr. Benton Aye Mrs. Lewis Aye

11
RESOLUTION NO. 25-663

IN THE MATTER OF ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CITIZEN PARTICIPATION PLAN:

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

WHEREAS, the United States Department of Housing and Urban Development requires communities to maintain a Citizen Participation Plan and make updates every five years in relation to the CDBG Urban County program; and

WHEREAS, County Administration recommends adopting the Delaware County Citizen Participation Plan for 2025 to 2029;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby adopt the attached Delaware County Citizen Participation Plan for 2025 to 2029.

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

12
RESOLUTION NO. 25-664

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$215,051.51 FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS’ PORTION, IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF IMPROVING THE GRIFFITH #391 WATERSHED DRAINAGE AREA BETWEEN CERTAIN TERMINI BY ACQUIRING ANY REQUIRED INTERESTS IN REAL PROPERTY, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING, CONTROLLING EROSION, AND OTHERWISE IMPROVING THE SAME, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO.

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

WHEREAS, this Board has previously, by Resolution No. 24-531 adopted on July 1, 2024 (the “*Resolution of Necessity*”), declared the necessity of the improvement described therein and determined to proceed with the Improvement described in Section 2; and

WHEREAS, this Board has requested that the County Auditor, as fiscal officer of this County, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the County Auditor has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 2 is at least five (5) years and that the maximum maturity of the Bonds described in Section 2 is eight (8) years (not to exceed sixteen (16) semiannual installments);

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“*Authorized Denominations*” means the minimum denominations or any integral multiple in excess thereof as set forth in the Certificate of Award.

“*Bond Proceedings*” means, collectively, this Resolution, the Certificate of Award and such other proceedings of the County, including the Bonds, that provide collectively for, among other things, the rights of holders of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means the County Auditor, the Original Purchaser or a bank or trust company

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authorized to do business in the State of Ohio, as designated by the County Administrator in the Certificate of Award pursuant to Section 4, as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Certificate of Award and until a successor Bond Registrar shall have become such pursuant to the provisions of the Certificate of Award and thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“*Clerk*” means the Clerk of the Board of County Commissioners or any person serving in an interim or acting capacity with respect to that office.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*County*” means the County of Delaware, Ohio.

“*County Administrator*” means the County Administrator of the County or any person serving in an interim or acting capacity with respect to that office.

“*County Auditor*” means the County Auditor of the County or any person serving in an interim or acting capacity with respect to that office.

“*County Treasurer*” means the County Treasurer of the County or any person serving in an interim or acting capacity with respect to that office.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*Interest Payment Dates*” means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Principal Payment Dates*” means, unless otherwise specified in the Certificate of Award, December 1 in each of the years from and including 2026 to and including 2033.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Serial Bonds*” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*Term Bonds*” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Board determines that it is necessary and in the best interest of the County to issue bonds of this County in the maximum principal amount of \$215,051.51 (the “*Bonds*”) for the purpose of paying the property owners’ portion, in anticipation of the collection of special assessments, of the cost of improving the Griffith #391 Watershed Drainage Area between certain termini by acquiring any required interests in real property, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding, controlling erosion, and otherwise improving the

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same, together with all necessary appurtenances thereto (the “*Improvement*”), all as provided for in the Resolution of Necessity. The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, this Resolution and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount authorized in this Section 2 and shall be an amount determined by the County Administrator in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the County (or withheld by the Original Purchaser on behalf of the County) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the County Auditor, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the County. Any portion of those proceeds received by the County representing premium (after payment of any Financing Costs identified in the Certificate of Award) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions.

The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date. If requested by the Original Purchaser, the County Administrator is hereby authorized to prepare one bond representing the aggregate principal amount of Bonds maturing on all of the Principal Payment Dates, all as set forth in the Certificate of Award. The Bonds may be issued as (i) a single fully registered Serial Bond with principal installments payable in amounts equal to the principal amounts of the Bonds stated to mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the respective Principal Payment Dates or (ii) a single fully registered Term Bond with Mandatory Sinking Fund Redemption Requirements in amounts equal to the principal amount of the Bonds stated to mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the respective Principal Payment Dates.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year and computed on the basis as shall be determined by the County Administrator, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the County.

Consistent with the foregoing and in accordance with the County Administrator’s determination of the best interest of and financial advantages to the County, the County Administrator shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of the Bonds shall be payable when due upon presentation and surrender of the Bonds at the main office of the Bond Registrar; *provided, however*, to the extent that the Bonds are represented by a single Term Bond as permitted by this Section 3, principal of the Bonds which is redeemed pursuant to a Mandatory Sinking Fund Redemption Requirement shall be payable when due without prior presentation or surrender of the Bond but redemption of such principal shall be duly endorsed on the Bond Register, and in the case of the final principal

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payment due hereunder, surrender of the Bond at the main office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date; *provided, however*, that so long as the entire principal amount of the Bonds is represented by a single certificate, payment of principal and interest may be made by wire or check or draft mailed to the person in whose name the Bond was registered on the applicable date of payment, with presentation and surrender of said certificate to be made to the Bond Registrar after payment of principal and interest at final maturity.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The County shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the County, as specified by the County Administrator, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the County on or before the 45th day preceding any Mandatory Redemption Date with respect to which the County wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the County Auditor, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the County Auditor, also shall be received by the County for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the County Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the County, in whole or in part in Authorized Denominations, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the County Administrator in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the County Auditor to the Bond Registrar, given upon the direction of the County by adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

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(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the County. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in Authorized Denominations, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than the Authorized Denominations are then outstanding, each Authorized Denomination unit of principal thereof shall be treated as if it were a separate Bond of the Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denomination units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of an Authorized Denomination unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the Authorized Denomination unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the County by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 3(d), upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the County to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by at least two members of the Board of County Commissioners and the County Auditor, in the name of the County and in their official capacities, *provided* that any or all of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Bond from any other Bond and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution and the Certificate of Award.

The County Administrator is hereby authorized to designate in the Certificate of Award the County Auditor, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The County Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Certificate of Award, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the

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Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the County Auditor on behalf of the County. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange.

(a) **Bond Register.** So long as any of the Bonds remain outstanding, the County will cause the Bond Registrar to maintain and keep the Bond Register at its main office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the County nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) **Transfer and Exchange.** Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the main office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the main office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the County are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of Bonds exchanged or transferred, the County shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the County and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The County or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the County, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the County nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

Section 6. Sale of the Bonds to the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law and the provisions of this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Bonds with one or more other bond issues of the County into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. Any actions heretofore taken by the County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and any other County official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the County, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement

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Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

All special assessments collected for the Improvement described in Section 2 and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the improvement is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor or any other officer of the County having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Bonds as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The County Auditor or any other officer of the County having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 9. Rating, Bond Insurance and Financing Costs.

(a) **Application for Rating or Bond Insurance.** If, in the judgment of the County Auditor, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this County, the County Auditor is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Certificate of Award, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The County Auditor is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the County, that the County Auditor determines to be necessary in connection with the obtaining of that bond insurance.

(b) **Financing Costs.** The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award, is authorized and approved, and the County Auditor is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from

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that firm which is now on file in the office of the Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The County Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver or cause to be delivered a certified copy of this Resolution and a signed copy of the Certificate of Award to the County Auditor.

Section 12. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the County are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, this Resolution and the Certificate of Award.

Section 13. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 14. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

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

13
RESOLUTION NO. 25-665

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
40311478-5301	Franklin Drainage Improv Proj/Contracted Prof Services	185,974.25
40311450-5301	Ribov #620 Watershed/Contracted Prof Services	149,495.45
40311455-5319	Webster Arnold Drainage Proj/Reimbursement/Refunds	4,654.05
25422301-5201	CBCG Intensive Supervision/Gen Supplies & Equip < 1,000	358.72
25422302-5201	CBCG Electronic Monitoring/Gen Supplies & Equip < 1,000	110.07
25422311-5201	Presentence Investigation/Gen Supplies & Equip < 1,000	2.00
44511441-5715	Creekside Redev Tax Equiv Fd/Principal Payments-Note/Loan	52,921.00

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

14
RESOLUTION NO. 25-666

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION
ASSESSMENTS FOR THE GRIFFITH #391 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, with Resolution No. 25-561 the Delaware County Commissioners established a drainage maintenance account (#2501) and approved the permanent drainage maintenance easement for the Griffith #391 Drainage Improvement Project; and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined; and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 4.60%;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Commissioners approve the final

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schedule of construction assessments for the **Griffith #391** Drainage Improvement Project. (Copy available in the Commissioners’ Office until no longer of administrative value);

BE IT FURTHER RESOLVED that the Commissioners’ Office supply to the Auditor’s Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments. (Copy available in the Commissioners’ Office until no longer of administrative value).

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

15
RESOLUTION NO. 25-667

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HARRIS AND HEAVENER EXCAVATING, INC., FOR THE INSTALLATION OF CONDUIT AND FIBER OPTIC CABLING:

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

WHEREAS, the County Administrator/Data Center Director recommends approval of a professional services agreement between the Board of Delaware County Commissioners and Harris and Heavener Excavating, Inc., for the installation of conduit and fiber optic cabling;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the professional services agreement between the Board of Delaware County Commissioners and Harris and Heavener Excavating, Inc., for the installation of conduit and fiber optic cabling, as follows:

SERVICES AGREEMENT

This Agreement is made and entered into on 5/27/25, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Harris and Heavener Excavating, Inc., 149 Humphries Drive, Reynoldsburg, Ohio 43068 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide the labor, materials, tools, and equipment necessary for the installation of conduit and fiber optic cabling to the County’s Sheriff Training Facility at 4981 County Home Road, Delaware, Ohio and the County’s Dog Shelter at 4781 County Home Road, Delaware, Ohio (the “Services”). The Contractor shall perform the Services in a workmanlike manner.

1.2 The Services shall be further defined in, and rendered by the Contractor in accordance with, the Contractor’s Quotes dated May 14, 2025 (the “Quotes”), which are 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 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Information Technology (the “Director”) as the agent of the County 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.

3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County 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 Quotes.

4.2 For all Services, the lump sum fee shall be \$111,809.90.

4.3 Total compensation under this Agreement shall not exceed \$111,809.90 without subsequent modification of this Agreement in accordance with Section 3.1. The purchase of Services made under this Agreement is made pursuant to a procurement agreement with the City of Westerville and is exempt from competitive bidding, pursuant to R.C. 9.48.

4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden,

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general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor 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 County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.

5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services, promptly, diligently, in a workmanlike manner, and in accordance with the Quotes.

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 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

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 is 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 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 required 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, its elected officials and employees, shall be named as additional insureds 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 of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this 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 the 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 County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of 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

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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.

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 in 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 or 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.co.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 or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, 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 or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, the Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion

Mr. Benton Aye

Mrs. Lewis Aye

Mr. Merrell Aye

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16
RESOLUTION NO. 25-668

IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR THE REVIEW AND REMEDIATION OF THE DELAWARE COUNTY, OHIO, WEBSITE TO ENSURE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS FOR WEB ACCESSIBILITY:

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

WHEREAS, pursuant to section 307.862 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility; and

WHEREAS, the Board received proposals from 15 offerors, which were submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, the evaluation team has determined that all proposals received were responsive to the request for proposals and has completed its ranking of the responsive proposals;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the ranking of the proposals submitted for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility, as follows: (1) A360 Enterprises, LLC dba Allyant (most advantageous); (2) The Viscardi Center (second most advantageous); (3) Knowbility, Inc. (third most advantageous); (4) V Group, Inc. (fourth most advantageous);

BE IT FURTHER RESOLVED that the Board hereby directs the County Administrator and the evaluation team to conduct contract negotiations with A360 Enterprises, LLC dba Allyant.

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

17
RESOLUTION NO. 25-669

IN THE MATTER OF APPROVING A CHARITABLE AGENCY COMMITTEE FOR THE CHARITABLE AGENCIES SUPPORT POLICY:

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

WHEREAS, Resolution No. 13-424 approved a Charitable Agencies Support Policy for Delaware County; and

WHEREAS, section 5.1 of the Application Process states the following:

5.1 Delaware County will create a Charitable Agency Committee (hereinafter known as the “Committee”). The Committee will consist of five (5) members appointed by the Delaware County Board of Commissioners, with no more than one member from any one office or department within the county. One of the five members will be appointed as the chair. The Committee shall review all applications and make a recommendation to the Delaware County Board of Commissioners, which shall have final approval. The Committee members will serve on a two-year basis with no additional compensation for serving on the Committee. Members wishing to serve on the Committee that report to elected officials/boards other than the Board of Commissioners must first get approval from their respective elected official/board before announcing their intent to serve. The Committee will meet on an as-needed basis for the consideration of those Charitable Agencies applying for approval; and

WHEREAS, the following is a list of the proposed Charitable Agency Committee with terms from August 28, 2025, through December 31, 2027:

Jane Hawes (to serve as Chair), representing the Commissioners’ Office;
Robert Martin, representing the Sheriff’s Office, approved by Sheriff Jeff Balzer;
Seiji Kille, representing the Auditor’s Office, approved by Auditor George Kaitsa;
Clerk of Courts Natalie Fravel; and
Karen Wadkins, representing the Probate/Juvenile Courts, approved by Probate/Juvenile Courts Judge David Hejmanowski;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the above Charitable Agency Committee with terms from August 28, 2025, through December 31, 2027.

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

18
RESOLUTION NO. 25-670

IN THE MATTER OF APPROVING THE FIRST 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 Mr. Benton, to approve the following:

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the FIRST 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 first amendment to the 2024-2025 agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer:

FIRST AMENDMENT TO 2024-2025 AGREEMENT FOR
TRUANCY OFFICER

This First Amendment ("First Amendment") to 2024-2025 Agreement for Truancy Officer ("Agreement") is entered into this June 27, 2025 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 now desire to amend the Agreement.
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, 2025 through June 30, 2026.
- B. **Compensation for Services:** The amount ESC shall pay to the Court in exchange for the Court managing the already appointed Officer is increased from \$86,593.35 to \$89,000.
- C. **Signatures:** Any person executing this First 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 and this First Amendment, this First Amendment shall prevail.
- E. **Other Terms Unchanged:** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

19
RESOLUTION NO. 25-671

IN THE MATTER OF ACCEPTING DONATIONS MADE TO THE SHERIFF’S OFFICE:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Sheriff’s Office has received a cash donation from Columbus Outlets, LLC, in the amount of \$1,000.00, for support of the employee awards, plaques and food put on annually by the Delaware County Sheriff’s Office for employee recognition and awards banquet; and

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WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the donation and offer thanks to Columbus Outlets, LLC, for its generous support of the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation of \$1,000.00 from Columbus Outlets, LLC, to the Delaware County Sheriff’s Office and thanks Columbus Outlets, LLC, for its thoughtful generosity and commitment to Delaware County.

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

20
RESOLUTION 25-672

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM
CF ARCIS VIII LLC:

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

WHEREAS, sanitary easements are required for the construction of The Courtyards on Concord sanitary sewer; and

WHEREAS, CF ARCIS VIII LLC has provided the easement for sanitary sewer as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by CF ARCIS VIII LLC:

SANITARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, CF ARCIS VIII LLC, the Grantor for good and valuable considerations to it by the Board of County Commissioners of Delaware County, Ohio, Grantee, whose address is 91 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, forever, a perpetual, non-exclusive sanitary easement over, through, under, within, upon, and across the area described on the attached Exhibit A (identified as "0.066 Acre Easement #1" and "0.066 Acre Easement #2"), together with ingress and egress over reasonable routes across Grantor's tracts that adjoin the easement area (from the nearest road) when exercising the purposes of this easement, solely for the operation and maintenance of public and or private sanitary sewers, sanitary sewer service connections, sanitary force mains, sanitary manholes, sanitary valves, and other sanitary appurtenances.

Other than Permitted Exceptions (if any), as defined below, no other utility shall be located within the sanitary easement except for crossings as described herein; right angle or near right angle utility crossings (“near right angle” is defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over or across the sanitary line and over, across or through this sanitary easement are not restricted, except that all utility crossings under the sanitary sewer or force main shall be subject to the review and approval of the Delaware County Sanitary Engineer; any utility crossing within the sanitary easement resulting in an angle less than 80 degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer; no buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall be constructed above or below ground within the limits of the sanitary easement unless said structure is approved in writing by the Delaware County Sanitary Engineer; any material landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., within the sanitary easement area shall be reviewed for approval by the Delaware County Sanitary Engineer prior to installation; any landscaping features placed within the sanitary easement after the date hereof without approval and which materially obstruct use of the easement may be removed at any time by the Delaware County Sanitary Engineer or its representatives; in such case the cost of restoration shall be the responsibility of the Grantor, or, upon conveyance by the Grantor, by the Grantor's successors and assigns; the addition or removal of any dirt, soil, fill, or other changes to the ground elevation by or on behalf of Grantor above the sanitary sewer or force main within the sanitary easement shall be subject to approval of the Delaware County Sanitary Engineer; the Delaware County Sanitary Engineer reserves the right to require that all earthwork conducted by or on behalf of Grantor within the sanitary easement be graded to such a level that will, in his or her opinion, not jeopardize the structural integrity of or limit the County’s reasonable access to the sanitary sewer or force main. Grantee shall be responsible for the costs of operating, maintaining and repairing the easement facilities as well as for any damages arising out of use of the easement, including any damage to the leisure path and existing trees within or near the easement area.

The easement and right-of-way granted herein shall be subject to all matters of record and matters that would be shown by a current and accurate survey (including any existing underground facilities), to the extent affecting the easement tract and/or Grantor’s land (“Permitted Exceptions”).

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever, subject to the Permitted Exceptions.

And the said Grantor for itself and its successors and assigns, hereby covenants with said Grantee, its successors and assigns, that it is true and lawful owner of said premises as recorded in that certain Limited

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Warranty Deed recorded with the Delaware County Recorder (Deed Book 1263, Page 573) and is lawfully seized of the same in fee simple, subject to the Permitted Exceptions, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, subject to the Permitted Exceptions, and that it will warrant and defend the same against all claims of all persons whomsoever by, through or under Grantor, subject to the Permitted Exceptions. Such easements are granted in perpetuity.

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

21
TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES & REGIONAL SEWER DISTRICT

MONTHLY SANITARY APPROVAL UPDATE

22
RESOLUTION NO. 25-673

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR TRANEL CAD:

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

WHEREAS, Andrew L. & Jessica E. Tranel have submitted the plat of subdivision for Tranel CAD, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of subdivision for Tranel CAD:

Tranel CAD:
Situating in the State of Ohio, County of Delaware, Township of Radnor and being part of Farm Lots 13 and 14, Section 1, Township 5 Range 20. Being part of Parcel 2 (10.94 acre tract) and all of Parcel 3 (6.000 acre tract) found in BK 1404, PG 2633 in the name of Andrew L. and Jessica E. Tranel, in the Delaware County Recorder’s Office and being a subdivision of three (3) parcels, totaling 8.464 acres.

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

23
RESOLUTION NO. 25-674

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH PAMELA S. EVENER, TRUSTEE OF THE PAMELA S. EVENER TRUST AGREEMENT, FOR THE PROJECT KNOWN AS DEL-CR 51-0.33, COUNTY LINE ROAD/ FANCHER ROAD:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Pamela S. Evener, Trustee of the Pamela S. Evener Trust Agreement, for the project known as DEL-CR 51-0.33, County Line Road/ Fancher Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the contract for sale and purchase with Pamela S. Evener, Trustee of the Pamela S. Evener Trust Agreement, for the project known as DEL-CR 51-0.33, County Line Road/ Fancher Road as follows:

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 28th day of August, 2025 , Pamela S. Evener, Trustee of the Pamela S. Evener Trust Agreement dated March 16, 2007, whose address is 14545 Fancher Road, Johnstown, Ohio 43031, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafterthe PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
14-WD, T
DEL-CR51-0.33
County Line Road / Fancher Road

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

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TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **\$55,000.00 (Fifty – Five Thousand dollars)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies t? limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPER TY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to

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accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

- 11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
- 12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns. •
- 14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties. See attached Exhibit B pertaining to ditch enclosure.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

EXHIBIT A

LPA RX 851 WD

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Rev.
06/09

Ver. Date 11/22/24

PID 2302

PARCEL 14-WD
DEL-CR51-0.33
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
LICKING COUNTY BOARD OF COMMISSIONERS, LICKING COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein,

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the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the existing centerline of right-of-way of County Line Road (County Road 51) and on the right side of the existing centerline of right-of-way of Fancher Road (Township Road 87) as shown on a right-of-way plan set made in 2024 for the Delaware County Engineer's Office titled "DEL-CR51-0.33"; Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 25, Township 3 North, Range 15 West, United States Military District, being part of that 1 acre tract conveyed to Pamela S. Evener, Trustee of The Pamela S. Evener Trust Agreement dated March 16th, 2007, by deed of record in Instrument Number 200704100008980 and that 0.573 acre tract conveyed to Pamela S. Evener, Trustee of The Pamela S. Evener Trust Agreement dated March 16th, 2007, by deed of record in Instrument Number 200704100008981 (all references are to the records of the Recorder's Office, Licking County, Ohio, unless noted otherwise) and being more particularly described as follows:

BEGINNING at a Type "C" monument assembly to be set by others during construction at the northerly existing centerline of right-of-way intersection of County Line Road (County Road 51) and Fancher Road (Township Road 87), in the westerly line of said Section 25, in the easterly line of Farm Lot 2, Quarter Township 4, Township 3 North, Range 16 West, said United States Military District, the line common to said Licking County and Delaware County, State of Ohio, at the northwesterly corner of said 1 acre tract, the southwesterly corner of that 20.652 acre tract conveyed to Stone Meadow Enterprises, LLC by deed of record in Instrument Number 201702230003430, in the easterly line of that 26.70 acre tract conveyed as Second Parcel to Joyce Whitten by deeds of record in Deed Book 336, Page 410, Deed Book 565, Page 312, Deed Book 565, Page 314, Deed Book 565, Page 316, Deed Book 565, Page 318 and Deed Book 565, Page 320, all on file with the Recorder's Office, Delaware County, Ohio, located in the existing centerline of right-of-way of County Line Road (County Road 51) at station 50+59.55 and in the existing centerline right-of-way of Fancher Road (Township Road 87) at station 350+59.55;

Thence with the existing centerline of right-of-way of Fancher Road (Monroe Township Road 87), the northerly lines of said 1 and 0.573 acre tracts, and with the southerly line of said 20.652 acre tract, the following courses and distances:

North 83° 26' 32" East, a distance of 296.32 feet to a 5/8 inch iron rebar found at an angle point in the existing centerline of right-of-way of Fancher Road (Monroe Township Road 87), the northerly common corner of said 1 and 0.573 acre tracts, located in the existing centerline of right-of-way of Fancher Road (Township Road 87) at station 353+55.87; and

South 87° 45' 48" East, a distance of 117.27 feet to a magnetic nail set, located in the existing centerline of right-of-way of Fancher Road (Township Road 87) at station 354+73.14;

Thence across said 0.573 and 1 acre tracts, the following courses and distances:

South 02° 28' 49" West, across Fancher Road (Township Road 87) and with the line common to said 0.573 and 5.032 acre tracts (passing a 1/2 inch solid iron pin found at a distance of 30.19 feet, located 30.19 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 354+72.87), a total distance of 35.00 feet to an iron pin set, located 35.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 354+72.99;

South 88° 31' 59" West, a distance of 118.27 feet to an iron pin set in the line common to said 0.573 and 1 acre tracts, located 42.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 353+48.46;

North 85° 40' 56" West, a distance of 26.50 feet to an iron pin set, located 37.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 353+22.43;

South 75° 49' 34" West, a distance of 22.64 feet to an iron pin set, located 40.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 353+00.00;

South 86° 29' 42" West, a distance of 75.11 feet to an iron pin set, located 36.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 352+25.00;

South 72° 07' 56" West, a distance of 45.89 feet to an iron pin set, located 45.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 351 +80.00;

South 61 ° 45' 22" West, a distance of 85.00 feet to an iron pin set, located 54.00 feet right of existing centerline of right-of-way of County Line Road (County Road 51) station 49+91.63;

South 33° 54' 01.11 West, a distance of 25.75 feet to an iron pin set, located 41.00 feet right of existing centerline of right-of-way of County Line Road (County Road 51) station 49+69.40;

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South 18° 10' 30" West, a distance of 10.00 feet to an iron pin set, located 38.48 feet right of existing centerline of right-of-way of County Line Road (County Road 51) station 49+59.72;

South 03° 34' 33 11 West, a distance of 30.00 feet to an iron pin set, located 38.48 feet right of existing centerline of right-of-way of County Line Road (County Road 51) station 49+29.72; and

South 11 ° 22' 58 11 East, a distance of 36.88 feet to an iron pin set in the line common to said 1 and 1.707 acre tracts, located 48.00 feet right of existing centerline of right-of-way of County Line Road (County Road 51) station 48+94.09;

Thence North 88° 14' 28" West, with the line common to said 1 and 1.707 acre tracts, a distance of 48.02 feet to a point in the existing centerline of right-of-way of County Line Road (County Road 51), the westerly line of said Section 25, the easterly line of Farm Lot 1, said Quarter Township 4, said common County line, the westerly common corner of said 1 and 1.707 acre tracts, in the easterly line of that 102.407 acre tract conveyed to Sundance Real Estate Investments, LLC by deed of record in Official Record 499, Page 2511 on file with the Recorder's Office, Delaware County, Ohio, located in the existing centerline of right-of-way of County Line Road (County Road 51) at station 48+92.57;

Thence North 03° 34' 33" East, with the existing centerline of right-of-way of County Line Road (County Road 51), the westerly line of said Section 25, the easterly line of said Farm Lot 1, said common County line, the westerly line of said 1 acre tract, and with the easterly line of said 102.407 acre tract, a distance of 107.43 feet to a Type "C" monument assembly to be set by others during construction, an angle point in the existing centerline of right-of-way of County Line Road (County Road 51), the southerly existing centerline intersection of Fancher Road (Delaware County Road 20) and County Line Road (County Road 51), the easterly common corner of said Farm Lots 1 and 2, the easterly common corner of said 102.407 and 26.70 acre tracts, located in the existing centerline of right-of-way of County Line Road (County Road 51) at station 50+00.00 and in the existing centerline of right-of-way of Fancher Road (County Road 20) at station 350+00.00;

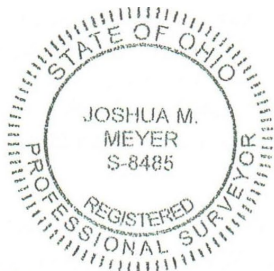
Thence North 03° 19' 22" East, continuing with the existing centerline of right-of-way of County Line Road (County Road 51), the westerly line of said Section 25, the easterly line of said Farm Lot 2, said common County line, the westerly line of said 1 acre tract, and with the easterly line of said 26.07 acre tract, a distance of 59.55 feet to the POINT OF BEGINNING, containing 0.544 acre, more or less, 0.381 acre of which is within the present roadway occupied. Of said 0.544 acre, 0.439 acre is within Licking County Auditor's Parcel Number 052-176406-00.000, 0.300 acre of which is within the present roadway occupied and 0.105 acre is within Licking County Auditor's Parcel Number 052-175412-00.000, 0.081 acre of which is within the present roadway occupied.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are 3/4 inch iron rebar, thirty (30) inches long with a 2 inch diameter aluminum cap placed on top bearing the initials "EMHT INC."

The bearings shown herein are based on the Ohio State Plane Coordinate System North Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GNSS observations using the Ohio Real Time Network. The portion of the existing centerline of right-of-way of County Line Road (County Road 51), having a bearing of North 03° 34' 33" East, is designated the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485, between February and April of 2024.



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EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

November 22, 2024

Date

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED ☒	CONDITIONAL ☐
APPROVED BY:	BS
DATE:	11/25/24

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EXHIBIT A

LPA RX 887 T

Page 1 of 3
Rev.
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Ver. Date 12/03/24
2302

PID

PARCEL 14-T
DEL-CRSI-0.33
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
COMPLETE GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
LICKING COUNTY BOARD OF COMMISSIONERS, LICKING COUNTY, OHIO

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the existing centerline of right-of-way of County Line Road (County Road 51) and on the right side of the existing centerline of right-of way of Fancher Road (Township Road 87) as shown on a right-of-way plan set made in 2024 for the Delaware County Engineer's Office titled "DEL-CR51-0.33";

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 25, Township 3 North, Range 15 West, United States Military District, being on, over and across that 1 acre tract conveyed to Pamela S. Evener, Trustee of The Pamela S. Evener Trust Agreement dated March 16th, 2007, by deed of record in Instrument Number 200704100008980 (all references are to the records of the Recorder's Office, Licking County, Ohio, unless noted otherwise) and being more particularly described as follows:

Beginning, for reference, at a 5/8 inch iron rebar found at an angle point in the centerline of Fancher Road (Township Road 87), in the southerly line of that 20.652 acre tract conveyed to Stone Meadow Enterprises, LLC by deed of record in Instrument Number 201702230003430, at the northeasterly comer of said 1 acre tract, the northwesterly comer of that 0.573 acre tract conveyed to Pamela S. Evener, Trustee of The Pamela S. Evener Trust Agreement dated March 16th, 2007, by deed of record in Instrument Number 200704100008981, located in the existing centerline of right-of-way of Fancher Road (Township Road 87) at station 353+55.87;

Thence South 03° 26' 53" West, with the line common to said 1 and 0.573 acre tracts, a distance of 42.65 feet to an iron pin set, located 42.00 feet right of existing centerline of right-of way of Fancher Road (Township Road 87) station 353+48.46;

Thence across said 1 acre tract, the following courses and distances:

North 85° 40' 56" West, a distance of 26.50 feet to an iron pin set, located 37.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 353+22.43;

South 75° 49' 34" West, a distance of 22.64 feet to an iron pin set, located 40.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 353+00.00;

South 86° 29' 42" West, a distance of 25.19 feet to the TRUE POINT OF BEGINNING, located 38.66 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 352+74.84;

South 35° 20' 30" West, a distance of 54.08 feet to a point, located 78.91 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 352+38.73;

North 58° 13' 37" West, a distance of 37.08 feet to a point, located 55.91 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 352+09.64;

South 42° 56' 23" West, a distance of 19.01 feet to a point, located 68.26 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 351+95.19;

North 43° 49' 54" West, a distance of 28.27 feet to a point, located 45.77 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 351+78.07;

North 61 ° 45' 22" East, a distance of 2.08 feet to an iron pin set, located 45.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 3 51 +80. 00;

North 72° 07' 56" East, a distance of 45.89 feet to an iron pin set, located 36.00 feet right of existing centerline of right-of-way of Fancher Road (Township Road 87) station 352+25.00; and

North 86° 29' 42" East, a distance of 49.92 feet to the TRUE POINT OF BEGINNING, containing 0.050 acre, more or less, all of which is within Auditor's Parcel Number 052-176406-00.000.

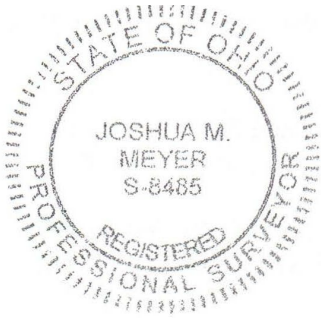
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

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Iron pins set, where indicated, are 3/4 inch iron rebar, thirty (30) inches long with a 2 inch diameter aluminum cap placed on top bearing the initials "EMHT INC."

The bearings shown herein are based on the Ohio State Plane Coordinate System North Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GNSS observations using the Ohio Real Time Network. The portion of the existing centerline of right-of-way of County Line Road (County Road 51), having a bearing of North 03° 34' 33" East, is designated the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485, between February and April of 2024.



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EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

December 3, 2024

Date

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

24
RESOLUTION NO. 25-675

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR BERLIN FARM WEST
SECTION 7:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Berlin Farm West Section 7;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Berlin Farm West Section 7 as follows:

OWNER’S AGREEMENT
PROJECT NUMBER: 25034

THIS AGREEMENT, executed on this 28th day of August, 2025, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm West Sec 7 further identified as Project Number 25034 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and

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proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees. All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Fifty Two Thousand Dollars and No Cents (\$52,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER’S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit “A” for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer’s satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER’S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, “as-built” drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,322,700.00
CONSTRUCTION BOND AMOUNT	\$1,322,700.00
MAINTENANCE BOND AMOUNT	\$132,300.00
INSPECTION FEE DEPOSIT	\$52,000.00

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

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25
RESOLUTION NO. 25-676

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0227	SPD PERMITTING	HOUSEMAN RD	ROAD BORE
UT2025-0228	SPD PERMITTING	BIG WALNUT RD	ACCESS CABINET
UT2025-0229	CINCINNATI BELL	TARTAN FIELD & MACKENZIE	FIBER OPTIC CABLE
UT2025-0230	AEP	AFRICA RD	UPGRADE POLES
UT2025-0231	CINCINNATI BELL	VERONA & CORDONA	FIBER OPTIC CABLE
UT2025-0232	CINCINNATI BELL	CONCORD & COOK	FIBER OPTIC CABLE
UT2025-0233	DEL-CO WATER	N SECTION LINE RD	WATERLINE INSTALL
UT2025-0234	CINCINNATI BELL	S OLD 3C HWY	FIBER OPTIC INSTALL
UT2025-0235	CINCINNATI BELL	SAWMILL PKWY	FIBER OPTIC CABLE
UT2025-0236	CINCINNATI BELL	TREE LAKE & TRUNING LEAF	FIBER OPTIC CABLE
UT2025-0237	BRIGHTSPEED	S COUNTY LINE & CENTER VILLAGE	RELOCATE FACILITIES
UT2025-0238	CHILLICOTHE TELEPHONE CO	US36 & CENTERBURG	UNDERGROUND FIBER
UT2025-0239	ADVANTAGE SITE DEV	HOLLENBACK RD	DIRECTIONAL BORE
UT2024-0240	COLUMBIA GAS	S WILSON RD	GAS MAIN

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

26
RESOLUTION NO. 25-677

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMIT, ESTABLISHING STOP CONDITIONS, AND RELEASING THE BOND FOR LIBERTY TRAILS:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in Liberty Trails (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

Liberty Trails:

- An addition of 0.263 mile to Township Road Number 1903, Liberty Trails
- An addition of 0.065 mile to Township Road Number 1904, Stateman Drive

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- Establish a stop condition for Township Road 1903, Liberty Trails at its intersection with County Road Number 9, Liberty Road
- Establish a stop condition for Township Road 1904, Statesman Drive at its intersection with Township Road Number 1903, Liberty Road

WHEREAS, the Engineer recommends that a 25-mile-per-hour speed limit be established throughout the Subdivision; and

WHEREAS, the Engineer also requests approval to return the maintenance bond to the owners, Liberty Trails, LLC;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves the speed limit, establishes stop conditions, and releases the surety in accordance with the Engineer’s recommendations stated herein.

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

27
9:45AM PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE BERLIN TOWNSHIP BOARD OF TRUSTEES REQUESTING VACATION OF VARIOUS ROADS WITHIN

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
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THE PLAT OF TANKTOWN IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

The Board of Commissioners opened the hearing at 10:22 A.M.

The Board of Commissioners closed the hearing at 10:30 A.M.

RESOLUTION NO. 25-678

IN THE MATTER OF GRANTING THE PETITION FROM THE BERLIN TOWNSHIP BOARD OF TRUSTEES REQUESTING VACATION OF VARIOUS ROADS WITHIN THE PLAT OF TANKTOWN IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

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

WHEREAS, on July 18, 2025, the Delaware County Board of Commissioners (the "Board") received a petition filed by the Berlin Township Board of Trustees, requesting the Board adopt a resolution ordering the vacation of various roads within the Plat of Tanktown in Berlin Township, Delaware County, Ohio (the "Petition"); and

WHEREAS, the Delaware County Engineer provided a written report, with recommendations, regarding the Petition; and

WHEREAS, the Board held a Public Hearing on the Petition on August 28, 2025, at the Office of the Board, 91 North Sandusky Street, Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof;

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

Section 1. The Board hereby determines that the vacation requested in the Petition would be for the public convenience or welfare. The vacation requested is properly described as follows:

Description

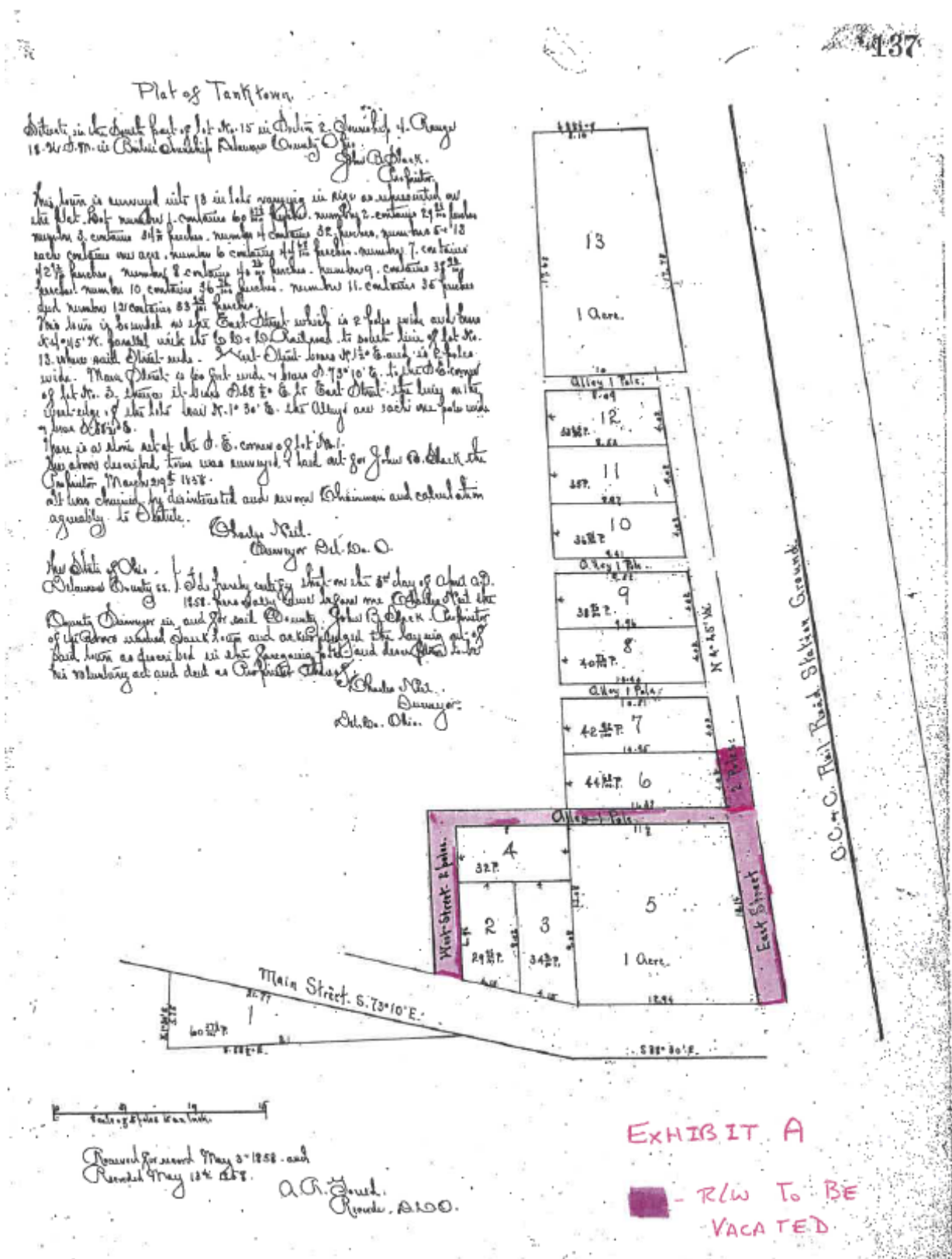
Generally bound and described as follows: Being in Range 18, Township 4, Section 2, Berlin Township, Tanktown Subdivision;

East Street - Beginning at the southeast corner of Lot 7 in said Subdivision, which is the northeast corner of Lot 6, thence running southerly to the terminus of East Street at the southeast corner of Lot 5 in said Subdivision, and there ending, a distance of approximately 300 feet and being "2 poles wide", or 33 feet wide; and,

Alley -Beginning at the northeast corner of Lot 5 in said Subdivision, running westerly to the terminus of the alley at the northwest corner of Lot 4 in said Subdivision, and there ending, a distance of approximately 323 feet and being "1 pole wide" or 16.5 feet wide; and,

West Street - Beginning "1 pole", or 16.5 feet northerly of the northwest corner of Lot 4 in said Subdivision, running southerly to the terminus of West Street at the southwest corner of Lot 2 in said Subdivision and there ending, a distance of approximately 192 feet and being "2 poles wide" or 33 feet wide, and as further shown on the plat attached hereto as "Exhibit A";

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Section 2. The Board hereby GRANTS the Petition and declares the various roads within the Plat of Tanktown in Berlin Township, Delaware County, Ohio, as described in Section 1 of this Resolution, vacated.

The roads vacated herein shall, upon passage of the additionally required resolution by the Board of Trustees of Berlin Township pursuant to section 5553.045(E) of the Revised Code, pass, in fee, to the abutting landowners, subject to the following:

- (1) A permanent easement as provided in section 5553.043 of the Revised Code in, over, or under the road for the service facilities, as defined in section 5553.042 of the Revised Code, of a public utility or electric cooperative as defined in section 4928.01 of the Revised Code;
- (2) The right of ingress or egress to service and maintain those service facilities; and
- (3) The right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use, or access to those service facilities.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, including the Engineer's report, with the Board of Trustees of Berlin Township, the Delaware County Auditor, the Delaware County Recorder, and the Delaware County Engineer.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
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Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

**28
10:00A.M. RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF LEVYING
DRAINAGE MAINTENANCE ASSESSMENTS APPORTIONED ACCORDING TO TAX VALUE,
IN LIEU OF THE PERMANENT ASSESSMENT BASE PROCEDURE, PURSUANT TO SECTION
6137.111 OF THE REVISED CODE**

The Board of Commissioners reconvened the hearing at 10:32 A.M.

The Board of Commissioners closed the hearing at 10:42 A.M.

RESOLUTION NO. 25-679

**IN THE MATTER OF COMBINING CERTAIN DRAINAGE IMPROVEMENTS INTO A DRAINAGE
MAINTENANCE DISTRICT AND SINGLE DRAINAGE MAINTENANCE FUND AND LEVYING
DRAINAGE MAINTENANCE ASSESSMENTS APPORTIONED ACCORDING TO TAX VALUE, IN
LIEU OF THE PERMANENT ASSESSMENT BASE PROCEDURE, PURSUANT TO SECTION
6137.111 OF THE REVISED CODE:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has approved numerous petitions to accept drainage improvements within platted subdivisions, and similar developments, into the Delaware County Drainage Maintenance Program, administered in partnership with the Delaware County Engineer and the Delaware Soil & Water Conservation District, in accordance with Chapters 6131 and 6137 of the Revised Code; and

WHEREAS, pursuant to section 6137.04 of the Revised Code, the Board may, upon recommendation of the County Engineer, combine improvements into a drainage maintenance district and combine improvements in accordance with the type of improvement into one drainage maintenance fund; and

WHEREAS, pursuant to section 6137.11 of the Revised Code, the standard procedure for levying drainage maintenance assessments is to levy assessments as a percentage of the permanent assessment base derived from the original construction cost, with the permanent assessment base updated on a sexennial basis; and

WHEREAS, pursuant to section 6137.111 of the Revised Code, in lieu of the permanent assessment base and procedure specified in section 6137.11 of the Revised Code, the Board may by resolution levy upon the benefited property assessments apportioned according to tax value in the amount determined by the Board to be necessary to obtain funds for the maintenance fund; and

WHEREAS, the Delaware County Engineer and the Delaware Soil & Water Conservation District recommend that the Board consider levying a drainage maintenance assessment apportioned according to tax value at a uniform millage rate on all lots within platted subdivisions in the Delaware County Drainage Maintenance Program; and

WHEREAS, prior to the adoption of a resolution levying the assessments, the Board shall give at least ten days' notice in one newspaper of general circulation in the county, which shall state the time and place when and where the resolution shall be taken up for consideration; and

WHEREAS, the Board conducted public hearings on the proposed resolution on August 18, 2025, and August 28, 2025, after giving notice in accordance with the law;

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

Section 1. The Board hereby combines the drainage improvements within the projects listed in Exhibit A, attached hereto and incorporated by reference, into a single drainage maintenance district and drainage maintenance fund, pursuant to section 6137.04 of the Revised Code. The single drainage maintenance district shall be known as the Delaware County Subdivision Drainage Maintenance District, and the fund shall be known as the Delaware County Subdivision Drainage Maintenance Fund.

Section 2. The Board hereby levies upon all benefited residential property within the Delaware County Subdivision Drainage Maintenance District a drainage maintenance assessment apportioned according to tax value at a uniform rate of 0.3 mill, which amount the Board determines is necessary to obtain funds for the Delaware County Subdivision Drainage Maintenance Fund. This assessment is made pursuant to section 6137.111 of the Revised Code and shall be effective commencing in tax year 2025, for collection commencing in 2026.

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Section 3. The Board hereby directs the Clerk to certify a copy of this Resolution, including Exhibit A, to the Delaware County Auditor, the Delaware County Engineer, and the Delaware Soil & Water Conservation District.

Section 4. This Resolution shall be effective immediately upon adoption, subject to the benefiting owners’ right to appeal under section 6137.111(C) of the Revised Code.

Exhibit A

Project Name	Project Number	Auditor Number
ABBEY KNOLL 1&2	0029	11-170
ABBEY KNOLL 3-1&2	0129	11-199
ABBEY KNOLL 4-A&B	0326	11-021
ABBEY KNOLL 5A	0533	11-343
ALUM CROSSING 1	0523	11-344
AUGUSTA WOODS 2	0124	11-214
AVONLEA	0519	11-319
BAINBRIDGE MILLS 2	9909	11-134
BARRINGTON ESTATES	1408	11-533
BEECHWOOD ESTATES	2408	11-777
BERKSHIRE CROSSING	2302	11-731
BERLIN BLUFFS 1&2	2412	11-769
BERLIN FARM	2212	11-737
BERLIN FARM WEST	2310	11-757
BERLIN MANOR	1816	11-636
BIG BEAR FARMS 2-2	9806	11-104
BIG BEAR FARMS 8	9917	11-131
BIG BEAR FARMS 9	9925	11-151
BOULDER RIDGE	0613	11-331
BRAEMAR AT WEDGEWOOD	0817	11-419
BRAUMILLER WOODS 3	1712	11-625
BRITONWOODS	1827	11-648
BROOKVIEW MANOR	1514	11-564
BRYN MAWR 2-1&2	0011	11-113
CAMBRIDGE SUBDIVISION	0234	11-270
CANTERBURY	0814	11-403
CARRIAGE COVE	1310	11-499
CARTERS FARM CAD	1725	11-626
CHESHIRE COVE 1	0010	11-117
CHESHIRE COVE 2	0146	11-228
CHESHIRE WOODS 1	0612	11-353
CHESHIRE WOODS 2	1603	11-567
CHESHIRE WOODS 3A	1423	11-544
CHESHIRE WOODS 3B	1808	11-677
CHESHIRE WOODS 4A	2409	11-778
CHESHIRE WOODS ESTATES 1	0617	11-367
CLARKSHAW CROSSING SINGLE FAMILY	2414	11-785
CLARKSHAW MOORS	1714	11-623
CLARKSHAW RESERVE	2420	11-793
CORNERS AT JOHNNY CAKE	1726	11-622
COURTYARDS AT CLEAR CREEK	1912	11-650
COVINGTON MEADOWS 1	0009	11-115
COVINGTON MEADOWS 2	0118	11-251
COVINGTON MEADOWS 3	0216	11-235
CROSS CREEK 2-A&B	0127	11-213

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CROSS CREEK 3A	0818	11-422
CROSS CREEK 3B	0507	11-300
CRYSTAL VALLEY	0804	11-410
DELWEBB NORTHSTAR	2508	
DERBY GLEN FARMS 1	0640	11-388
DERBY GLEN FARMS 2	1304	11-498
DERBY GLEN FARMS 3	1518	11-580
DORNOCH ESTATES 3	0104	11-197
DORNOCH ESTATES 4	0223	11-221
DUBLIN COURT	2503	
EAGLE TRACE 2&3	0123	11-215
ENCLAVE AT ABBEY KNOLL	2014	11-697
ENCLAVE AT THE LAKES	1509	11-579
ESTATES AT CHESHIRE 1	0622	11-374
ESTATES AT CHESHIRE 2	1314	11-524
ESTATES AT MEDALLION	0603	11-354
ESTATES AT SHERMAN LAKES	1201	11-488
ESTATES OF GLEN OAK 1A	0231	11-272
ESTATES OF GLEN OAK 1B	0232	11-273
ESTATES OF GLEN OAK 2	0314	11-279
ESTATES OF GLEN OAK 3A	0404	11-052
ESTATES OF GLEN OAK 3B	0405	11-051
ESTATES OF GLEN OAK 4A	0424	11-299
ESTATES OF GLEN OAK 5	1405	11-538
ESTATES OF RIVER RUN	1109	11-492
EVANS FARM 1	1723	11-621
EVANS FARM 2	2012	11-695
EVANS FARM 3	2204	11-738
EVANS FARMS 6 A-1&2 AND B	2502	
FAIR HAVEN	0904	11-441
FAIRWAYS AT BLUE CHURCH 1	0802	11-424
FOUR DOCTORS DRIVE	1819	11-637
GENOA FARMS 1	0145	11-217
GENOA FARMS 2	0212	11-245
GENOA FARMS 3-A&B	0229	11-258
GENOA PLACE	2009	11-692
GLADES AT HIGHLAND LAKES	1702	11-602
GLEN OAK 1	0230	11-271
GLEN OAK 2-A&B	0309	11-261
GLEN OAK 3-A&B	0327	11-030
GLEN OAK 4	0608	11-325
GLEN OAK 5A	0910	11-448
GLEN OAK 5B	1112	11-486
GLEN OAK 6	0714	11-395
GLEN OAK 7A	1006	11-467
GLEN OAK 9	0722	11-415
GLENMEAD/MCKENZIE	1705	11-612
GRACE HAVEN	1810	11-654
GRACES PLACE	2011	11-694
GRAND OAK 1	0207	11-216
GRAND OAK 2	0313	11-285
GRAND POINTE AT NORTH ORANGE	2013	11-696
GREEN MEADOWS 3	8701	21-055
GREEN MEADOWS BASIN	7901	11-031

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GREYLAND ESTATES 1A	0713	11-414
HARBOR POINTE 1	0024	11-181
HARBOR POINTE 2-1&2	0121	11-212
HARBOR POINTE 3-A&B	0218	11-264
HARBOR POINTE 4-A&B	0322	11-284
HARBOR POINTE 5	0407	11-042
HARDIN TILE #267	1317	11-519
HARLEM ESTATES	2203	11-739
HARVEST CURVE	2105	11-712
HARVEST POINT	1602	11-566
HARVEST WIND 1-2	0813	11-404
HARVEST WIND 3	9905	11-109
HARVEST WIND 4	0027	11-174
HARVEST WIND 5	0113	11-190
HARVEST WIND 6-1	0101	11-180
HARVEST WIND 7-1	0120	11-209
HARVEST WIND 7-2	0301	11-275
HEATHER GLEN	9908	11-112
HEATHER RIDGE 1&2	1815	11-638
HEATHERS AT GOLF VILLAGE	1524	11-582
HEISELT TRACT	0705	11-400
HICKORY RIDGE	1720	11-590
HIDDEN COVE	0315	11-277
HIDDEN CREEK ESTATES 1	0727	11-409
HIGHLAND HILLS AT THE LAKES 2	0033	11-192
HIGHLAND HILLS AT THE LAKES 3-1&2	0119	11-246
HIGHLAND LAKES EAST 11-2	9906	11-110
HIGHLAND LAKES EAST 11-4&5	0115	11-219
HIGHLAND LAKES EAST 14-1	9938	11-144
HIGHLAND LAKES EAST 14-2	9939	11-150
HIGHLAND LAKES EAST 15	0324	11-018
HIGHLAND LAKES EAST 4 PH 2-5	0426	11-298
HIGHLAND LAKES NORTH 3	0711	11-396
HIGHLAND LAKES NORTH 5-3&4	1404	11-532
HIGHLAND LAKES NORTH 6-1	9919	11-124
HIGHLAND LAKES NORTH 6-2	0028	11-173
HIGHLAND LAKES NORTH 7	0032	11-191
HOGBACK BAY	1609	11-581
HOWARD FARMS	1822	11-655
HYATT MEADOWS 1-3	2112	11-713
IRONWOOD	2006	11-689
KELLER PINES	0513	11-366
KILLDEER MEADOWS 1	0415	11-295
KILLDEER MEADOWS 2-A&B	0425	11-315
KILLDEER MEADOWS 3&4	1418	11-531
LAKE SHORE	0633	11-368
LAKES AT SILVERLEAF	0311	11-286
LIBERTY BLUFF 1&2	1807	11-656
LIBERTY GRAND DISTRICT	2022	11-704
LIBERTY LAKES 3	0004	11-159
LIBERTY TRACE	1521	11-583
LIBERTY TRACE 3A	1711	11-609
LIBERTY TRACE 3B	1727	11-627
LIBERTY TRAILS	2411	11-770

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LIBERTY VILLAGE 1	0526	11-349
LIBERTYDALE	1721	11-591
LONDON CROSSING	1519	11-577
MAEVE MEADOWS	2214	11-742
MANORS AT WILLOW BEND	0710	11-357
MANSARD ESTATES 1&2	0725	11-417
MAPLE GLEN	1909	11-680
MCCAMMON CHASE 1	0307	11-263
MCCAMMON ESTATES 1	0506	11-303
MCCAMMON ESTATES 2	0511	11-317
MCCAMMON ESTATES 3	0606	11-328
MCCAMMON ESTATES 4	0614	11-332
MEADOW AT CHESHIRE 3-3	0117	11-184
MEADOWS AT CHESHIRE 3-1	9912	11-132
MEADOWS AT CHESHIRE 3-2	9913	11-133
MEADOWS AT LEWIS CENTER 1	1105	11-464
MEADOWS AT LEWIS CENTER 2	1611	11-585
MEADOWS AT LEWIS CENTER NORTH	1413	11-547
MEDALLION ESTATES 10-1	0012	11-122
MEDALLION ESTATES 10-2	0013	11-163
MEDALLION ESTATES 8	9914	11-135
MEDALLION ESTATES 9	9921	11-157
MEYERS PROPERTY CAD	2111	11-715
MIRASOL 1	1422	11-549
MIRASOL 2	1826	11-639
MULBERRY ESTATES	2308	11-759
NANCE FAMILY CAD	1516	11-576
NELSON FARMS	0801	11-423
NELSON FARMS NORTH	2205	11-743
NELSON FARMS SOUTH	1608	11-594
NORTH FARMS 1-3-5-7	1511	11-563
NORTH FARMS 4&8	1615	11-595
NORTH FARMS 6&11	1522	11-575
NORTH FARMS 9	1915	11-681
NORTH LAKE PRESERVE	1910	11-658
NORTH ORANGE 2, 3-A&B	0331	11-037
NORTH ORANGE 2-2	0302	11-268
NORTH ORANGE 3-1	0214	11-248
NORTH ORANGE 3-2-B	1202	11-493
NORTH ORANGE 3-2-C	0522	11-346
NORTH POINT MEADOWS 1	0305	11-281
NORTH POINT MEADOWS 2	0421	11-316
NORTHLAKE WOODS 1 & 2	1804	11-659
NORTHSTAR 1B	2021	11-703
NORTHSTAR 1C1	1402	11-543
NORTHSTAR 1D	1401	11-546
NORTHSTAR GOLDWELL	2001	11-684
NORTHSTAR IVYWOOD	2423	11-796
OAK CREEK 1	1210	11-507
OAK CREEK EAST 2	9904	11-108
OAKS 1A	0532	11-360
OAKS AT BIG WALNUT	2215	11-744
OAKS AT HIGHLAND LAKES 1	0132	11-225
OAKS AT HIGHLAND LAKES 2	0201	11-226

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OAKS AT HIGHLAND LAKES 3	0210	11-224
OAKS AT HIGHLAND LAKES 4	0422	11-312
OAKS AT HIGHLAND LAKES 5	0328	11-019
OAKS AT HIGHLAND LAKES 6	0423	11-311
OLD HARBOR ESTATES 1	1503	11-560
OLD HARBOR ESTATES 2	1805	11-661
OLDE STATE FARMS 1	0102	11-195
OLDE STATE FARMS 2	0420	11-301
OLDEFIELD ESTATES	0417	11-309
OLENTANGY CROSSINGS 5	0632	11-369
OLENTANGY CROSSINGS 6-1	1303	11-505
OLENTANGY CROSSINGS SOUTH 1	0639	11-362
OLENTANGY FALLS 1	0637	11-363
OLENTANGY FALLS 2	1110	11-491
OLENTANGY FALLS 3	1302	11-500
OLENTANGY FALLS 4A	1718	11-628
OLENTANGY FALLS 4B	1904	11-662
OLENTANGY FALLS 5	1717	11-629
OLENTANGY FALLS EAST 1-5	1520	11-565
ORCHARD LAKES 1-3	0427	11-297
OXFORD WOODS	2007	11-690
PAINTER FARMS	2419	11-792
PARKSHORE 1,2,4	0521	11-318
PARKSHORE 3	9907	11-111
PIATT MEADOWS 1-1&2	9910	11-137
PIATT MEADOWS 2 PH 1-3	0014	11-188
PIATT PRESERVE 1-4	2023	11-719
PLUM ESTATES	9915	11-154
PREMWOOD	0905	11-457
PRESERVE AT SELDOM SEEN	0517	11-339
RABBIT RUN	2210	11-746
RANBRIDGE RAVINES	0805	11-458
RATTLESNAKE RIDGE	0130	11-203
RAVINE RUN	2307	11-760
RAVINES AT HOOVER	2405	11-775
RAVINES OF ALUM CREEK	0502	11-308
REDTAIL ESTATES	1313	11-522
RESERVE AT HIDDEN CREEK	1818	11-640
RESERVE AT SCIOTO BLUFF	2207	11-745
RIVER ROCK FARMS	1316	11-525
RIVER RUN	0724	11-405
RIVERBEND 1 PH 1&2	0020	11-172
RIVERBEND 1-1	9933	11-158
RIVERBEND 3	9935	11-152
RIVERBEND 4-1&2	0021	11-168
RIVERBY ESTATES 2-4	0719	11-375
RIVERS EDGE AT ALUM CREEK 1	0144	11-244
RIVERS EDGE AT ALUM CREEK 2	0304	11-262
SAGE CREEK 4B	0601	11-358
SAGE CREEK 5	1403	11-528
SANCTUARY AT THE LAKES	1311	11-504
SANCTUARY AT THE LAKES LOT 7851	1525	11-578
SCIOTO HIGHLANDS 3	0222	11-238
SCIOTO HILLS BASIN	7801	21-052

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SCIOTO RESERVE 1-3	0034	11-189
SCIOTO RESERVE 1-4	0125	11-207
SCIOTO RESERVE 1-5&6	0225	11-241
SCIOTO RESERVE 1-7&8	0320	11-020
SCIOTO RESERVE 2-1&2	9936	11-118
SCIOTO RESERVE 2-3&4	0110	11-185
SCIOTO RESERVE 3-1&2	0003	11-153
SCIOTO RESERVE 3-3&4	0126	11-208
SCIOTO RESERVE 3-5	0220	11-237
SCIOTO RESERVE 4-1&2	9937	11-119
SCIOTO RESERVE 4-10	0306	11-260
SCIOTO RESERVE 4-11 A&B	0329	11-017
SCIOTO RESERVE 4-12	0408	11-025
SCIOTO RESERVE 4-13	0501	11-412
SCIOTO RESERVE 4-3&4	0030	11-186
SCIOTO RESERVE 4-5&6	0221	11-229
SCIOTO RESERVE 4-7	0138	11-200
SCIOTO RESERVE 4-8	0204	11-240
SCIOTO RESERVE 4-9	0233	11-267
SCIOTO RESERVE EXPANSION 1A	0604	11-333
SCIOTO RESERVE EXPANSION 1B	0620	11-336
SCIOTO RESERVE EXPANSION 2-A&B	0720	11-402
SCIOTO RESERVE EXTENSION	2024	11-706
SCIOTO RESERVE GOLF COURSE	1410	11-724
SCIOTO RIDGE CROSSING	1728	11-617
SHEFFIELD PARK 1	0303	11-274
SHEFFIELD PARK 2A	0525	11-340
SHEFFIELD PARK 3	0721	11-453
SHELLBARK RIDGE 2	0137	11-233
SHELLBARK RIDGE 4	9920	11-126
SHERBROOK 10	0208	11-222
SHERBROOK 3	9805	11-103
SHERBROOK 4	9902	11-106
SHERBROOK 5	0001	11-143
SHERBROOK 6	0008	11-121
SHERBROOK 7	0107	11-165
SHERBROOK 8	0116	11-183
SHERBROOK 9	0133	11-223
SHERMAN LAKES 1-A&B	0414	11-041
SHERMAN LAKES 2	0325	11-276
SHORES 12	0022	11-178
SHORES 13	0413	11-313
SLANE RIDGE	0131	11-204
STONES THROW	0402	11-043
SUMMER CREST	2422	11-795
SUMMERFIELD VILLAGE 1&2	9804	11-102
SUMMERFIELD VILLAGE 2 PH 1-3	0015	11-179
SUMMERWOOD 1	0106	11-167
SUMMERWOOD 2	0143	11-218
SUMMERWOOD EXTENSION	0535	11-341
SUMMERWOOD LAKES 1	0636	11-364
SUMMERWOOD LAKES 2	1823	11-641
SUMMERWOOD LAKES 3	1606	11-586
SUNSET COVE ESTATES	1709	11-607

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SUNSET POINT	1618	11-597
SYCAMORE TRAIL	1825	11-665
TARTAN FIELDS 12-13	0002	11-187
TARTAN FIELDS 14-18	9931	11-145
TARTAN FIELDS 20 A	0515	11-351
TARTAN FIELDS 20 B	0609	11-359
TARTAN FIELDS 21	0516	11-348
THE PINES	1821	11-642
TRAILS END	1319	11-523
TWIN ACRES	0403	11-026
VILLAGE AT ALUM CREEK 3	9911	11-125
VILLAGE AT ALUM CREEK 4	9926	11-139
VILLAGE AT ALUM CREEK 5	0114	11-202
VILLAGE AT ALUM CREEK 6	0224	11-239
VILLAGE AT ALUM CREEK 7	0323	11-022
VILLAGES OF OAK CREEK 10-A&B	9927	11-114
VILLAGES OF OAK CREEK 11	0139	11-249
VILLAGES OF OAK CREEK 12	0330	11-024
VINMAR FARMS 1	0411	11-039
VINMAR FARMS 2	0505	11-302
VINMAR FARMS 3-A&B	0623	11-391
VINMAR VILLAGE 1	1502	11-550
VINMAR VILLAGE 2	1616	11-598
VINMAR VILLAGE 4&5	1916	11-682
WALDENS REVISITED	1612	11-584
WALKER WOOD 10-1	9929	11-148
WALKER WOOD 10-2	0019	11-198
WALKER WOOD 11	9930	11-149
WALKER WOOD 12	0026	11-182
WALKER WOOD 13	0111	11-193
WALKER WOOD 14	0135	11-205
WALKER WOOD 2-1	9803	11-101
WALKER WOOD 2-2	9922	11-123
WALKER WOOD 3-1	9802	11-100
WALKER WOOD 3-2	9916	11-128
WALKER WOOD 4	9923	11-136
WALKER WOOD 5	0134	11-206
WALKER WOOD 6	9903	11-107
WALKER WOOD 7-1	9924	11-116
WALKER WOOD 7-2	0018	11-176
WALKER WOOD 8	9928	11-156
WALKER WOOD 9	0025	11-175
WALNUT GROVE ESTATES 1	0418	11-310
WALNUT GROVE ESTATES 2	0726	11-406
WALNUT WOODS 1	0226	11-266
WALNUT WOODS 2	0332	11-040
WEDGEWOOD	1809	11-624
WEDGEWOOD 10	0122	11-210
WEDGEWOOD 11	0316	11-283
WEDGEWOOD PARK 2-A&B	0419	11-314
WEDGEWOOD PARK 2C	0528	11-345
WEDGEWOOD PARK 2D	0531	11-326
WEDGEWOOD PARK NORTH	1710	11-608
WEDGEWOOD PLACE 1	1505	11-545

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WEDGEWOOD PLACE 2	0227	11-269
WESTERVILLE RESERVE 1&2	0006	11-155
WHISPER TRACE	0527	11-350
WHITETAIL MEADOWS SUB	0023	11-171
WILLOW BEND 1	0202	11-234
WILLOW BEND 2	0308	11-259
WILLOW BEND 3	0416	11-296
WILLOW SPRINGS NORTH 1	0530	11-347
WILLOW SPRINGS NORTH 2	0321	11-282
WILSHIRE 4	0016	11-177
WILSHIRE 7	0616	11-327
WILSHIRE ESTATES 3-1	0005	11-120
WILSHIRE ESTATES 3-2	0007	11-162
WILSHIRE ESTATES 5-1&2	0109	11-201
WILSHIRE ESTATES 6-A&B	0228	11-265
WINDSONG	0509	11-321
WINGATE FARMS 1&2	1301	11-506
WOODCREST CROSSING 2-7	2108	11-728
WOODLAND GLEN	0310	11-280
WOODLAND GLEN 2	0412	11-032
WOODLAND HALL 1	0209	11-231
WOODLAND HALL 2	0816	11-420
WOODS AT WEEPING ROCK	1504	11-559
WOODS AT WILDCAT RUN	0602	11-416
WOODS OF DORNOCH 2	0103	11-196
WOODS OF DORNOCH 3	0211	11-236
WOODS OF DORNOCH 4	0503	11-307
WOODS OF DORNOCH 5	1719	11-610
WOODS ON SELDOM SEEN 3-1	0108	11-211
WOODS ON SELDOM SEEN 3-2	0203	11-243

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

29
ADMINISTRATOR REPORTS

CA Davies, DCA Huston and Attorney Hochstettler – Nothing to report.

30
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – Nothing to report.

Commissioner Benton – will be attending the CEBCO meeting on 08/29/25. He attended the COAAA meeting on 08/27/2025.

Commissioner Lewis – Nothing to report.

31
RESOLUTION NO. 25-680

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

It was moved by Mr. Merrell, seconded by Mr. Benton, 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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment of a Public Employee or a Public Official.

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

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RESOLUTION NO. 25-681

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners