

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

WHEREAS, the terms of Seiji Kille and Justin Nahvi expire February 4, 2026, and each has expressed a desire to be reappointed; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint members of the board of trustees of the Berkshire Landing New Community Authority.

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

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

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

Position	Appointee	Term Ends
Citizen Member	Seiji Kille	February 4, 2028
Citizen Member	Justin Nahvi	February 4, 2028

Section 3. The re-appointments approved in this Resolution shall take effect on February 5, 2026.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Berkshire Crossing Development, LLC, as the statutory developer for the Berkshire Landing New Community Authority.

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

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RESOLUTION NO 25-962

IN THE MATTER OF APPROVING THE SECOND AMENDMENT THE MATRIX SOFTWARE
LICENSE AGREEMENT BY AND BETWEEN THE BOARD OF DELAWARE COUNTY
COMMISSIONERS, THE DELAWARE COUNTY PROSECUTING ATTORNEY, AND MATRIX
POINTE SOFTWARE, LLC:

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

SECOND AMENDMENT TO MATRIX SOFTWARE LICENSE AGREEMENT

This Second Amendment to the Matrix Software License Agreement (“Second Amendment”) is entered into this November 17, 2025, by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 91 N. Sandusky St., Delaware, Ohio 43015, on behalf of the Delaware County Prosecuting Attorney (“Prosecutor”), whose principal place of business is located at 145 N. Union St., 3rd Floor, Delaware, Ohio 43015 (Board and Prosecutor collectively “Licensee”) and Matrix Pointe Software, LLC (“Matrix”), whose principal place of business is located at 30400 Detroit Rd., Suite 400, Cleveland, Ohio 44145 (individually “Party” and collectively “Parties”).

WHEREAS, the Parties entered into a Matrix Software License Agreement (“Agreement”) effective November 23, 2020; and,

WHEREAS, the Parties entered a First Amendment to Matrix Software License Agreement (“First Amendment”) on November 9, 2021 to renew the Agreement for two (2) years, beginning January 1, 2022 through December 31, 2023; and,

WHEREAS, the Parties inadvertently failed to execute an amendment to extend the Agreement past December 31, 2023; however, the Parties have continued to perform in accordance with the terms of the Agreement, thereby affirming their intent; and

WHEREAS, the Parties now desire to reinstate and renew the Agreement as if the same has remained in full force and effect and amend the Agreement.

NOW THEREFORE, the Parties agree as follows:

- 1. **AMENDMENT.** The two (2) year limitation on renewals contained in Section 12(b) of the Agreement is deleted in its entirety and shall have no effect. The Parties may renew the Agreement for any period of time as agreed by the Parties in writing.
- 2. **RENEWAL.** The Agreement is renewed for 5 years (“Second Renewal Term”) subject to the same terms and conditions provided in the Agreement, First Amendment, and those contained in this Second

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- Amendment. The Second Renewal Term shall begin on the date the last Party signs this Second Amendment, with services beginning on January 1, 2024, and continue through December 31, 2028.
3. **FEE.** For the Second Renewal Term, Licensee shall pay to Matrix the Annual Maintenance Fees shown on attached Exhibit A as follows:

Years (1/1–12/31)	Explanation of Fees	Annual/Ongoing Fee
2024-2025	Annual Maintenance Fees shown on Exhibit A to this Second Amendment (amount shown is for each year)	\$36,100
2026	Annual/Ongoing Fees shown on Exhibit A	\$60,100
2027	Annual/Ongoing Fees shown on Exhibit A	\$63,105
2028	Annual/Ongoing Fees shown on Exhibit A	\$66,260

- In connection with the Second Renewal Term, Licensee shall **not** pay the One-Time Fees shown on attached Exhibit A.
4. **SECOND AMENDMENT MAXIMUM.** The maximum amount payable for the Second Renewal Term is \$261,665.
5. **COMPETITIVE BIDDING NOT REQUIRED.** This purchase and the purchase made pursuant to the First Amendment consist of services related to information technology, such as programming services, that are proprietary or limited to a single source. In accordance with R.C. § 307.86(B)(2), these purchases are not required to be competitively bid.
6. **WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** By signature of its authorized representative below, Matrix certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

_____ Joseph Whang Chief Executive Officer	_____ Date
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7. **SIGNATURES.** Any person executing this Second Amendment in a representative capacity hereby warrants that they have authority to sign this Second Amendment or have been duly authorized by their principal to execute this Second Amendment on such principal’s behalf and are authorized to bind such principal.
8. **CONFLICTS.** In the event of a conflict between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.
9. **OTHER TERMS UNCHANGED.** All terms and conditions of the Agreement and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 25-963

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
40311460-5301	Norris Run Full Watershed/Contracted Prof Services	40,000.00

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

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RESOLUTION NO. 25-964

AMENDING RESOLUTION NO. 25-898, RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF VARIOUS COUNTY DEPARTMENTS:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the

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lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program, TIPS Contract 190402 (the “Program”); and

WHEREAS, on October 30, 2025, the Board adopted Resolution No. 25-898, declaring a necessity to lease motor vehicles as requested; and

WHEREAS, as a result of a change in Nissan’s manufacturing order process, it is necessary to amend Resolution No. 25-898 with respect to the lease of six (6) Nissan Pathfinder vehicles;

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Coroner’s Office and the Building Safety Department for the reasons stated in Resolution No. 25-898.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the updated Lease Rate Quote for each vehicle, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, and Credit Application with Enterprise FM Trust, amending the following line items in Section 2 of Resolution No. 25-898:

All General Fund and Other Fund Vehicles to be Leased

Department	Vehicle Type	2025 Vehicle Make and Model	Amended Estimated Annual Lease Payment	Number to be Leased	Amended Estimated Total Annual Lease Payment Per Type
Coroner	SUV	Nissan Pathfinder	\$7,522.32	1	\$7,522.32
Building Safety	SUV	Nissan Pathfinder	\$7,561.89	5	\$37,809.48
			TOTAL	6	\$45,331.80

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

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RESOLUTION NO. 25-965

IN THE MATTER OF OBJECTING TO ORANGE TOWNSHIP’S PROPOSED TAX INCREMENT FINANCING INCENTIVE DISTRICTS EXEMPTIONS FOR THE DEVELOPMENT KNOWN AS EVANS FARM:

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

WHEREAS, on October 24, 2025, the Delaware County Board of Commissioners (the “Board”) received notice from the Board of Township Trustees of Orange Township, Delaware County, Ohio (the “Township”), pursuant to section 5709.73(E)(1) of the Revised Code, of its intention to adopt an ordinance creating new tax increment financing incentive districts for a development known as Evans Farm, providing exemptions for up to thirty years at one hundred percent (the “Exemptions”); and

WHEREAS, pursuant to section 5709.73(E)(2) of the Revised Code, the Board may object to the Exemptions for the number of years in excess of ten, may object to the Exemptions for the percentage of the improvement to be exempted in excess of seventy-five per cent, or both;

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

Section 1. The Board hereby objects to the Exemptions for the number of years in excess of ten.

Section 2. The Board hereby authorizes and directs the County Administrator, and her designees, to enter into negotiations with the Township for a mutually acceptable compensation agreement, in accordance with section 5709.73(E)(2) of the Revised Code.

Section 3. The Board hereby directs the Clerk of the Board to certify this Resolution to the Township on or before November 19, 2025.

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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.

Section 5. This Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 25-966

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENTS FOR PIATT ROAD BOND FOR ARROWHEAD AT EVANS FARM SECTION 1, PHASE A AND ARROWHEAD AT EVANS FARM SECTION 1, PHASE A:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Piatt Road Bond for Arrowhead at Evans Farm, Section 1, Phase A and Arrowhead at Evans Farm Section 1, Phase A; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Piatt Road Bond for Arrowhead at Evans Farm, Section 1, Phase A and Arrowhead at Evans Farm Section 1, Phase A:

Piatt Road Bond for Arrowhead at Evans Farm, Section 1, Phase A:

OWNER’S AGREEMENT
PROJECT NUMBER: 25066

THIS AGREEMENT made and entered into this 17th day of November, 2025, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and Pulte Homes of Ohio LLC hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled Piatt Road Bond for Arrowhead at Evans Farm Sec 1 Ph A which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$359,000.00 payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and current “**Subdivision Regulations of Delaware County, Ohio**”. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit inspection fees in the amount of \$0.00 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 project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** **no later than June 1, 2027**, and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER’S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this

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AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Arrowhead at Evans Farm Section 1, Phase A:

OWNER'S AGREEMENT
PROJECT NUMBER: 25066

THIS AGREEMENT, executed on this 17th day of November, 2025, between Pulte Homes of Ohio LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Arrowhead at Evans Farm Sec 1 Ph A further identified as Project Number 25066 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 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 **Sixty-Eight Thousand Dollars and No Cents (\$68,000.00)** 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

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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.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$3,393,300.00
CONSTRUCTION BOND AMOUNT	\$3,393,300.00
MAINTENANCE BOND AMOUNT	\$339,400.00
INSPECTION FEE DEPOSIT	\$68,000.00

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

10
RESOLUTION NO. 25-967

IN THE MATTER OF AMENDING RESOLUTION NO. 24-970 TO CORRECT THE INADVERTENT MISSPELLING OF THE ROAD NAME “MULLEN TRACE” TO “MUELLEN TRACE”:

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

WHEREAS, on November 25, 2024, the Delaware County Board of Commissioners (“Board”) adopted Resolution No. 24-970, accepting the Engineer’s recommendations to accept roads, approve speed limits and stop conditions, and release maintenance bonds for Hidden Ravines Crossing Lot 9141, Nelson Farms Section 3 Phase A, and Nelson Farms Section 3 Phase B; and

WHEREAS, Resolution No. 24-970 included “Mullen Trace” as one of the roads accepted and on which stop conditions were established; and

WHEREAS, the road name “Mullen Trace” was inadvertently misspelled and should be spelled “Muellen Trace”; and

WHEREAS, the Board now desires to amend Resolution No. 24-970 to correct this misspelling;

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

Section 1. The Board hereby amends Resolution No. 24-970 to correct the above identified misspelling. Wheresoever the name “Mullen Trace” appears in Resolution No. 24-970 it shall be replaced with the name “Muellen Trace.”

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Section 2. All other terms of Resolution No. 24-970 amended herein shall remain the same, unchanged, and in full force and effect.

Section 3. The Board hereby finds and determines that approval of this Resolution and all deliberations thereon are in compliance with the laws of the State of Ohio, including specifically section 121.22 of the Revised Code.

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

11
RESOLUTION NO. 25-968

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR TRIPLE J FARMS CAD; PARKSIDE AT EVANS FARM, SECTION 1; HARRIOTT ROAD CAD; AND SLATE RIDGE LOT 9085, DIV. #1 (EMIL’S WAY EXTENSION):

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

WHEREAS, Jodie M. Monebrake has submitted the plat of subdivision for Triple J Farms CAD, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Rockford Homes has submitted the plat of subdivision for Parkside at Evans Farm, Section 1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Harriott Road LLC has submitted the plat of subdivision for Harriott Road CAD, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Kerbler Farms LLC has submitted the plat of subdivision for Slate Ridge Lot 9085 Div. #1 (Emil’s Way), 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 plats of subdivision for Triple J Farms CAD; Parkside at Evans Farms, Section 1; Harriott Road CAD; and Slate Ridge Lot 9085, Div. #1 (Emil’s Way):

Triple J Farms CAD:
Situating in the State of Ohio, County of Delaware, Township of Berkshire and being part of Farm Lot 7, Quarter 1, Township 4 North, Range 17 West, United States Military Lands. Being a subdivision of a 10.220-acre land as conveyed to Jodie M. Monebrake as Recorded in Official Record 1419, Page 2630, of the Delaware County Recorder’s Office.

Parkside at Evans Farm Section 1:
Situating in the State of Ohio, County of Delaware, Township of Berlin, Farm Lot 1, Section 3, Township 4, Range 18, being 21.087 acres out of a 21.972 acre tract of land, and a 4.035 acres out of a 21.890 acres tract of land as conveyed to Rockford Homes, Inc., an Ohio Limited Liability Company, of record in Official Record 2118, Page 2266, being of Record in the Recorder’s Office, Delaware County, Ohio.

Harriott Road CAD:
Situating in the Township of Concord, County of Delaware, State of Ohio and being part of Farm Lots 12 and 13, V.M.S. 2546 and V.M.S. 2547, and being the same tract as conveyed to Harriott Road, LLC as described in Official Record Volume 2142, Page 1310, County Recorder’s Office, Delaware, Ohio.

Slate Ridge Lot 9085 Div. #1 (Emil’s Way):
Situating in the Township of Orange, County of Delaware, State of Ohio, and being a part of Farm Lot 6, Section 2, Township 3N, Range 18W, U.S. Military Survey Lands, being a portion of those lands as conveyed to Kerbler Farms LLC, as described in Official Record 1217, Page 452 and being a replat of Lot 9085 of Slate Ridge subdivision recorded in Book 1869, Page 766 and stored in Plat Cabinet 5 slide 835, and also being a portion of those lands as conveyed to JAK Investments II, LLC as described in Official Record 1190, Page 31, in County Recorder’s Office, Delaware, Ohio.

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

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RESOLUTION NO. 25-969

IN THE MATTER OF APPROVING AN EASEMENT TO SUBURBAN NATURAL GAS COMPANY:

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

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WHEREAS, pursuant to sections 307.09(B) and 307.10(C) of the Revised Code, a board of county commissioners may grant leases, rights, and easements to natural gas companies for purposes of rendering their public utilities services, where such lease, right, or easement is not deemed by the board to be inconsistent with the need of such land for public use by the county; and
WHEREAS, the Delaware County Engineer recommends that an easement be granted to Suburban Natural Gas Company;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves granting the following easement to Suburban Natural Gas Company and authorizes the President of the Board to execute the easement on behalf of the Board:

RIGHT-OF-WAY

For and in consideration of One Dollar (\$1.00) to Grantor in hand paid, receipt of which is hereby acknowledged Board of commissioners Delaware County Ohio (hereinafter called the Grantor, whether one or more) does hereby grant to SUBURBAN NATURAL GAS COMPANY, Cygnet, Ohio 43413 (hereinafter called the Company), its successors and assigns, the right to lay a natural gas pipeline over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace, and remove same, together with valves, meters and other necessary appurtenances on land in Delaware Township, Delaware County, Ohio and bounded as follow:

On the North by: Building 42 LLC and 1380-42 LLC On the South by: Railroad West by: Board of Commissioners Delaware County Ohio on the East by: Green One Limited Partnership and being further described as Tax Parcel # 51941003009000 and 51941003010000 and containing 82.33 acres, more or less, with the right of ingress and egress to and from the same

The Grantor may use and enjoy the said premises, subject to the rights herein granted to the company. The Company shall pay any damages which may arise to yards, shrubs, crops and fences from the laying, maintaining, operating, repairing, replacing, and final removal of said pipeline. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, his heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company may replace or change the size of its pipe, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change.

While gas is conveyed through said premises, Grantor, their heirs and assigns, shall have the right to purchase gas for use on said premises subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor shall pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipeline constructed under authority of this right-of-way, the Grantor's right to purchase gas there from shall cease and terminate.

Payment of all money due Grantor hereunder may be made directly to Delaware County Engineer by draft or check payable to his order and mailed to 1610 State Route 521 Delaware, Ohio 43015.

See Addendum attached to and made a part hereof.

ADDENDUM

- 1. Grantor shall be entitled to a gas service tap, free of cost, to service said property.
- 2. The Company shall be responsible for all damage caused by its operations on said property.
- 3. Said right-of-way shall be limited to a fifty-foot (50') operating easement, with a fifty foot (50') easement during constructions.
- 4. See Exhibit A

Return to: Prepared by Suburban Natural Gas Company, 2626 Lewis Center Road, Lewis Center, Ohio 43035 (740) 548-2450

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

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RESOLUTION NO. 25-970

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:

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PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0322	MADISON ENERGY	CONCORD RD	GAS LINE
UT2025-0323	COLUMBIA GAS	CENTRIC DR	GAS MAIN LINE
UT2025-0324	FRONTIER	HIGHFIELD DR	FIBER OPTIC CABLE
UT2025-0325	FRONTIER	MULTIPLE RDS	FIBER OPTIC CABLE
UT2025-0326	AEP	BEAN OLLER RD	FIBER OPTIC CABLE
UT2025-0327	AEP	STEITZ RD	REPLACE POLES
UT2025-0328	AT&T	SEDONA CT	TRENCH & PLACE
UT2025-0329	CONSUMER GAS CORP	RED BANK RD	GAS LINE
UT2025-0330	FRONTIER	S OLD STATE RD	FIBER OPTIC CABLE
UT2025-0331	CINCINNATI BELL	OLD IRONSIDE	FIBER OPTIC CABLE
UT2025-0332	CINCINNATI BELL	OVERLAND	FIBER OPTIC CABLE
UT2025-0333	CINCINNATI BELL	N HAMPTON	FIBER OPTIC CABLE
UT2025-0334	AT&T	SEDONA CT	BORE & PLACE
UT2025-0335	TEAM FISHEL	PIATT RD	RISER POLE

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

14
RESOLUTION NO. 25-971

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMIT, ESTABLISHING STOP CONDITIONS, AND RELEASING THE MAINTENANCE BOND FOR NELSON FARMS NORTH:

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 Nelson Farms North (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:

- Nelson Farms North:
- An addition of 0.247 mile to Township Road number 1900 Muellen Trace
 - An addition of 0.221 mile to Township Road number 1930 Rangeland Drive
 - An addition of 0.180 mile to Township Road number 1931 Hammersley Loop; and

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

- Establish a stop condition for Township Road 1930, Rangeland Drive, at its intersection with Township Road Number 1900, Muellen Trace.
- Establish a stop condition for Township Road 1931, Hammersley Loop at its intersection with Township Road 1900, Muellen Trace.
- Establish a stop condition for Township Road 1931, Hammersley Loop at its intersection with Township Road 1930, Rangeland Drive; and

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 owner, Pulte Homes of Ohio, 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 maintenance bond in accordance with the Engineer’s recommendations stated herein.

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

15
RESOLUTION NO. 25-972

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR EVANS FARM ARROWHEAD, SECTION 1:

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

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WHEREAS, on November 13, 2025, a Ditch Maintenance Petition for Evans Farm Arrowhead, Section 1 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Evans Farm Arrowhead, Section 1, 21.15 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$959,065.79.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

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

16
RESOLUTION NO. 25-973

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR PARKSIDE AT EVANS FARM:

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

WHEREAS, on November 13, 2025, a Ditch Maintenance Petition for Parkside at Evans Farm (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Parkside at Evans Farm, 25.122 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners have further requested that the improvements be combined into the Delaware County Subdivision Drainage Maintenance District; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program and Delaware County Subdivision Drainage Maintenance District;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the

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improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby establishes the base value of the improvements as \$1,298,648.22.

Section 3. The Board hereby approves combining the improvements with the Delaware County Subdivision Drainage Maintenance District.

Section 4. The Board hereby approves the maintenance assessments to be collected, in accordance with the Petition, as apportioned according to tax value at a uniform rate of 0.3 mill.

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

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ADMINISTRATOR REPORTS

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

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – attended the Kroger Ribbon Cutting ceremony, Budget Hearings are scheduled for this week. He will be attending the OWU Economic meeting and the Township / Engineer luncheon.

Commissioner Merrell – attended a CCAO Board meeting and will be attending the OWU Economic meeting.

Commissioner Lewis – Nothing to report.

19
RESOLUTION NO. 25-

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
DISMISSAL AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, FOR
PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

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

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

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

- (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 Dismissal and Compensation of a Public Employee or a Public Official, for Pending or Imminent Litigation and for Collective Bargaining.

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

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RESOLUTION NO. 25-975

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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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