

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 3, 2025

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

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

- 9:45A.M. Public Hearing with respect to the proposed issuance by Franklin County of Its Revenue Bonds Pursuant to Chapter 140, Ohio Revised Code, to Finance and Refinance Hospital Facilities for the benefit of Nationwide Children’s Hospital located in Franklin County and Delaware County
- 10:00A.M. Public Hearing for Consideration of the Warren #129 Watershed Drainage Improvement Petition

1
RESOLUTION NO. 25-906

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 30, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on October 30, 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 AbsentMr. Merrell AyeMr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-907

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1031:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1031 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			

PR Number	Vendor Name	Line Description	Account	Amount
R2504844	MCGRATH RENTCORP & SUBSIDIARIES	MODULAR BUILDING - DOG SHELTER	42311453 - 5410	\$ 109,257.75

Vote on MotionMr. Benton AyeMrs. Lewis AbsentMr. Merrell Aye

4
RESOLUTION NO. 25-908

IN THE MATTER OF SCHEDULING THE SPECIAL COMMISSIONERS’ SESSIONS FOR THE 2026 BUDGET HEARINGS STARTING AT 1:00P.M. MONDAY, NOVEMBER 17, 2025, AND CONTINUING THRU WEDNESDAY, NOVEMBER 19, 2025:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve scheduling the Special Commissioners’ Sessions for the 2026 budget hearings starting at 1:00P.M. Monday, November 17, 2025, and continuing thru Wednesday, November 19, 2025;

Starting times for each day are as follows:

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Monday, November 17, 2025 at 1:00 P.M.
Wednesday, November 19, 2025 at 1:30 P.M.

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

5
RESOLUTION NO. 25-909

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S
OFFICE TRANSPORT REPORT FOR THE MONTH OF OCTOBER 2025:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for October 2025;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for October 2025.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copies available for review at the Commissioners’ Office until no longer of administrative value.)

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

6
RESOLUTION NO. 25-910

IN THE MATTER OF RE-ELECTING AND ELECTING MEMBERS OF THE DELAWARE
COUNTY VOLUNTEER PEACE OFFICERS’ DEPENDENTS FUND BOARD:

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

WHEREAS, on April 7, 2016, the Delaware County Board of Commissioners adopted Resolution No. 16-324, establishing the Delaware County Volunteer Peace Officers’ Dependents Fund Board, pursuant to section 143.02 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners shall elect two (2) members to the Delaware County Volunteer Peace Officers’ Dependents Fund Board each year not earlier than the first day of November and not later than the second Monday in December for terms that commence on the first day of January and that are for one year; and

WHEREAS, the terms for Sheriff Jeffrey Balzer and Brad Euans will expire on December 31, 2025; and

WHEREAS, Sheriff Balzer has applied for re-election to the Delaware County Volunteer Peace Officers’ Dependents Fund Board and Laura Hatcher has applied for election to the remaining seat;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby re-elects Sheriff Jeffrey Balzer and elects Laura Hatcher as members of the Delaware County Volunteer Peace Officers’ Dependents Fund Board for terms of one year, commencing on January 1, 2026, and expiring on December 31, 2026.

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

7
RESOLUTION NO. 25-911

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY
FACILITIES:

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

WHEREAS, on May 29, 2025, the Delaware County Board of Commissioners (the “Board”) passed Resolution No. 25-394, adopting a Delaware County Facility Use Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facility

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Use Permit Form; and

WHEREAS, the Policy requires approval from the Board for use of county facilities by groups of thirty or more participants;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants a facility use permit to the Emergency Management Association of Ohio for the use of Conference Room A and the Large Meeting Room at the Byxbe Campus for the Emergency Management Association of Ohio Spring Conference on March 19, 2026; at a flat fee of \$25.00.

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

8
RESOLUTION NO. 25-912

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR 2023 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

SECOND AMENDMENT TO AGREEMENT FOR
2023 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE
AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE AND
DELAWARE COUNTY COMMISSIONERS

This Second Amendment to the 2023 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, “Agreement”), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture (“ODA”), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Delaware County Commissioners (hereinafter “Local Sponsor”), located at 91 North Sandusky Street, Delaware, OH 43015 (hereinafter “Local Sponsor”).

Recitals

1. WHEREAS, ODA and Local Sponsor executed an Agreement on April 21, 2023 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program (“LAEPP”) 2023, which is attached hereto with its Exhibits as Exhibit 1;
2. WHEREAS, on June 30, 2025, ODA and Local Sponsor entered into the First Amendment, attached hereto as Exhibit 2, which modified the provisions of the Agreement and its attached “Exhibit A – Scope of Work” as follows:
 - a. Updated biennial dates
 - b. Total obligated funds were updated to \$297,028;
 - c. Updated Agreement language related to ODA’s obligation to fund.
 - d. Outlined the distribution of funds to specific landowners “Exhibit B – Property/Funds”
3. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached Exhibit A – Scope of Work), and the First Amendment to provide for changes necessitated by:
 - a. The passage of the FY 2026/2027 biennium;
4. **NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

1. The Agreement and attached Exhibit(s), and First Amendment are attached hereto as Exhibits 1 and 2, respectively, and incorporated herein by reference if fully rewritten.
2. **Article II - SCOPE OF WORK**
Delete paragraph 2.5, insert the following:
“The agricultural easement closing (“Closing”) in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2027. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.”
3. **Article III - TIME OF PERFORMANCE**
Delete paragraph 3.1, insert the following:
“The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2027. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.”

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Delete paragraph 3.2, insert the following:
“This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor’s Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2027, unless renewed as provided for herein.”

Delete paragraph 3.3, insert the following:
“As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2027. This contract may be renewed, at ODA’s option, for a period of one (1) year upon the same terms contained herein.”

4. **Exhibit A – SCOPE OF WORK**

Delete paragraph F, insert the following:
“The parties shall mutually agree to a closing date, but in no event later than June 30, 2027 unless otherwise agreed in writing by ODA.”

5. Except as amended herein, the Agreement shall in full force and effect in accordance with its terms.
6. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

(Copy of Exhibits can be found at the Commissioners’ Office until no longer of administrative value)

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

9
RESOLUTION NO. 25-913

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE COUNTY DRAINAGE MAINTENANCE PROGRAM:

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 a new motor vehicle 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 Drainage Maintenance Program administered by the Delaware Soil and Water Conservation District Board of Supervisors to expend county monies for the purchase of a new motor vehicle; and

WHEREAS, Franklin County Fleet Management ITB #2021-04-03 and the contract awarded thereunder contemplate the participation of other political subdivisions in the contract, and Delaware County is officially sanctioned and authorized, pursuant to R.C. 9.48, to participate in the Franklin County Fleet Management contract awarded under ITB #2021-04-03, which has been extended through March 22, 2026; and

WHEREAS, the motor vehicle needed by the Drainage Maintenance Program is available through the Franklin County Fleet Management contract awarded under ITB #2021-04-03;

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 purchase of a new motor vehicle to be used by the Delaware Soil and Water Conservation District employees for the following reasons: (1) existing vehicles have reached the end of their useful service lives; (2) a new vehicle is necessary to provide safe and reliable transportation for the Delaware Soil and Water Conservation District employees; and (3) a new vehicle will ensure optimal service to the citizens of Delaware County.

Section 2. The Board hereby approves the purchase of one (1) 2026 Ford Super Duty F-250 SRW 4x4 Crew Cab 8-foot box Model #W2B vehicle at a cost of \$51,236.00 from Byers Ford, LLC, and declares that the purchase of said vehicle shall be in accordance with, and pursuant to the terms and conditions of, the Franklin County Fleet Management contract awarded under ITB #2021-04-03, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby authorizes the Delaware Soil and Water Conservation District to initiate the necessary purchase order(s) to the approved vendor and hereby approves the purchase order(s) from fund number 21911401-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware Soil and Water Conservation District and the County Auditor.

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

10
RESOLUTION NO 25-914

IN THE MATTER OF ACCEPTING THE AWARD FOR THE VICTIMS OF CRIME AND STATE
VICTIMS ASSISTANCE GRANT (VOCA/SVAA FOR VICTIM SERVICES:

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

Grant #	2026 VOCA
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2025 – September 30, 2026
Federal Grant Requested Amount:	\$ 63,781.20
Local Match:	<u>\$ 15,945.30</u>
Total VOCA Grant Amount:	\$ 79,726.50
Grant #	2026 SVAA
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2025 – September 30, 2026
Federal Grant Requested Amount:	\$ 2,106.00
Local Match:	<u>0.00</u>
Total SVAA Grant Amount:	\$ 2,106.00
Total Grant Amount:	\$ 81,832.50

The acceptance of these grants allows the County Prosecutor’s Office to continue to employ the Victim Services Director and three Victim Services Assistants. Without these positions the Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the community of Delaware County.

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

11
RESOLUTION NO. 25-915

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR SOUTH OLD STATE ROAD
(CR10) IMPROVEMENTS AND COURTYARDS AT EVANS FARM PUBLIC ROAD SECTION 1:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for South Old State Road (CR10) Improvements and Courtyards at Evans Farm Public Road Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for South Old State Road (CR10) Improvements and Courtyards at Evans Farm Public Road Section 1 as follows:

OWNER’S AGREEMENT
PROJECT NUMBER: 25064

THIS AGREEMENT made and entered into this 3rd day of November, 2025, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **EPCON Evans Farm LLC** hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled South Old State Road (C.R. 10) Improvements 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 \$784,500.00 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 \$62,800.00 estimated to be necessary to pay the cost of

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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 December 31, 2026**, 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 that result from the **OWNER'S** negligence or intentional misconduct.
- 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 **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.

OWNER'S AGREEMENT
PROJECT NUMBER: 25062

THIS AGREEMENT, executed on this 3rd day of November, 2025, between EPCON Evans Farm LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Courtyards at Evans Farm Public Road Sec 1 further identified as Project Number 25062 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 negligence or intentional misconduct 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 intentional misconduct 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**.

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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-Four Thousand Dollars and No Cents (\$64,000.00) 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**.

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	\$1,076,100.00
CONSTRUCTION BOND AMOUNT	\$1,076,100.00
MAINTENANCE BOND AMOUNT	\$107,600.00
INSPECTION FEE DEPOSIT	\$64,000.00

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

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RESOLUTION NO. 25-916

IN THE MATTER OF APPROVING A COOPERATIVE PROJECT AGREEMENT BETWEEN

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DELAWARE COUNTY AND THOMPSON TOWNSHIP/SCIOTO TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer recommends approval of the Cooperative Project with Thompson Township/Scioto Township;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperative Project Agreement with Thompson Township/Scioto Thompson:

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
THOMPSON TOWNSHIP, SCIOTO TOWNSHIP
AND DELAWARE COUNTY

THOMPSON TOWNSHIP, the Project Sponsor, SCIOTO TOWNSHIP and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as BROWN ROAD IMPROVEMENTS PROJECT, for Round 40 of the OPWC programs.

THOMPSON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the gas fund not to exceed \$10,000 and will pay its Local Share as invoices are due.

SCIOTO TOWNSHIP will provide its portion of the Local Share as described in the OPWC Application for Funding Assistance from the gas fund not to exceed \$30,000 and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by THOMPSON TOWNSHIP AND SCIOTO TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

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

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RESOLUTION NO. 25-917

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

It was moved by Mr. Merrell, seconded by Mr. Benton, 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
UT2025-0298	CINCINNATI BELL	SAWMILL & LIBERTY	FIBER OPTIC CABLE
UT2025-0299	CINCINNATI BELL	COLDWATER	FIBER OPTIC CABLE
UT2025-0300	CINCINNATI BELL	GLENMORE & WILLOW VALLEY	FIBER OPTIC CABLE
UT2025-0301	CINCINNATI BELL	HIGH & HARRISON	FIBER OPTIC CABLE
UT2025-0302	CINCINNATI BELL	WILDFLOWER & TRICIA PRICE	FIBER OPTIC CABLE
UT2025-0303	AEP	OWENFIELD DR	ROAD BORE
UT2025-0304	AEP	FORD RD	INSTALL NEW POLES
UT2025-0305	CINCINNATI BELL	WOODLAND HALL & OLENTANGY RIVER RD	FIBER OPTIC CABLE
UT2025-0306	COLUMBIA GAS	HONEY GROVE	GAS INSTALL
UT2025-0307	CINCINNATI BELL	BEAN OLLER & SAWMILL	FIBER OPTIC CABLE
UT2025-0308	FRONTIER	HIGHMEADOWS VILLAGE DR	FIBER OPTIC CABLE
UT2025-0309	AEP	HOLLENBACK	REPLACE POLES
UT2025-0310	ZAYO GROUP	CO. LINE RD & FANCHER RD	RELOCATING FIBER
UT2025-0311	ZAYO GROUP	CO. LINE RD & CENTER VILLAGE RD	RELOCATING FIBER
UT2025-0312	FRONTIER	COLUMBUS PIKE	ROAD BORE
UT2025-0313	CINCINNATI BELL	HOME & GOODING	FIBER OPTIC CABLE

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

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9:45A.M. PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF NATIONWIDE CHILDREN’S HOSPITAL LOCATED IN FRANKLIN COUNTY AND DELAWARE COUNTY

The Board of Commissioners opened the hearing at 9:45 A.M.

The Board of Commissioners closed the hearing at 9:49 A.M.

RESOLUTION NO. 25-918

A RESOLUTION APPROVING THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF NATIONWIDE CHILDREN’S HOSPITAL LOCATED IN FRANKLIN COUNTY AND DELAWARE COUNTY AND APPROVING THE ISSUANCE OF THE BONDS PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE:

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

WHEREAS, the County of Franklin, Ohio (“Franklin County” or the “Issuer”), as a “public hospital agency,” as defined in Chapter 140, Revised Code (the “Act”), is authorized and empowered by the Act to (a) acquire, construct, improve and equip “hospital facilities,” as defined in the Act, and (b) issue its revenue bonds to refund bonds and other obligations issued to pay the “costs of hospital facilities,” as defined in the Act;

WHEREAS, pursuant to the Act and certain public hearings, including a hearing held by the County Hospital Commission of Franklin County on October 29, 2025, and a hearing held by this Board of County Commissioners on November 3, 2025, Franklin County anticipates issuing its (i) Hospital Refunding and Improvement Revenue Bonds, Series 2025A (Nationwide Children’s Hospital Project) and Variable Rate Demand Hospital Improvement Revenue Bonds, Series 2025B (Nationwide Children’s Hospital) (together the “Series 2025 Bonds”), in one or more series, in connection with a plan of finance, in an aggregate principal amount not to exceed \$500,000,000, the proceeds of which are to be used by Nationwide Children’s Hospital, an Ohio nonprofit corporation (the “Corporation”) to finance and refinance the costs of the acquisition, construction, installation and equipping of certain “hospital facilities” located within the County of Franklin, Ohio, and the County of Delaware, Ohio;

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

Section 1. Approval. The issuance of the Series 2025 Bonds is hereby approved by this Board, as an “applicable elected representative” of Delaware County, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. Based on representations of the Corporation, the proceeds of the 2025 Bonds will be used for the purpose of (i) financing a portion of the acquisition, construction, equipping and installation of approximately \$350,000,000 of improvements to certain hospital facilities of the Hospital, including but not limited to a new patient tower, parking garage,

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energy plant, site utilities and loading dock expansion, all to be located on the main campus of the Hospital located at 700 Children’s Drive, Columbus, Ohio (collectively, the “2025 Project”), (ii) refunding on a current basis all or a portion of the Issuer’s (A) \$44,155,000 Adjustable Rate Hospital Facilities Revenue Refunding Bonds, Series 2013A (Nationwide Children’s Hospital) (the “Series 2013A Bonds”) dated June 4, 2013, (B) \$22,830,000 Adjustable Rate Hospital Facilities Revenue Refunding Bonds, Series 2013B (Nationwide Children’s Hospital) (the “Series 2013B Bonds” and, together with the Series 2013A Bonds, the “Series 2013 Bonds”) dated June 4, 2013, and (C) \$67,955,000 Hospital Facilities Revenue Refunding Bonds, Series 2022C (Nationwide Children’s Hospital) (the “Series 2022C Bonds” and together with the Series 2013 Bonds, the “Prior Bonds”); and (iii) paying certain costs of issuance of the Bonds. The projects financed and refinanced by the Prior Bonds consist of construction, additions, improvements and equipping of health care facilities located at 700 Children’s Drive, Columbus, Ohio, 6435 East Broad Street, Columbus, Ohio, 5675 Venture Drive, Dublin, Ohio, and 433 N Cleveland Ave, Westerville, Ohio (the “Prior Projects”). The 2025 Project will be owned by the Hospital and the Prior Projects are owned by the Hospital and will be used by the Hospital in an integrated operation for the delivery of healthcare, education, scientific research and administrative activities supporting those activities on several campuses.

Section 2. No Obligation. The Series 2025 Bonds do not constitute a general obligation, debt or bonded indebtedness of Franklin County or this County and neither the faith or credit or taxing power of Franklin County or this County or any other political subdivision is pledged to the payment of principal of or interest on the Series 2025 Bonds and the holders or owners thereof shall not be given the right and have no right to have excises or taxes levied by Franklin County or this County for the payment of principal of and interest thereon. Further, no part of the Series 2025 Bonds are to be issued, or shall be deemed issued, for or on behalf of this County.

Section 3. Bond Terms. The terms and provisions of the Series 2025 Bonds shall be as provided for in or pursuant to resolutions of the County Hospital Commission of Franklin County and the Board of County Commissioners of Franklin County authorizing the issuance, sale and delivery of the Series 2025 Bonds.

Section 4. Execution of Other Documents. Any member of this Board, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 5. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. Effectiveness. This Resolution shall be in full force and effect immediately upon its adoption.

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

RECESS AT 9:50 A.M. / RECOVENE AT 10:00 A.M.

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10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE WARREN #129 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY RICHARD R. LEHNER, EARL E. LEHNER, AND OTHERS:

The Board of Commissioners opened the hearing at 10:00 A.M.

The Board of Commissioners closed the hearing at 10:23 A.M.

RESOLUTION NO. 25-919

IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE WARREN #129 WATERSHED DRAINAGE IMPROVEMENT, PETITIONED BY RICHARD R. LEHNER, EARL E. LEHNER, AND OTHERS:

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

WHEREAS, on April 16, 2025, a petition for the Warren #129 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on **August 11, 2025**, the Board conducted a view of the proposed improvement; and

WHEREAS, on **November 3, 2025**, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the

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petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer’s preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Warren #129 Watershed Drainage Improvement. The Board hereby sets November 3, 2027, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE WARREN #129 WATERSHED DRAINAGE IMPROVEMENT PROJECT 403115-10.

Section 5. This 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 conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

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ADMINISTRATOR REPORTS

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

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – gave reminder of Election Day tomorrow. He toured a Preservation Park on 10/31 and participated in the Veterans; Day parade on 11/2.

Commissioner Benton – attended a CEBCO Board meeting on 10/31 and the opening of Ashley Public Library on 11/1. He will be attending the Special Investment Committee meeting on 11/4.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners