

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 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

1
RESOLUTION NO. 25-1087

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD DECEMBER 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 December 18, 2025, 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 Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2 PUBLIC COMMENT

3
RESOLUTION NO. 25-1088

**IN THE MATTER OF APPROVING PAYMENT OF WARRANTS IN BATCH NUMBERS
CMAPR 1219 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 1219:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1219 and memo transfers in batch numbers MTAPR 1219.

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

4
RESOLUTION NO. 25-1089

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2026:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following list of carry-over purchase orders:

PR Number	Vendor Name	Line Description	Account	Amount
CO PO FO	FISHEL DOWNEY ALBRECHT &	CO PO FOR INSURANCE LEGAL FEES	60111901 - 5370	\$ 10,000.00
R2550013	MAXIMUS CONSULTING SVCS INC	COST ALLOCATION PLAN	10011102 - 5301	\$ 12,500.00
R2550015	SHERIFF'S OFFICE	2025 CSEA CONTRACT	10011102 - 5360	\$ 16,320.00
R2550017	HEALTH DEPARTMENT	2025 LITTER GRANT	22111502 - 5365	\$ 30,739.54
R2550018	G & G ENTERPRISES COMPLETE	FRANKLIN DRAINAGE IMPROVEMENT PROJECT	40311478 - 5301	\$ 108,632.25
R2550019	ENVIRO-CONSTRUCTION CO LLC	SLATE LICK DRAINAGE IMPROVEMENT PROJECT	40311487 - 5301	\$ 16,550.00
R2550020	MIELKE MECHANICAL INC	REPLACE DAMPERS IN AIR HANDLERS - COURTHOUSE ROOF	40111402 - 5228	\$ 4,393.00
R2550020	MIELKE MECHANICAL INC	REPLACE DAMPERS IN AIR HANDLERS - COURTHOUSE ROOF	40111402 - 5328	\$ 4,083.00
R2550021	BENCHMARK WOODWORKS CO INC	COUNTERTOP - TREASURERS OFFICE	40111402 - 5410	\$ 13,853.03
R2550022	ELITAIRE LLC	RTU REPLACEMENT - JAIL ROOF	40111402 - 5410	\$ 500,000.00
R2550023	MCGRATH RENTCORP & SUBSIDIARIES	MODULAR BUILDING - DOG SHELTER	42311453 - 5410	\$ 27,482.70

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

R2550025	2K GENERAL COMPANY	MODULAR BUILDING - DOG SHELTER	42311453 - 5410	\$ 115,220.00
R2550026	HARRIS & HEAVENER EXCAVATING INC	COUNTY HOME ROAD FIBER INSTALLATION	42311453 - 5437	\$ 5,810.00
R2550029	HORIZON NETWORK PARTNERS	COUNTY HOME ROAD DARK FIBER IRU CONNECTION	42311453 - 5437	\$ 12,386.00
R2550031	ZOLL MEDICAL CORPORATION	CARDIAC MONITORS & AEDS - EMS	42311453 - 5450	\$ 45,653.64
R2550035	PENN CARE MEDICAL PRODUCTS	AMBULANCES - 2022 ORDER	42311453 - 5450	\$ 495,088.00
R2550040	FISHEL DOWNEY ALBRECHT &	CO PO WC LEGAL FEES	61311923 - 5361	\$ 7,500.00
R2550041	COMPMANAGEMENT INC	CO PO WC CLAIMS COSTS	61311923 - 5370	\$ 50,000.00
R2550043	DOMESTIC RELATIONS COURT	IV-D CONTRACT SERVICES NOV DEC 2025	23711630 - 5360	\$ 8,665.00
R2550049	SHERIFF'S OFFICE	IV-D CONTRACT FOR NOV DEC 2025	23711630 - 5301	\$ 31,680.00
R2550062	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL STATE FEES	10011301 - 5380	\$ 5,500.00
R2550093	AMERICAN ELECTRIC POWER	EMS ELECTRIC SVCS	10011303 - 5338	\$ 5,700.00
R2550094	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	10011303 - 5244	\$ 14,335.00
R2550095	LIBERTY TWP FIRE DEPT	2025 EMS RUNS	10011303 - 5345	\$ 113,647.57
R2550096	FINANCE DIRECTOR,DELAWARE CORP	2025 EMS RUNS	10011303 - 5345	\$ 255,707.35
R2550098	PARALLEL TECHNOLOGIES INC	PHONE MAINTENANCE AGREEMENT	10011105 - 5325	\$ 63,027.42
R2550099	OHIOHEALTH CORPORATION	CERT EXERCISE PHYSIO	10011303 - 5319	\$ 8,523.27
R2550100	QUICK MED CLAIMS LLC	EMS BILLE FEES	10011303 - 5301	\$ 6,300.00
R2550102	PNC BANK	EMS SUPPLIES	10011303 - 5200	\$ 8,000.00
R2550102	PNC BANK	EMS SERVICES	10011303 - 5300	\$ 10,500.00
R2550103	ORANGE TOWNSHIP TRUSTEES	EMS 3 LEASE 12 20 2025- 12 19 2026	10011303 - 5335	\$ 8,640.00
R2550114	PATH MASTER INC	AI PREEMPT PRIORITY KIT	10011303 - 5260	\$ 12,254.00
R2550127	DELAWARE AUTO SALES LLC	SHERIFF CRUSIER DEER REPAIR	60111901 - 5370	\$ 6,357.45
R2550131	MIELKE MECHANICAL INC	MECHANICAL WORK FOR REPLACEMENT GENERATOR	21411306 - 5450	\$ 33,876.00
R2550134	MOTOROLA SOLUTIONS INC	VIRTUALIZED PRIME SITE SOFTWARE	21411306 - 5452	\$ 314,176.00
R2550134	MOTOROLA SOLUTIONS INC	VIRTUALIZED PRIME SITE EQUIPMENT AND INSTALLATION	21411306 - 5450	\$ 294,176.00
R2550136	PETERSON CONSTRUCTION CO	OECC HEADWORKS AND AERATION UPGRADES PROJECT	66611900 - 5410	\$ 200,000.00
R2550152	B & C COMMUNICATIONS INC	VESTA EIM UPGRADE FOR NG911	21711326 - 5320	\$ 34,101.67
R2550164	COLDWATER CONSULTING LLC	NORTHSTAR WRF FACILITY UPGRADES	66611900 - 5410	\$ 16,890.00
R2550171	UNITED SURVEY INC	SEWER REPAIRS ALONG WILSON ROAD - RESOLUTION	66611900 - 5415	\$ 77,250.00
R2550174	CORE & MAIN LP	(6) ECC PLUG VALVES	66211900 - 5260	\$ 28,528.88
R2550176	XYLEM WATER SOLUTIONS USA INC	REPAIR PARTS FOR LEATHERLIPS PUMP STATION	66211900 - 5228	\$ 46,932.04
R2550179	UNITED SURVEY INC	RESOLUTION 24-216	66611900 - 5415	\$ 15,500.00
R2550183	HENRY P THOMPSON CO INC	DISINFECTION SYSTEM	66211900 - 5450	\$ 52,750.00
R2550190	MCCROMETER INC	REPAIR OF FLOW METER SENSORS	66211900 - 5328	\$ 6,000.00
R2550202	BEAR ENVIRONMENTAL LLC	LIQUID SLUDGE HAULING	66211900 - 5380	\$ 8,000.00
R2550205	RUMPKE CONSOLIDATED COMPANIES	SLUDGE DISPOSAL	66211900 - 5380	\$ 65,000.00
R2550211	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211900 - 5338	\$ 135,000.00
R2550214	OHIO EDISON CO	ELECTRIC SERVICE	66211900 - 5338	\$ 24,000.00
R2550223	COLUMBIA GAS OF OHIO	GAS SERVICE	66211900 - 5338	\$ 11,000.00

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

R2550224	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE	66211900 - 5338	\$ 9,000.00
R2550225	PNC BANK	P CARD - SUPPLIES	66211900 - 5200	\$ 2,800.00
R2550225	PNC BANK	P CARD - SERVICES	66211900 - 5300	\$ 9,000.00
R2550227	AMERICAN ELECTRIC POWER	ELECTRIC UTILITY	10011105 - 5338	\$ 18,792.76
R2550229	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS - BIOXIDE	66211900 - 5290	\$ 10,000.00
R2550230	BEEMS BP DIST INC	FUEL FOR VEHICLES	10011106 - 5228	\$ 9,000.00
R2550231	FLEETCOR TECHNOLOGIES INC	FUEL FOR VEHICLES	10011106 - 5228	\$ 5,500.00
R2550234	COLUMBIA GAS OF OHIO	ELECTRIC UTILITY	10011105 - 5338	\$ 15,000.00
R2550249	NUTTER CENTER	JFS PLACEMENT CARE	22511607-5350	\$ 40,000.00
R2550243	EASTWAY CORP	JFS PLACEMENT CARE	77361611-5342	\$ 43,000.00
R2550245	KIDS COUNT TOO	JFS PLACEMENT CARE	22511607-5350	\$ 5,500.00
R2550247	NOBEL VISION	JFS PLACEMENT CARE	22511607-5350	\$ 22,000.00
R2550248	NATIONAL YOUTH	JFS PLACEMENT CARE	22511607-5350	\$ 5,500.00

FURTHER BE IT RESOLVED, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

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

5
RESOLUTION NO. 25-1090

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, THOMAS L. HART, ESQ., PAINTER & ASSOCIATES, LLC, REQUESTING ANNEXATION OF 95.982 ACRES OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:

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

WHEREAS, on November 24, 2025, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Thomas L. Hart, Painter & Associates, LLC, agent for the petitioners, requesting annexation of 95.982 acres, more or less, from Trenton Township to the City of Sunbury; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury or the Township of Trenton;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 95.982acres, more or less, from Trenton Township to the City of Sunbury.

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

6
RESOLUTION NO. 25-1091

IN THE MATTER OF A NEW LIQUOR LICENSE FROM UDF – LIMITED PARTNERSHIP II, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new C2 license from UDF – Limited Partnership II, located at 7083-85 SR 3, Genoa Township, Westerville, Ohio 43081; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

7
RESOLUTION NO. 25-1092

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM MADMAT LLC TO THE CACTUS RESTAURANT LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D1, D2 and D3 license from MADMAT LLC to The Cactus Restaurant LLC, located at 9685 Sawmill Road, Powell, Ohio 43065; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

8
RESOLUTION NO. 25-1093

IN THE MATTER OF A NEW LIQUOR LICENSE FROM LOST IN THE WOODS LLC, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D 1, D2 and D6 license from Lost In The Woods LLC, located at 5175 Cheshire Road, Berlin Township, Galena, Ohio 43021; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

9
TIM WILSON, DELAWARE COUNTY VISITORS BUREAU

2025 YEAR END UPDATE

10
RESOLUTION NO. 25-1094

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR FAMILY AND CHILDREN FIRST COUNCIL:

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

Decrease in Appropriations

70161605-5342	FCFC FCF System of Care/Medical & Health Services	(\$100,000.00)
70161605-5348	FCFC FCF System of Care/Client Services	(\$178,000.00)
70161608-5342	FCFC Flexible Funding Pool/ Medical & Health Services	(\$7,000.00)
70161608-5348	FCFC Flexible Funding Pool/Client Services	(\$100,000.00)

Supplemental Appropriations

70161605-5801	FCFC FCF System of Care/Transfers	\$265,939.82
70161608-5801	FCFC Flexible Funding Pool/Transfers	\$502,188.19
77361612-5801	Flexible Funding Pool/Transfers	\$204,671.62

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

Transfer of Funds
From

To	
70161605-5801	77361611-4601 \$206,329.00
FCF System of Care/Transfers	Multi-System Youth/Interfund Revenue
70161605-5801	70161603-4601 \$59,610.82
FCF System of Care/Transfers	FCFC General/Interfund Revenue
70161608-5801	77361612-4601 \$502,188.19
FCFC Flexible Funding Pool/Transfers	Flexible Funding Pool/Interfund Revenues
77361612-5801	70161603-4601 \$204,671.62
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue

Repayment of Prior Year Advance
From

To	
70161606-8501	70161603-8401 \$70,000.00
Help Me Grow/Cash Advance Out Prior Year	FCFC General/Cash Advance In Prior Year

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

11
RESOLUTION NO 25-1095

IN THE MATTER OF APPROVING THE LICENSE AGREEMENT BY AND BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY PROSECUTING ATTORNEY, DELAWARE COUNTY COMMON PLEAS COURT, DELAWARE COUNTY JUVENILE AND PROBATE COURT, DOMESTIC RELATIONS COURT, DELAWARE COUNTY PUBLIC DEFENDER’S OFFICE, AND WEST PUBLISHING CORPORATION, A THOMSON REUTERS BUSINESS:

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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

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

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

12
RESOLUTION NO. 25-1096

A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF LEVYING A RENEWAL OF AN EXISTING TAX, WITH AN INCREASE, IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSES OF DEVELOPMENTAL DISABILITIES SERVICES AND FACILITIES:

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

PREAMBLE

WHEREAS, on December 18, 2025, the Delaware County Board of Commissioners (the “Board”) approved Resolution No. 25-1084, declaring the necessity to levy a tax in excess of the ten-mill limitation for the purposes of operation of community programs and services authorized by county boards of developmental disabilities, and the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, said purposes being authorized in R.C. 5705.19(L) and R.C. 5705.222; and

WHEREAS, the Delaware County Auditor (“Auditor”) has certified the following information to the Board:

- 1. The total current tax valuation of Delaware County is \$14,138,050,000;
- 2. The levy’s effective rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor’s appraised value is \$65.00;
- 3. The dollar amount of revenue, rounded to the nearest dollar, that would be generated by 2.7 mills is \$27,129,584; and

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025**

4. An estimate of the levy's annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list most recently certified by the Auditor under division (A) of section 319.28 of the Revised Code, is \$27,129,584.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

1. The Board shall proceed with the submission of the question of the tax to electors.
2. The rate of the tax levy, expressed in mills for each one dollar of taxable value, is 2.7 mills, which is a renewal levy at the rate of 2.0 mills for the existing tax levy, with an increase of 0.7 mills.
3. The effective rate of the tax levy in dollars for each one hundred thousand dollars of the Auditor's appraised value, as estimated by the Auditor, is \$65.00.
4. Pursuant to R.C. § 5705.03(B)(1):
 - a. The proposed rate of the tax is 2.7 mills, which constitutes a renewal levy at the rate of 2.0 mills for the existing tax levy, with an increase of 0.7 mills;
 - b. The purposes of the tax are the operation of community programs and services authorized by county boards of developmental disabilities, and the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, said purposes being authorized in R.C. 5705.19(L) and R.C. 5705.222;
 - c. The levy is a renewal of an existing tax, with an increase;
 - d. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(L), 5705.222, and 5705.25;
 - e. The term of the tax is five (5) years;
 - f. The territory where the tax is to be levied is the entire territory of Delaware County;
 - g. The date of the election at which the question of the tax shall appear on the ballot is May 5, 2026;
 - h. The ballot measure shall be submitted upon the entire territory of Delaware County;
 - i. The tax will be first levied in tax year 2026 and first collected in calendar year 2027;
 - j. No territory outside Delaware County is subject to the tax.
5. The Clerk of the Board is hereby directed to **certify the levy to the Auditor AND the Board of Elections, Delaware County, Ohio ("BOE")**. Certification shall include copies of **ALL** of the following documents:
 - a. Resolution of Necessity (Resolution No. 25-1084 adopted on December 18, 2025); and
 - b. **Certification of the Auditor**; and
 - c. **Resolution to Proceed** (This Resolution).

Certification shall occur by **no later than 4:00 PM on February 4, 2026** (90 days prior to the Election).

The Clerk of the Board shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

6. The BOE is hereby directed to submit substantially the following question to the electors at the Election:

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

OFFICIAL QUESTIONS AND ISSUES BALLOT PRIMARY ELECTION – MAY 5, 2026 DELAWARE COUNTY, OHIO PROPOSED TAX LEVY – RENEWAL AND INCREASE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES DELAWARE COUNTY A Majority Affirmative Vote Is Necessary For Passage.	
A renewal of 2.0 mills and an increase of 0.7 mills for each \$1 of taxable value to constitute a tax for the benefit of Delaware County for the purposes of the OPERATION OF COMMUNITY PROGRAMS AND SERVICES AUTHORIZED BY COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES, AND FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, FINANCING, MAINTENANCE, AND OPERATION OF DEVELOPMENTAL DISABILITIES FACILITIES that the County Auditor estimates will collect \$27,129,584 annually, at a rate not exceeding 2.7 mills for each \$1 of taxable value, which amounts to \$65.00 for each \$100,000 of the County Auditor’s appraised value, for five years, commencing in 2026, first due in calendar year 2027.	
	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

7. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
8. This Resolution shall be in full force and effect immediately upon adoption.

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

13
RESOLUTION NO. 25-1097

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR MIRALUNA OFFSITE:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Sewer Subdivider’s Agreement for Miraluna Offsite;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Sanitary Sewer Subdivider’s Agreement for Miraluna Offsite:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on December 22nd, 2025, by and between **Romanelli & Hughes**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”), and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the **Offsite Sanitary Sewer Improvements Plan for Miraluna**, dated **November 10, 2025**, and approved by the County on **November 12, 2025**, all of which are a part of this Agreement.

The Subdivider shall pay the entire cost and expense of the Improvements. The County shall reimburse Subdivider a portion of the construction cost through tap credits under the following terms:

- Installing 5,741 linear feet of 24” sanitary sewer and accessories = \$3,021,300.00

Except as otherwise set forth herein, the maximum total reimbursement amount is **\$3,021,300.00**, which may only be used by the Subdivider within the Miraluna, Plumb Creek, Irish Eyes, and Parkside at Evans Farm developments. The Subdivider and the County mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County’s sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider’s private investment in the sanitary facilities, such charge being a special exception to the established charge.

SECTION II: CAPACITY

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025**

There are 0 single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$250,000.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for **Offsite Sanitary Sewer Improvements Plan for Miraluna**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Offsite Sanitary Sewer Improvements Plan for Miraluna (\$33,250.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½ %) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Offsite Sewer Improvements Plan for Miraluna (\$80,750.00)**.

The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Offsite Sanitary Sewer Improvements Plan for Miraluna** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of- way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size) and a digital copy in .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

14
MONTHLY SANITARY APPROVAL UPDATE

15
RESOLUTION NO. 25-1098

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN ANDREW C. AND ASHLEY C. CLARK, 1176 DALE FORD ROAD DELAWARE, OHIO, 43015, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-TR 95-0.58 ROLOSON-PIATT ROAD:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Andrew C. and Ashley C. Clark for the project known as DEL-TR 95-0.58 Roloson-Piatt Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following contract for sale and purchase with Andrew C. and Ashley C. Clark for the project known as DEL-TR 95-0.58 Roloson-Piatt Road:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22ND day of December, 2025 Andrew C. Clark, married to Ashley C. Clark, whose address is 1176 Dale Ford Rd Delaware , Ohio 43015, 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,

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025**

Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibits A and B (Property Descriptions)

**1-WD ~ Parcel 1 (41824001056001)
2-WD ~ Parcel 2 (41824001010001) and Parcel 3 (41824001010001)
DEL-TR 95-0.58 ~ Roloson-Piatt Road**

By this reference, Exhibits A and B are incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Three Hundred Fifty-Five Thousand and 0/100 Dollars (\$355,000.00)**, 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 execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

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 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

16
RESOLUTION NO. 25-1099

**IN THE MATTER OF ACCEPTING A ROAD AND APPROVING RECOMMENDED SPEED LIMIT
FOR CARLTON AT BERKSHIRE:**

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

WHEREAS, the Engineer has reviewed the roadway construction in Carlton at Berkshire (the "Subdivision"),

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.344 mile to Township Road number 1673, Rider Road; and

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

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein, accepting the road and approving the speed limit in accordance with the Engineer’s recommendations stated herein.

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

17
RESOLUTION NO. 25-1100

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING
CONSTRUCTION BONDS FOR PORTRUSH DRIVE IMPROVEMENTS (LUNDIN ROAD); BERLIN
FARM WEST SECTION 5; CLARKSHAW CROSSING SECTION 1A; AND CLARKSHAW
CROSSING SECTION 2A:

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

WHEREAS, the roadway construction has been completed for the projects known as Portrush Drive Improvements (Lundin Road); Berlin Farm West Section 5; Clarkshaw Crossing Section 1A; and Clarkshaw Crossing Section 2A (the “Projects”); and

WHEREAS, as the result of the Engineer’s recent field review of the Projects, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreements for the Projects, the maintenance bonds be set at ten percent (10%) of the original construction estimate (Portrush Drive Improvements (Lundin Road), \$42,400.00; Berlin Farm West Section 5, \$34,600.00; Clarkshaw Crossing Section 1A, \$128,300.00; and Clarkshaw Crossing Section 2A, \$167,400.00) and the Projects be placed on the required one-year maintenance period; and

WHEREAS, Northstar Residential Development LLC and M/I Homes of Central Ohio LLC as principals for their respective Projects have provided maintenance bonds in the required amounts for the one-year maintenance period; and

WHEREAS, the Engineer recommends approval to return the construction performance bonds to the principals;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing the maintenance bonds for the Projects and returning the construction bonds for the Projects.

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

18
RESOLUTION NO. 25-1101

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:

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0358	AT & T	AFRICA ROAD #21	BURRIED CABLE
UT2025-0359	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0360	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0361	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0362	CINCINNATI BELL	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0363	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0364	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0365	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE
UT2025-0366	PEARCE SERVICES	MULTIPLE ROADS	FIBER OPTIC CABLE

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

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

19
RESOLUTION NO. 25-1102

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE
AUTHORITY BOARD OF DIRECTORS AND APPROVING A CHANGE TO THE NUMBER OF
MEMBERS OF THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

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

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

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-490, the addition of two additional members to the Board of Directors to make a total of seven members; and

WHEREAS, two members of the Board of Directors, with terms expiring on December 31, 2025, are not seeking reappointment; and

WHEREAS, one member of the Board of Directors, with a term expiring on December 31, 2026, has expressed a willingness to vacate the current term and be appointed to a new term commencing January 1, 2026, and expiring on December 31, 2029; and

WHEREAS, as a result of this proposed mid-term appointment, the Board of Commissioners wishes to change the number of members of the Board of Directors to the original total of five members; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a current member of the Board of Directors to a different seat;

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

Section 1. The Board of Commissioners hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of Angel L. Mumma to the Board of Directors for the term commencing January 1, 2026, and expiring on December 31, 2029.

Section 3. The Board hereby approves a change in the number of members of the Board of Directors, as set forth in Section 3 of Resolution No. 06-506 and amended in Section 1 of Resolution No. 16-490. The Board of Directors shall be decreased from seven regular members to five regular members by eliminating one seat with a term expiring December 31, 2025, and one seat with a term expiring December 31, 2026. All members shall be appointed by this Board, shall serve terms of four years, and shall possess the qualifications required of regular members.

Section 4. The appointment made herein and the change to the number of members of the Board of Directors approved herein shall be effective on January 1, 2026.

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

OTHER BUSINESS
RESOLUTION NO. 25-1103

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE,
APPROVE AND EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH
THE LIBERTY TOWNSHIP BOARD OF TRUSTEES FOR THE PROVISION OF EMERGENCY
MEDICAL SERVICES:

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

WHEREAS, on April 26, 2021, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 21-340, approving an agreement with the Liberty Township Board of Trustees to provide emergency medical services; and

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025**

WHEREAS, the agreement expires on December 31, 2025, and the Board desires to negotiate a replacement agreement on terms and conditions acceptable to both parties; and

WHEREAS, pursuant to section 305.30 of the Revised Code, the County Administrator may contract on behalf of the Board within limits provided by a resolution of the Board and perform such additional duties as the Board may determine by resolution;

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

Section 1. The Board hereby authorizes the County Administrator to negotiate, approve, and execute an intergovernmental cooperation agreement with the Liberty Township Board of Trustees for the provision of emergency medical services; provided, however, the agreement shall be for no more than two years and shall provide for compensation at an increase of no more than 3.25% per annum over the rate of compensation in the current agreement. The agreement may contain any other terms and conditions the County Administrator determines are necessary, proper, and in the County's best interests.

Section 2. This Resolution shall be effective immediately upon adoption.

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

**20
ADMINISTRATOR REPORTS**

CA Davies – wishing everyone a Merry Christmas, and looking forward to 2026.

DCA Huston and Attorney Hochstettler – Nothing to report.

**21
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell – wishing everyone a Merry Christmas, reflecting on a successful 2025 and is optimistic for 2026

Commissioner Benton – wishing everyone a Merry Christmas and a great 2026 is expected.

Commissioner Lewis – wishing everyone a Merry Christmas, and offered Thanks to staff for a great year.

**22
RESOLUTION NO. 25-1104**

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

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

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, Discipline and Compensation of a Public Employee or a Public Official and for Pending or Imminent Litigation.

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2025

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

23
RESOLUTION NO. 25-1104

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