

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM SPECIAL MEETING HELD DECEMBER 29, 2025
ORANGE TOWNSHIP - DELAWARE COUNTY**

The electronic recordings of this meeting serve as the official meeting minutes.
A full and accurate account of this meeting's audio and video can be found at
www.orangetwp.org

Mr. Ringle to call the meeting to order at 7:35 p.m.

PRESENT:

Michael Ringle, Chair
Erica Fouss, Vice Chair
Lisa Knapp, Trustee
Donna Batten, Fiscal Officer

ALSO PRESENT: Michele Boni, Township Administrator

**RES.25-346 A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR
TO ENTER INTO A CONSULTING AGREEMENT WITH BOWERS HINMAN
CAPITOL AFFAIRS, LLC FOR GOVERNMENT RELATIONS SERVICES**
Motion by Mr. Ringle

WHEREAS, Orange Township ("Township") has identified the need for professional government relations, lobbying, and consulting services to support the Township's legislative and administrative priorities; and

WHEREAS, Bowers Hinman Capitol Affairs, LLC ("Consultant") possesses the experience and expertise necessary to provide such services; and

WHEREAS, the Consultant has presented a proposed Consulting Agreement dated January 1, 2026, outlining the scope of services, compensation, term, confidentiality, reporting requirements, and other terms of engagement; and

WHEREAS, the Board of Township Trustees finds that entering into the Consulting Agreement is in the best interest of the Township and will support effective representation before governmental entities throughout the State of Ohio;

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

1. Approval of Agreement. The Consulting Agreement between Orange Township and Bowers Hinman Capitol Affairs, LLC, attached hereto and incorporated herein, is hereby approved.
2. Authority to Execute. The Township Administrator, Michele Boni, is hereby authorized and directed to execute the Agreement on behalf of the Township and to take all necessary actions to implement its terms.
3. Appropriation of Funds. The Fiscal Officer is authorized to encumber and expend funds in the amount of \$4,000 per month, as set forth in the Agreement, for the duration of the contract, subject to appropriations and applicable law.
4. Compliance. All parties shall comply with the reporting and filing requirements of the Joint Legislative Ethics Committee, as required.
5. Effective Date. This Resolution shall take effect immediately upon adoption.

Seconded by Mrs. Fouss

VOTE: Ringle - Yes Fouss - Yes Knapp - Yes

CERTIFICATE

State of Ohio, Delaware County

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM SPECIAL MEETING HELD DECEMBER 29, 2025
ORANGE TOWNSHIP - DELAWARE COUNTY**

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. RES.25-346 is taken and copied from the record of proceedings of the Board, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: December 29, 2025


Donna-Batten, Fiscal Officer
Orange Township, Delaware County, Ohio

**RES.25-347 TO ADOPT THE RECOMMENDATION OF APPROVAL OF THE
ZONING COMMISSION AS TO ZONING APPLICATION #ZON-25-08 OF TRILOGY
REAL ESTATE LLC, WITH MODIFICATIONS**

Mr. Ringle moved the adoption of the following Resolution:

WHEREAS, the Zoning Commission, by its Resolution adopted November 18, 2025, recommended to the Board of Township Trustees (the “Board) the APPROVAL WITH MODIFICATIONS of Zoning Application #ZON-25-08 of Trilogy Real Estate LLC, the pages of which are each stamped received with ORANGE TWP. ZONING on 12.2.25, requesting the amendment of the currently effective development plan for property located at 0 Columbus Pike, Lewis Center, OH 43035 (PID# 318-230-02-001-003), (applications #17033 and #ZON-17-04, collectively “Development Plan”); and

WHEREAS, public notice was given in accordance with Ohio Revised Code Section 519.12(F) and a public hearing regarding Application #ZON-25-08 was held on December 10, 2025 before the Board; and

WHEREAS, the Board, following the required public hearing, determines that the Development Plan, should be adopted and approved.

NOW THEREFORE BE IT RESOLVED that the recommendation of the Zoning Commission of approval of the Zoning Application #ZON-25-08 of Trilogy Real Estate LLC, is adopted, rendering the application approved, hereafter further modified as follows:

1. Both the Record Owner of the Property (the Property being identified in the Application as Subarea 2A) and/or Applicant, if Applicant becomes the Record Owner of the Property, along with its successors and assigns, shall be required to sign a petition or petitions acknowledging and consenting to the inclusion of the Property in a New Community Authority (“NCA”) in which the Township is a contracting party, subject to an assessed valuation charge of 4-mills.

BE IT FURTHER RESOLVED that all portions of the previously approved applications, Development Plans, and other documents and exhibits of applications #17033 and #ZON-17-04 that are unaffected hereby shall continue in full force and effect.

Seconded by Ms. Knapp

VOTE: Ringle - Yes Fouss - Yes Knapp – Yes

**TABLED - RES.25-348 CREATING TWENTY-SIX INCENTIVE DISTRICTS AND
DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN THE
INCENTIVE DISTRICTS TO BE A PUBLIC PURPOSE, AND EXEMPT FROM REAL
PROPERTY TAXES; IDENTIFYING CERTAIN PUBLIC INFRASTRUCTURE
IMPROVEMENTS THAT, ONCE MADE, WILL BENEFIT OR SERVE THE PARCELS
IN THE INCENTIVE DISTRICTS; REQUIRING THE OWNERS OF THOSE PARCELS
TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING AN
INCENTIVE DISTRICT PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT
FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; AND RELATED
AUTHORIZATIONS**

Mr. Ringle moved to table to no date certain:

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM SPECIAL MEETING HELD DECEMBER 29, 2025
ORANGE TOWNSHIP - DELAWARE COUNTY**

Seconded by Mrs. Fouss
VOTE: Ringle - Yes Fouss - Yes Knapp – Yes

**RES.25-349 AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN THE
BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP AND THE BOARD OF
COUNTY COMMISSIONERS OF DELAWARE COUNTY FOR A PORTION OF 6226
THIRD STREET, LEWIS CENTER, OHIO TO PERMIT THE USE OF THE FACILITY
TO PROVIDE EMERGENCY MEDICAL SERVICES**

Motion by Mr. Ringle

A **RESOLUTION AUTHORIZING** that the Board of Township Trustees of Orange Township, Delaware County, Ohio ("Board"), to enter into and execute agreement for a portion of 6226 Third Street, Lewis Center, Ohio 43035 for the provision of Emergency Medical Services to Southern Delaware County, including Orange Township.

THIS AGREEMENT, entered into this 29th day of December, 2025, by and between the Board of Township Trustees of Orange Township, Delaware County, Ohio, (hereinafter referred to as "Township") and the Board of County Commissioners of Delaware County, Ohio (hereinafter referred to as "County")

LEASE AGREEMENT

WHEREAS, the Board of Township Trustees of Orange Township, Delaware County, Ohio, (hereinafter referred to as "Township") desires to permit the use of a portion of its facilities located in Orange Township at 6226 Third Street, Lewis Center, Ohio 43035 by the Delaware County Emergency Medical Services; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (hereinafter referred to as "County") desires to make use of a portion of Township's facilities for the provision of Emergency Medical Services to Southern Delaware County, including Orange Township;

NOW, THEREFORE, the Township and the County mutually make and enter this Agreement on the following terms and conditions:

1. County hereby leases from Township, and Township hereby leases to County the entire building located at 6226 Third Street, Lewis Center, Ohio 43035 and lots 12 and 18 as shown on the plat of Lewis Center (hereinafter collectively referred to as the "Facilities") for use as a base of operations for the provision of Emergency Medical Services (hereinafter "EMS"), and no other purpose(s), for a period of one (1) year beginning December 20,2025 and ending December 19, 2026.
2. Township and County specifically agree that lot 17 of the plat of Lewis Center, also owned by Township, is not included within the Facilities, and shall remain subject to use and control of Township as determined by Township in its' sole discretion.
3. County shall pay Township, at the Township Fiscal Office, 1680 E. Orange Road, Lewis Center, Ohio 43035, or at such other place as the Township shall designate from time to time in writing, as rental for such use of the premises, the annual sum of Eight Thousand Six Hundred Forty Dollars (\$8,640.00), in equal monthly installments of Seven Hundred Twenty Dollars (\$720.00), each payable in advance on the first of each month, beginning on December 19, 2025.
4. In addition to the previously provided monetary rental, County agrees to provide, as a portion of its consideration herein, an EMS level of service from such facility to Southern Delaware County, including Orange Township. Such level of service shall be the placement of Advanced Life Support ambulance(s), staffed by a minimum of two (2) state certified Emergency Medical Technician(s) having no less than one (1) Paramedic and an Emergency Medical Technician-Basic, Advanced-Emergency Medical Technician, or Paramedic. Such service shall be

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ORANGE TOWNSHIP - DELAWARE COUNTY**

provided on a twenty-four (24) hour basis, seven (7) days per week during the entirety of the term of this Agreement.

5. County shall have the full right to control the Facilities and to construct and make repairs and/or install additions, fixtures and improvements to the Facilities, at County's sole cost and expense, upon the prior written consent of Township. Township shall have no obligation or liability to make any repair or improvement, nor for any costs or expenses in connection with the construction of repairs, additions, fixtures or improvements to the Facilities. All contractors of County performing such work shall be properly licensed and all necessary permits shall be obtained prior to any work being done. All work shall be performed in accordance with all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of those governments.

Any such repairs, additions, fixtures or improvements except movable furniture and like furnishings shall, without compensation to County, be the property of Township and remain upon the Facilities as a part thereof, and be sur- rendered with the premises upon the termination of this Lease, or upon failure of County to pay or perform the rents and covenants of this lease agreement to be paid or performed by County. County shall permit Township and its agents to enter into and upon the Facilities at all reasonable times for the purpose of inspecting the same.
6. County shall be responsible for, and shall pay for, all necessary maintenance, interior and exterior, of the Facilities, for the payment of all utility charges for utility services provided to the Facilities, for the payment, prior to delinquency, of all real estate taxes and installments of special assessments coming due during the lease term on the Facilities, and for all damage caused to the Facilities, normal wear and tear excepted, during the County's use and/or occupancy of the Facilities, regardless of the nature, cause, or source of such damage.
7. County shall promptly comply with all laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of these governments through- out the term of this lease agreement, and without cost to Township. County shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.
8. Township shall maintain fire and extended coverage insurance upon the building located within the Facilities.
9. County shall not assign this lease, nor sublet the Facilities or any portion thereof, nor use the same, or any part thereof, nor permit the same or any part thereof to be used for any other purpose than as above stipulated, without the written consent of the Township.
10. All personal property and/or fixtures placed or moved in or upon the Facilities above described shall be at the risk of the County or owner thereof, and Township shall not be liable for any damage to said personal property and/or fixtures. Neither shall Township be liable to County for any damages resulting from the inability of County to make use of the Facilities by reason of bursting or leaking water pipes, fire, natural disaster, or any other cause
11. County shall maintain, for the full term of this Agreement, self-insurance and/or general liability insurance policies with a combined minimum limit of One- Million Dollars (\$1,000,000.00). Any such general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio and shall provide that the insurer will give Township written notice at least thirty (30) days prior to the effective date of cancellation. Township shall be named as an additional insured in such self-insurance program and/or general liability insurance policies and County shall provide proof of the same to the Township upon demand.
12. If any term, covenant or condition of this lease agreement shall be invalid or unenforceable to any extent, the remainder of the terms, covenants and conditions of this lease agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM SPECIAL MEETING HELD DECEMBER 29, 2025
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IN WITNESS WHEREOF, this Agreement is executed by the Township and County through their respective authorized representatives, as of the last date written below.

County:

Township:

Tracie Davics
County Administrator

Michele Boni
Michele Boni
Township Administrator

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Staff Attorney, Board of Commissioners
Attorney

Delaware County Prosecuting

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the Ohio Auditor of State that Orange Township has no unresolved findings for recovery pending or issued against it by the State of Ohio.

George Kaitsa
Delaware County Auditor

Seconded by Ms. Knapp
VOTE: Ringle - Yes

Fouss- Yes

Knapp – Yes

**RES.25-350 REVISING AND/OR INCREASING PERMANENT APPROPRIATIONS
ESTABLISHED IN RES.24-340**

Mr. Ringle moved the adoption of the following Resolution:

BE IT RESOLVED that the appropriations for the fiscal year ending December 31, 2025, as made at the Trustee Meeting on December 4, 2024, in Res.24-340, are changing as follows:

Purposes for which expenditures are to be made for and during said fiscal year, as follows, via:

Permissive Motor Vehicle License Tax Fund

That the appropriations for the below account codes be increased by \$150,000 in the Permissive Motor Vehicle License Tax Fund retroactive to October 15, 2025:

<u>Account code</u>	<u>Description</u>	<u>Previous</u>	<u>Revised</u>
2231-760-750-0000	Motor Vehicles	\$111,396.96	\$261,396.96

Seconded by Mrs. Fouss
VOTE: Ringle - Yes

Fouss- Yes

Knapp – Yes

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ADJOURNMENT

RES.25-351 MEETING ADJOURNNMENT

Motion by Mr. Ringle to adjourn.

Seconded by Ms. Knapp

VOTE: Ringle - Yes

Fouss - Yes

Knapp - Yes

Notice: Copies of documents referred to in this journal can be obtained by contacting the Orange Township Administrator.

Michael Ringle
Chair

Erica Fouss
Vice Chair

Lisa Knapp
Trustee

Attest:

Donna Batten
Donna Batten
Fiscal Officer