

RECORD OF PROCEEDINGS

WALNUT TOWNSHIP, FAIRFIELD COUNTY, OH - BOARD OF TRUSTEES

11420 Millersport Rd., Millersport, OH 43067

REGULAR MEETING MINUTES

February 18, 2026 – 7:00 PM

Township Officials present:

Trustees William R. Yates, Douglas G. Leith, Bob Slater were present.

Department Heads/Staff present:

Roads & Parks Supervisor - Nate Wagner; Zoning Administrator- Mike Berry; Fire Chief- Bob Price were present. Property Maintenance Inspector - Kelly Smith was absent.

The regular meeting was called to order at 7:00 PM by Trustee Chairman Yates.

Special guests - Sgt. Williams gave his report, broken down in December 2025 was 132, January 2026 was 138, resulting in an increase of 6 calls.

Number of members of the public present: 8 as recorded on Sign-in sheets.

MEETING PROCEEDINGS

Approval of Minutes: Trustee Leith moved to accept the minutes from the Board Meeting on January 21, 2026. Seconded by Trustee Slater. Motion carried with 3 yes votes.

Financial Report – Fiscal Officer, Amy Amspaugh

Fiscal Officer Amy Amspaugh submitted to the Trustees for approval: Payment Listing/Check Register, Fund Status, Cash Summary Report, and November 2025 Bank Reconciliation Report.

Trustee Slater moved to accept the Financial Reports as presented by the Fiscal Officer, second offered by Trustee Leith. Motion passed with 3 yes votes.

Comments from the Public: Sherry Pymer updated the Trustees regarding the solar panel lawsuit. She reported the brief would be filed by the deadline on Monday. She also updated the Trustees about the proposed data center. The Trustees were asked if it was true about water getting to Fairfield Beach? If so, what would the possibility would be for Snug Harbor to obtain water for development. Trustee Yates said he would check into it.

DEPARTMENT REPORTS

Township Fire Department - Chief Robert Price; Chief Price reported 115 runs for January 2026.

The department was awarded 2 grants from BWC: FEEEG grant and SIG grant, for approximately \$27,000.00 worth of equipment for about \$5,000.00. They purchased two gear dryers, one for Station 2 and one for Station 3.

The ladder truck was returned to the fire department and back in service after undergoing repairs. It was all warranty work, and he said that they were not going to be told what was wrong with it. The department hasn't had any issues with it since its return.

Chief Price asked the Trustees to approve the purchase of two interconnected safe lockers for drugs, etc., in the amount of \$9059.46 for Station 1. Trustee Leith moved to approve the purchase of two safe lockers, Trustee Slater seconded the motion. The motion passed with 3 yes votes.

Zoning – Mike Berry; For January 2026, 12 permits issued, 1 home, 1 addition, 2 accessory building, 1 shed, 2 fences, 1 pool, 4 variances, 3 were cancelled prior to the hearings. He did 12 lot splits, sent 22 letters, 2 of which were violations, 2 citations and 53 phone calls returned. 4187 North Bank Road (short-term rental violation) has been turned over to the Fairfield County Prosecutor's Office, and he

hasn't heard anything. 3537 Sellers Drive is a new short-term rental that popped up and he has notified them. Mike is still assisting Berne township and Thurston on zoning. Mike further reported to the Trustees regarding Cirba Solutions, a company located at 204 and 37 behind Weidner's Corner. It is the largest Lithium-ion battery recycling plant in North America. They have approximately 30 shipping containers located on the property. They are currently zoned B3 and need to be I2. Further, they did not obtain a permit for the fence that surrounds the property. Mike asked regional planning for the commercial business permit, and they didn't have anything on it. Mike said he will send a letter to the prosecutor's office and regional planning.

Mike informed the Trustees regarding Jim Scott, alternate on the Zoning Commission. Jim entered into hospice care and Mike will be searching for a new alternate.

Parks and Roads Supervisor – Nate Wagner – Nate reported that he attended a 6 ½ hour course on NRPA about playground maintenance. He said the fence is ready to be installed on the Fairfield Beach playground grant project. Last July's flooding took out a culvert Werner Rd. At that time, the trustees signed a letter for Nate to request FEMA funds and the township received 75% of the cost back to the township. He was checking in to pricing for the purchase of two plow trucks. He said he looked heavily into the prices at the ATA convention and when he receives the quotes, he will them to the trustees for review.

He further stated that mowing season will be here soon and presented the Trustees with quotes for new mowers. Trustee Leith moved to approve for Nate to purchase new mowers, Trustee Slater seconded the motion. The motion carried with 3 yes votes.

Property Maintenance – Kelly Smith; Kelly was not present. She sent in her report.

OLD BUSINESS

Tammy Oliver updated the Trustees regarding North Walnut. She said they did not have the drawings on Phase II and still awaiting some additional easements. Nate stated that Eric McReady was preparing the packet and would be ready to move on it soon.

NEW BUSINESS

Discussion and approval of Resolution 09-2026 in the Matter of Adoption of an Indigent Burial Policy. Trustee Leith moved to accept the Resolution, Trustee Slater seconded the motion. Motion carried with 3 yes votes.

DATE: February 18, 2026

RESOLUTION 09-2026

IN THE MATTER OF THE ADOPTION OF AN INDIGENT BURIAL POLICY PURSUANT TO R.C. § 9.15

The Board of Trustees of Walnut Township, Fairfield County, Ohio met in regular open session on February 18, 2026 at 7:00 PM with the following members present:

William Yates, Doug Leith, and Robert Stater II.

Doug Leith moved the adoption of the following Resolution 09-2026:

PREAMBLE

WHEREAS; the Board of Trustees of Walnut Township, Fairfield County, Ohio ("Board") has a need to adopt an indigent burial policy to comply with its obligations under R.C. § 9.15; and
WHEREAS; R.C. § 9.15 mandates that a township must bury or cremate a body at the township's expense when the body is unclaimed or is claimed by an indigent person; and,
WHEREAS; "indigent person" means a person whose income does not exceed one hundred fifty per cent of the federal poverty line, as revised annually by the United States department of health and human services; and

WHEREAS; R.C. § 9.15 only obligates the township to provide for burial if the deceased maintained a legal residence in the unincorporated area of Walnut Township, Fairfield County, Ohio at the time of death; and,

Resolution 11-2026 To enter into a Lease-Purchase Agreement between Walnut Township Trustees and Millersport Volunteer Fire Company, Inc. for Station 632

This lease is made and executed in duplicate this 18th day of February 2026, by and between the Millersport Volunteer Fire Company, Inc., a nonprofit corporation located in the County of Fairfield, State of Ohio, (Lessor-Seller), and Walnut Township Board of Trustees, a political subdivision located in Fairfield County, Ohio, (Lessee-Buyer).

RECITALS

WHEREAS, the Lessee-Buyer entered into an agreement with the Village of Millersport (VOM) on February 13, 2021 (“February 13th Agreement”) to provide fire and EMS services to the Village and assume control of the Millersport Fire Department, and;

WHEREAS, prior to the execution of the February 13, 2021 Agreement, VOM provided fire and EMS service through two stations: Station 630 (owned by the VOM) and Station 632, located at 5400 Fairfield Beach Rd. Thornville, Ohio 43076, (owned by Lessor-Seller), and;

WHEREAS, the Lessee-Buyer has the authority to enter into a lease-purchase agreement for the purchase of buildings necessary to carry out fire suppression activities in the Township as provided under Ohio Revised Code 505.37(A), and;

WHEREAS, while the Lessee-Buyer took ownership of Station 631 through the February 13th Agreement, the Lessee-Buyer and Lessor-Seller are finalizing ownership of Station 632, and;

WHEREAS, the Lessor-Lessor-Seller is in the process of changing its name from “Millersport Volunteer Fire Company” to “Walnut Fire Association” and the Lessor-Lessor-Seller wants to complete its name change with the Internal Revenue Service (IRS) before deeding the property to Lessee-Lessee-Buyer, and;

WHEREAS, the parties desire to enter into a lease-purchase agreement to memorialize the terms with the transfer of Station 632 to the Lessee-Buyer, while Lessor-Seller finalizes its name change;

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto intending to be legally bound, covenant and agree as follows:

1. **PROPERTY**: Approximately 0.2296 ± acres of land located in Walnut Township, Fairfield County, Ohio, with an address of 5400 Fairfield Beach Road, Thornville, Ohio 43076, and identified as PPN 0461033400, and more particularly described in Exhibit A.

2. **LEASE TERM AND PURCHASE TERMS**

a. Lease: Lessee-Buyer shall lease the Property from Lessor-Seller for an initial

- two (2) year term. The parties further agree that the lease term shall automatically renew for subsequent one (1) year terms unless the parties complete the purchase option as outlined in Section 2(b) or terminate as provided by Section 15.
- b. Purchase: The Lessor-Seller shall convey the Property to the Lessee-Buyer upon the finalization of Lessor-Seller's name change to "Walnut Fire Association" with all applicable governmental and corporate entities, including but not limited to, the State of Ohio, the Internal Revenue Service, and financial institutions that hold banking accounts of the Lessor-Seller.
 - c. Transfer of bank accounts related to Station 632: The Lessor-Seller agrees to transfer all funds, accounts, and financial instruments held for the operation of the Property to Lessee-Buyer prior to deeding the Property to Lessee-Buyer.
 - d. The parties agree that if Lessor-Seller completes the transfer of ownership of Station 632 to Lessee-Buyer prior to the stated end of this Lease term that this Lease shall terminate as a matter of law as of the date of execution of a valid deed from Lessor-Seller to Lessee-Buyer for Station 632.

3. CONSIDERATION

Lessee-Buyer shall tender \$2.00 for the initial lease term to Lessor Seller upon execution of the Agreement. After the initial lease term has concluded, Lessee-Buyer shall pay rent in the amount of \$1.00 per year, which will be due annually on or about January 1st for each year that Section 2(a) is in effect. Lessee-Buyer's rent obligation shall cease once the conveyance of Station 632 is finalized as outlined in Sections 2(b) and 2(c).

4. RIGHT OF FIRST REFUSAL

If the transfer of Station 632 to Lessee-Buyer does not occur for any reason and Lessor-Seller retains ownership of Station 632, the Lessee-Buyer shall **retain a right of first refusal** if Lessor-Seller decides by a majority vote to sell, donate, bequeath, or otherwise dispose of Station 632, and its related property. Lessor-Seller must notify Lessee-Buyer of its intent to dispose of the Property and give Lessee-Buyer the option of purchasing the Property for \$1.00. If Lessee-Buyer fails to respond within sixty days (60) of the date of the notice or declines to exercise its option of right of first refusal, Lessee-Buyer's option of right of first refusal is deemed waived and Lessor-Seller can proceed with disposing of the Property in its discretion.

If the transfer of Station 632 to Lessee-Buyer does occur, the Lessor-Seller shall **retain a right of first refusal** if Lessee-Buyer decides to sell, donate, bequeath, or otherwise dispose of Station 632, and its related property. Lessee-Buyer shall notify the Lessor-Seller, through its statutory agent or designated corporate officer, of its intent to dispose of the Property and give Lessor-Seller the option of purchasing the Property for \$1.00. If Lessor-Seller fails to respond within sixty days (60) of the date of the notice or declines to exercise its option of right of first refusal, Lessor-Seller's option of right of first refusal is deemed waived and Lessee-Buyer can proceed with disposing of the Property in its discretion.

5. USE OF PREMISES, GENERALLY

The premises shall be used by the Lessee-Buyer as a fire station and for the primary purpose of fire suppression activities. Lessee-Buyer agrees to restrict the use of Station 632 to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessor-Seller, or the Lessor-Seller's authorized agent while Lessor-Seller owns the premises.

6. NO WASTE. NUISANCE. OR UNLAWFUL USE

Lessee-Buyer shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises or use or allow the premises to be used for an unlawful purpose.

7. DELAYS IN DELIVERING POSSESSION

This Lease shall not be rendered void or voidable by Lessor-Seller's inability to deliver possession to Lessee-Buyer at the beginning of the lease term, nor shall such inability to deliver render Lessor-Seller liable to Lessee-Buyer for loss or damage suffered thereby.

8. UTILITIES

Lessee-Buyer shall put all utilities related to Station 632 in its name and shall pay for all utilities furnished to the premises for the term of this lease.

9. REPAIRS, MAINTENANCE AND CONSTRUCTION OF NEW IN WHOLE OR IN PART

Lessee-Buyer will maintain the cost of keeping the buildings in repair. Lessee-Buyer shall have the right to modify, construct new, and to work cooperatively in applying for any and all Federal, State, or local funding to build and or maintain both fire stations.

10. DELIVERY ACCEPTANCES AND SURRENDER OF PREMISES

Lessor-Seller represents that the premises are in fit condition for use. Lessee-Buyer agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee-Buyer agrees to surrender the premises to the Lessor-Seller at the end of the lease term, if applicable.

11. LESSOR-SELLER'S ENTRY FOR INSPECTION.

Lessor-Seller reserves the right to enter on the premises, with prior written notice, at reasonable times as approved by the Lessee-Buyer to inspect said property. The Lessee-Buyer shall have the complete care, custody and control of all leased property contemplated by this lease agreement and to that end shall have the right to deny access or otherwise file trespass or court injunction to anyone interfering with official business of the Walnut Township Fire Department or any employee of Walnut Township.

12. INSURANCE

Lessee-Buyer shall procure and maintain fire and building insurance during the

term of the Lease and any extension thereof at Lessee-Buyer's expense. Said insurance shall be of an amount necessary to cover the replacement value of said property.

13. LESSEE-BUYER'S ASSIGNMENT, SUBLEASE

Lessee-Buyer agrees not to assign or sublease the premises leased or any part thereof, or any right or privilege connected therewith or to allow any other person except Lessee-Buyer's agents and employees to occupy the premises or any part thereof, without first obtaining Lessor-Seller's written consent. Lessee-Buyer's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor-Sellers written consent.

14. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this lease or necessary to carry out its provisions shall be in writing, by regular mail, postage prepaid, addressed to such parties. The parties address for this purpose shall be as follows:

Lessor-Seller:

Millersport Volunteer Fire Co., Inc.
2435 Blacklick-Eastern Road NE
Millersport, Ohio 43046

Lessee-Buyer:

Walnut Township Trustees
11420 Millersport Road NE
Millersport. Ohio 43046

Copies to:

Fairfield County Prosecutors Office
239 W. Main Street #101
Lancaster, Ohio 43130

15. TERMINATION

Lessee-Buyer shall have the right to terminate this Agreement upon giving thirty (30) days' notice to Lessor-Seller of said termination. Notice shall be given by regular mail at the address set forth in Paragraph 14 of this agreement or via electronic communication to the Lessor-Seller's designee. Lessee-Buyer's obligation to pay rent shall cease on the effective date of termination as set forth herein or upon returning possession of the premises to Lessor-Seller whichever event occurs later.

If this Agreement is terminated under Section 15, Section 4 shall survive termination and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Signed in the presence of,

Millersport Volunteer Fire Company:

President

Walnut Township Board of Trustees:

Trustee

Trustee

Trustee

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Signed in the presence of,

Millersport Volunteer Fire Company:

President

Walnut Township Board of Trustees:

Trustee

Trustee

Discussion of boat dock packets and dock tags. Trustee Leith presented a cover letter with rules that were developed with the Leib's Island residents with an application. Trustee Leith is proposing the application along with the cover letter. He stated that nothing has changed and is asking them to approve the fees and asked the Trustees for approval to send the letter. Trustee Leith made a motion for approval to continue with the same rules and regulations as ODNR. Trustee Slater seconded the motion. Motion carried with 3 yes votes.

Trustee Leith presented photos of the docks at Leib's Island showing metal dock tags. Some of these are missing and some are no longer legible and he said there has been money collected for these docks. He asked for permission to replace the dock tags. Trustee Slater made a motion to approve the purchase of the tags. Trustee Yates seconded the motion. Motion carried with 3 yes votes.

Discussion on Ohio Property Tax Reform. Trustee Yates said the Governor has about 4 items and one would affect the township regarding the school tax. He is proposing to place a cap on the inside millage. Trustee Yates agreed that is a good way to cap it, but the biggest chunk for the township is the fire levy.

Tammy requested a special board meeting on February 26, 2026 at 10:00 a.m. Trustee Slater made a motion to approve the meeting. Trustee Leith seconded the motion. The motion carried with 3 yes votes.

Comments from the public: Nothing further.

Adjournment: At 8:59 p.m., February 18, 2026, Trustee Leith made a motion to adjourn. Trustee Slater seconded the motion. The motion carried with 3 yes votes.

Minutes Recorded By: Patricia McLoughlin

William R. Yates, Chairman Robert Slater, II Vice-Chairman Doug Leith

Amy Amspaugh, Fiscal Officer