

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 28, 2026

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

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

1
RESOLUTION NO. 26-702

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 21, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on September 21, 2026; 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

Mr. Mitchell inquiring about accountability.

3
RESOLUTION NO. 26-703

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0925:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0925 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase				
P2602723		FYDA Freightliner	66211900-5328	\$19,109.18
P2601818		Path Master	10011303-5260	\$5,875.00
P2603563		Path Master	10011303-5260	\$2,350.00
P2603337		Pediatric Emergency	10011303-5305	\$1,418.00
P2600738		Interflex Reg Sewer	60211926-5370	\$200,000.00
P2603047		Advantage Family (JFS)	22511607-5350	\$ 20,000.00
P2601171		Various (JFS programs)	22411605-5328	\$30.00
P2603046		Village Network JFS Resident	22511607-5350	\$53,000.00
P2600661		City of Delaware	10011105-5338	\$6,500.00
P2600577		AEP	10011105-5338	\$50,000.00
PR				
Number	Vendor Name	Line Desc	Line Account	Line Amount
R2604574	Health Department	Insurance Claim Refunds	10011303-5319	\$5,800.00
	Treasurer, Delaware	Retainage - Powell Rd And Walker		
R2604581	County	Wood Blvd Sewer	66611900-5415	\$11,155.50
R2604584	Apgn Inc	Neuros Filter Replacements	66211900-5201	\$6,693.50
	Farmers Equipment	Kubota Utility Vehicle - V Series		
R2604585	Inc	Rtvx2c-Sklh-1	66211900-5450	\$28,715.22
		4 Imet Modules For Maxtown Pump		
R2604591	Imet Corporation	Station	66211900-5450	\$31,500.00
	Robertson			
	Construction	Willis Building Renovation - Change		
R2604593	Services LLC	Order 7	42011438-5410	\$89,364.00
	Buckeye Valley	Land Purchase Parcel 518-130-01-		
R2604604	School District	031-001	10011102-5401	\$390,000.00
R2604608	Ditch Maintenance	Franklin North #2603 Start Up Fees	40311514-5328	\$7,342.69
R2604609	Ditch Maintenance	Franklin South #2604 Start Up Fees	40311515-5328	\$21,642.64

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENTS FOR THE PETITIONER, DAVID W. FISHER AND MONICA J. FUSTER, REQUESTING ANNEXATION OF 152.254 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

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

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

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

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

Grant Amount:	\$1,260,545.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$1,260,545.00

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Delaware County Sheriff's Office shall be the grant contact for purposes of the Grant.

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

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7
RESOLUTION NO. 26-707

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN FY2027:

It was moved by Mrs. Lewis, and seconded by Mr. Merrell, to approve the following:

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend the memorandum of understanding between the Delaware County Sheriff’s Office and the Delaware County Board of Commissioners and the Delaware-Morrow Mental Health & Recovery Services Board;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners approves the following memorandum of understanding between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners and the Delaware-Morrow Mental Health & Recovery Services Board, for a Mental Health Clinician FY2027:

Memorandum of Understanding
Between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, For a Mental Health Clinician FY2027

This Memorandum of Understanding ("MOU") is entered into between the Delaware- Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

Whereas, the parties have entered into a Memorandum of Understanding for each fiscal year of the Board since March 10, 2014 for the securing and funding of a position for a full-time mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail; and,

Whereas, the Board considers the services provided by this professional to continue being essential to the needs of the Sheriff and the Delaware County Jail population; and,

Whereas, the parties desire to execute this MOU for another, subsequent term of one (1) year during the Board's FY2027 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

1. *Memorandum Term.* This MOU shall be effective commensurate with the Board's FY2027, for a period of one (1) year commencing on July 1, 2026, and continuing to June 30, 2027. Attached hereto as Exhibit "A" and incorporated herein is a copy of the original Memorandum of Understanding, effective March 10, 2014, including the Proposal for a Mental Health Clinician for Delaware County Jail. Exhibit "A" sets forth the overall structure of this collaborative arrangement and services to be provided by the mental health professional position.

2. *Financial Contributions.* The Board is responsible for making payment to Southeast Healthcare, Inc in the amount of up to \$90,000, to cover the professional and administrative costs for the mental health professional position to be staffed by Southeast Healthcare, Inc during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of up to \$18,000. Attached hereto as Exhibit "B" and incorporated herein is the Budget and Proposal for the mental health professional position for FY2027.

2. *Obligations of the Parties.* The parties agree to continue to provide the support and services as set forth in Exhibits "A" and "B" and such other services as they mutually agree will enhance the provision of mental health services at the Delaware County Jail.

3. *All Other Terms Remain in Effect.* Except as modified herein, all terms and conditions of the attached Exhibits "A" and "B" shall remain in full force during the period of this MOU.

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

8
RESOLUTION NO. 26-708

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation

From:	To:	
10031303-5225	10031303-5450	\$6,500.00
Sheriff Jail	Sheriff Jail	

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Personal Protective Equipment Machinery & Equip (>\$5,000)

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

9
RESOLUTION NO. 26-709

IN THE MATTER OF AWARDING THE BID TO AND APPROVING THE CONTRACT WITH
GENERAL TEMPERATURE CONTROL, INC., FOR ITB #26-02 JAIL BOILER REPLACEMENT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) received bids in response to ITB #26-02 Jail Boiler Replacement on September 10, 2026; and

WHEREAS, after reviewing the bids received, the Director of Facilities recommends that the bid submitted by General Temperature Control, Inc. is the lowest and best bid for ITB #26-02 Jail Boiler Replacement and recommends awarding the bid to and approving the contract with General Temperature Control, Inc.;

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

Section 1. The Board hereby accepts the recommendations of the Director of Facilities and hereby determines that the bid submitted by General Temperature Control, Inc, for ITB #26-02 Jail Boiler Replacement for Delaware County is the lowest and best bid and awards the bid to General Temperature Control, Inc.

Section 2. The Board hereby approves the following contract with General Temperature Control, Inc:

SERVICES AGREEMENT

This Agreement is made and entered into September 28, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and General Temperature Control, Inc., 970 W. Walnut Street, Canal Winchester Ohio 43110 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will furnish and install a new boiler for the Delaware County Jail (the “Services”).
- 1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
ITB #26-02 Jail Boiler Replacement bid documents and electronic bid forms.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Bid Documents and Contractor’s Bid noted in Section 1.2.
- 4.2 Total compensation under this Agreement shall not exceed \$87,000.00 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the scope of Services.

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5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Bid Documents.
- 5.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Project Manager and shall complete the Services promptly, diligently, and in a workmanlike manner in accordance with the Bid Documents.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8 INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current

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County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

- 10.2 **Independent Contractor:** The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 **Severability:** If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 **Findings for Recovery:** Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 **Authority to Sign:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 **County Policies:** The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 10.10 **Drug-Free Workplace:** The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

10
RESOLUTION NO. 26-710

IN THE MATTER OF APPROVING CHANGE ORDER #7 TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ROBERTSON CONSTRUCTION SERVICES, LLC FOR THE PROJECT KNOWN AS RENOVATIONS FOR DELAWARE COUNTY WILLIS BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of change order #7 to the contract between the Delaware County Board of Commissioners and Robertson Construction Services, LLC for the project known as Renovations for Delaware County Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change order #7 to the contract between the Delaware County Board of Commissioners and Robertson Construction Services, LLC for the project known as Renovations for Delaware County Willis Building, as follows:

Change Order Number: <u>7</u>	Date: <u>9/22/2026</u>
Project: <u>Renovations for Delaware County Willis Building</u> <u>2079 US Highway 23 North</u> <u>Delaware, Ohio 43015</u>	Owner: <u>Delaware County Commissioners</u> <u>91 N Sandusky St</u> <u>Delaware OH, 43015</u>
Contractor: <u>Robertson Construction Services, LLC</u> <u>1801 Thornwood Drive</u> <u>Heath, Ohio 43056</u>	Bid Package: <u>General Contractor</u> Project Number: <u>25-107</u>

Description of Change Request:
COR 028 – ADD Cement Stabilization - to provide parking lot subgrade remediationthe request to provide parking lot subgrade remediation due to weather conditions- \$89,364.00

A. Original Contract Amount:	\$	6,607,400.00
B. Total Cost of This Change Order	\$	89,364.00
C. Amount of Changes Previously Issued	\$	133,979.00
D. Revised Contract Amount (a+b+c)	\$	6,830,743.00
Schedule Impact: <u>No</u>	Contract Days Changed: <u>0</u>	

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

11
RESOLUTION NO. 26-711

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR PLUMB CREEK SECTION 1 AND 2:

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

WHEREAS, the roadway construction has been completed for the projects known as Plumb Creek Section 1 and 2 (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 Agreement, the maintenance bond be set at ten percent (10%) of the original construction estimate for the Project and that the Project be

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placed on the required one- year maintenance period; and

WHEREAS, Romanelli & Hughes Building Company (the “Owner”) has provided a maintenance bond in the amount of \$207,600.00 for Section 1 and \$125,200.00 for Section 2 to secure the Owner’s obligations during the one-year maintenance period;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bonds in the amount of \$207,600.00 for Section 1 and \$125,200.00 for Section 2 and places the Projects on the required one-year maintenance period.

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

12
RESOLUTION NO. 26-712

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following work permits:

WHEREAS, the requests below 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
UT2026-0261	SUBURBAN	SENEN HILLS OF BERLIN	GAS LINE
UT2026-0262	SUBURBAN	COURTYARDS AT BIG WALNUT	GAS LINE
UT2026-0263	CINCINNATI BELL	VARIES	FIBER OPTIC
UT2026-0264	CINCINNATI BELL	TUSSIC STREET RD	FIBER OPTIC
UT2026-0265	CINCINNATI BELL	STEITZ RD AND HOME RD	FIBER OPTIC

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

13
RESOLUTION NO. 26-713

IN THE MATTER OF APPROVING A SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT WITH ATS AUTOMATION USA HOLDINGS 6, INC., AND ITS SUCCESSORS, RELATED TO THE CREEKSIDE BUSINESS PARK COMMUNITY REINVESTMENT AREA AGREEMENT:

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

WHEREAS, on September 25, 2017, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC, to confirm that the owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, on July 11, 2019, the Board adopted Resolution No. 19-661, approving an assignment and assumption agreement with ATS Automation USA Holdings 6, Inc., by which Highdev II assigned, and ATS Automation USA Holdings 6, Inc., assumed, the benefits and obligations of the CRA Agreement; and

WHEREAS, ATS Automation USA Holdings 6, Inc., has transferred or intends to transfer a portion of the Creekside Development to certain successors; and

WHEREAS, the successors wish to obtain the benefits of the Community Reinvestment Area Agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Second Assignment and Assumption agreement:

SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT

This SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and among the County of Delaware (the “County”), a political subdivision of the State of Ohio; ATS Automation USA Holdings 6, Inc., an Ohio corporation (the “Property Owner”); Green Meadow D&C DE LLC, a Delaware limited liability company (“Green Meadow D&C”); and Green

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Meadow Partners DE, a Delaware limited liability company (“Green Meadow Partners”), each as tenants in common (collectively the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings assigned in the First Assignment and Assumption Agreement between the Property Owner and the County, dated July 12, 2019 (the “First Assignment and Assumption Agreement”), and the Community Reinvestment Area Agreement between HIGHDEV II, LLC, an Ohio limited liability company (“Highdev II”), and the County, made effective December 28, 2017 (the “CRA Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to Resolution No. 17-997 adopted on September 25, 2017, Highdev II and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed-use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, following the Property Owner’s succession to the interest of the Project Site and pursuant to Resolution No. 19-661 adopted on July 11, 2019, Highdev II assigned, and the Property Owner assumed, the benefits and obligations of the CRA Agreement, as memorialized in the First Assignment and Assumption Agreement dated July 12, 2019, a copy of which is attached hereto as Exhibit B; and

WHEREAS, by virtue of that certain limited warranty deed dated as of September 25, 2026 (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit C, the Successor, each as tenants in common, has succeeded on September 25, 2026 (the “Transfer Date”) to the interest of the Property Owner (or a successor to the Property Owner) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Provision of Information”), Section 7 (“Payment of Non-Exempt Taxes”), Section 10 (“Certification as to No Delinquent Taxes”), Section 13 (“Non-Discriminatory Hiring”), Section 18 (“Validity”), Section 21 (“R.C. Section 9.66 Covenants”), Section 22 (“Annual Fee”), and Section 23 (“Notice of Vacancy”).

2. The County acknowledges that, through the Transfer Date that, the CRA Agreement is in full force and effect. The County further acknowledges that (a) it is aware that the building located at 7103 Green Meadows Drive, Lewis Center, Ohio is currently vacant and that, as of the date of this Agreement, such vacancy does not constitute a default under the CRA Agreement or a discontinuation of operations under R.C. 3735.671(C), and that no default exists under the CRA Agreement arising from such vacancy or any other fact known to the County. Effective as of the Transfer Date, (b) there are no existing defaults under the CRA Agreement, (c) the Property Owner shall be released from liability for any defaults occurring after the Transfer Date with respect to the Transferred Property, and (d) the Successor shall not be responsible for any obligations or defaults arising under the CRA Agreement that relate to periods prior to the Transfer Date with respect to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(C), (i) the

- CA Davies – No reports
- Deputy Administrator and Counsel Hochstetler – No reports
- Deputy Administrator Huston – No reports

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 28, 2026

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COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner Lewis – No reports
- Commissioner Merrell
 - Long week with attending fair events and meetings
- Commissioner Benton
 - Little Brown Jug was Thursday
 - Well attended
 - Good Race
 - Tents and sponsors were well set up and attended
 - Wall of Fame for Governor DeWine
 - Commissioner Merrell presented The Little Brown Jug 2026 Joseph Neville Memorial Award Winner
 - former driver and trainer, James Kent “Chip” Hastings
 - Bed Tax Monies
 - This funding has been used to fix/improve the fairgrounds
 - Jr. Fair Livestock Sales went very well
 - Over 1000 youth participated in 4-H this year
 - Veterans Dinner was Friday evening
 - Very well attended

16

RESOLUTION NO. 26-714

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, FOR PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

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

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

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

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment, employment compensation of a public employee or public official and to consider the purchase of property for public purposes, for pending or imminent litigation and for collective bargaining.

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

17

RESOLUTION NO. 26-715

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

The meeting is recessed from 10:30am until 1:30pm.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 28, 2026

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RESOLUTION NO. 26-716

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, 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

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 appointment, employment compensation of a public employee or public official and to consider the purchase of property for public purposes, and for collective bargaining.

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

19
RESOLUTION NO. 26-717

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners