COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 1, 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. 26-720

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 28, 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 28, 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 is inquiring about accountability

Mr. Pulliam is inquiring about taxes, levies, and property evaluations.

3
RESOLUTION NO. 26-721

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0930, AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0930:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0930, *memo transfers in batch numbers MTAPR0930,* and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
P2601603	Polydyne	66211900-5290	$50,000.00
P2601586	Prime Construction	66611900-5410	$50,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2604643	Interaction Insight Corp	IIC Eve Maint 12-1-26 – 11-30-27	21711326-5325	$15,975.00
R2604644	Xybix Systems Inc.	911 Console Maintenance 10-23-26 – 10-22-27	21711326-5325	$13,579.00

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

4
RESOLUTION NO. 26-722

IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR RESIDENTIAL AND NON-RESIDENTIAL INSPECTIONS AND PLAN REVIEW SERVICES AND AWARDING THE CONTRACT TO SAFEBUILT OHIO, LLC:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") requested competitive sealed proposals from qualified offerors for residential and non-residential inspection services, plan review services and building official services, pursuant to section 307.862 of the Revised Code; and

WHEREAS, the Board received one (1) proposal, which was submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, the evaluation team has completed its evaluation and ranking of the responsive proposal and recommends awarding a contract to SAFEbuilt Ohio, LLC, as the proposal most advantageous to Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the ranking of the proposal submitted, awards the contract to SAFEbuilt Ohio, LLC, and approves the following contract:

PROFESSIONAL SERVICES
AGREEMENT BETWEEN
DELAWARE COUNTY, OHIO AND
SAFEbuilt OHIO, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County") and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). County and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, County is seeking a consultant to perform the services listed in Exhibit A – List of Services,
("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. SCOPE OF SERVICES
Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of County, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to County. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.
Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that County requires that Consultant utilize hardware or software specified by or provided by County, County shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and County, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES
Any changes to Services between County and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE
In consideration of Consultant providing services, County shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services. Fee Schedule shall be effective the 1st (first) day of the month following full execution of Agreement.

4. INVOICE & PAYMENT STRUCTURE
Consultant will invoice County, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. County may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested County will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice
shall be due within 30 days of Consultants invoice date, if additional information is requested, County will submit payment within thirty (30) days of resolution of the dispute.

5. TERM
This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The term of this Agreement shall be twelve (12) months.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.
All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by County. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, County may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE
Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. COUNTY OBLIGATIONS
County shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). County has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS
Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR
Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant hereby certifies that it has five or more employees and that, for purposes of this Agreement, none of the employees are public employees pursuant to Chapter 145 of the Ohio Revised Code.
Consultant and County agree that Consultant will provide similar service to other clients while under contract with County and County acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for County. County may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to County, including attendance at meetings, and Consultant's employees are not subject to the direction and control of County. Except where required by County to use County information technology equipment or when requested to perform the services from office space provided by the County, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a County email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between County and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as County would be in the event that the services provided by Consultant were being provided by County. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT
Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to County, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to County. Consultant may subcontract any or all of the services to its Affiliates without notice to County. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be

subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION
To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with County law, ordinances, rules, regulations, resolution, executive orders or other instructions received from County.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY
except only as may be expressly set forth herein, consultant expressly disclaims any and all warranties of any kind, whether express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose, error-free operation, performance, accuracy, or non-infringement. in no event shall consultant or county be liable to one another for indirect, incidental, consequential, reliance, exemplary, or special damages including without limitation, damages for lost profits, lost revenues, lost data or other information, or lost business opportunity, regardless of the form of action, whether in contract, indemnity, negligence, warranty, strict liability, or tort, even if advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remaining remedy other than with respect to payment of obligations for services. except with respect to payment obligations, in no event shall the liability of county or consultant under this agreement from any cause of action whatsoever (regardless of the form of action, whether in contract, tort or under any other legal theory, and whether arising by negligence, intentional conduct, or otherwise) exceed the greater of the amount of fees paid to consultant pursuant to this agreement or the available limits of consultant's insurance required pursuant to section 14, below (such limits define county maximum liability to the same extent as if county had been obligated to purchase the policies). notwithstanding the foregoing, the limitation of liability set forth herein shall be subject to section 307.901 of the revised code.

14. INSURANCE
    A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
    B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
    C. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and consultants as additional insureds.
    D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.
    E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.
    F. County shall be named as an additional insured on Consultant's commercial general liability and automobile liability insurance coverage.
    G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to County.

15. THIRD PARTY RELIANCE
This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, County shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of County. As between County and Consultant, all work product and deliverables shall become the exclusive property of County when Consultant has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of County's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, County Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to County will be exported into a CSV file and become property of County. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, County and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of County.

17. CONSULTANT ACCESS TO RECORDS
Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, County will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY
Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of County without the prior written consent of County or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL
Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform County of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to County when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE
Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS
Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to verify immigration status to confirm employment eligibility, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF EMPLOYEES

During the term of this Agreement and for one year thereafter, County shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to County pursuant to this Agreement ("Service Providers"), or who interacted with County in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

23. NOTICES
Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to County:	If to Consultant:
Duane Matlack, CBO Delaware County Dept. of Building Safety 1610 State Route 521 Po Box 8006 Delaware, OH 43015 Email: dmatlack@co.delaware.oh.us	SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537

24. FORCE MAJEURE
Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION
In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES
In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE
The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST
Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust as provided under County's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE
The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Ohio, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state courts of Delaware County, Ohio, and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS
This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, electronic or scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS
Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the

admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT
This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

5

RESOLUTION NO. 26-723

IN THE MATTER OF APPROVING GROUP LIFE INSURANCE AND VOLUNTARY BENEFITS PLANS WITH VOYA INSURANCE, COLONIAL INSURANCE AND AMERIFLEX FOR ELIGIBLE COUNTY EMPLOYEES FOR THE 2027 BENEFITS PLAN YEAR:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to section 305.171 of the Revised Code, provided certain group insurance policies and other qualified benefits for county officers and employees; and

WHEREAS, the Board wishes to continue to provide group life insurance, voluntary supplemental insurance benefits, and flexible spending accounts in 2027; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group insurance policies and other qualified benefits; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to provide a group term life insurance and AD&D policy providing a one-time benefit amount equal to the full time employee's annual salary up to a maximum benefit amount of $125,000, through Voya Financial, which renewal also includes calendar year 2028 at a total annual cost of $76,718; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to offer eligible employees the ability to purchase additional portable and convertible voluntary plans for life insurance, short term disability (employee only), accident, critical illness, and a hospital confinement indemnity for themselves and eligible dependents, through Voya Financial; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to offer voluntary whole life insurance, cancer, critical illness, accident insurance, and short-term disability benefits through Colonial Insurance for eligible employees and their dependents; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to provide a Flexible Spending Account and a Dependent Care Account through Ameriflex for eligible employees, with contribution and rollover limits at the maximum amounts as confirmed by the Internal Revenue Service; and

WHEREAS, all group and voluntary plans are subject to eligibility requirements, policy limitations, and underwriting criteria as determined by each provider;

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

Section 1. The Board hereby approves continuing the group and voluntary insurance plans through Voya Financial and Colonial Insurance for calendar year 2027, approves continuing Flexible Spending Accounts and Dependent Care Accounts with Ameriflex for calendar year 2027.

Section 2. The Board hereby authorizes the County Administrator and the Deputy County Administrator / Director of Administrative Services to take all actions and cause execution of any necessary documents in furtherance of the approvals in this Resolution.

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

6
RESOLUTION NO. 26-724

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, 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, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, board member Franz Geiger has resigned, effective September 10, 2026, from a seat, the term for which expires December 31, 2027; and

WHEREAS, Joe St. John has expressed a desire to be appointed; 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 member to the Delaware County Finance Authority Board of Directors;

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

Section 1. The Board 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 the following member to the Delaware County Finance Authority Board of Directors for the term specified herein:

Appointee	**Term Ends**
Joe St. John	December 31, 2027

Section 3. The appointment approved herein shall take effect immediately upon the adoption of this Resolution.

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

7
RESOLUTION NO. 26-725

IN THE MATTER OF APPROVING A REAL ESTATE PURCHASE CONTRACT WITH THE BOARD OF EDUCATION OF THE BUCKEYE VALLEY LOCAL SCHOOL DISTRICT FOR REAL PROPERTY ON COUNTY HOME ROAD:

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

REAL ESTATE PURCHASE CONTRACT
(25.818 acres, County Home Road, Delaware County)

This Real Estate Purchase Contract (the "Contract") is by and between the BOARD OF EDUCATION OF THE BUCKEYE VALLEY LOCAL SCHOOL DISTRICT, a public school district and political subdivision of the State of Ohio (the "Seller"), and the BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO a political subdivision of the State of Ohio ("Buyer"), upon the terms and conditions set forth herein.

1. THE PROPERTY: Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth herein, all right, title, and interest of Seller in and to the real property consisting of 25.818 acres located on County Home Road and identified as Delaware County Auditor's Permanent Parcel Number 518-130-01-031-001; together with all improvements and fixtures presently located thereon, if any, and more particularly delineated on Exhibit A attached hereto and incorporated herein (collectively, the "Property").

2. PURCHASE PRICE: The purchase price to be paid by Buyer to Seller for the Property shall be Three Hundred Eighty-Seven Thousand Two Hundred Seventy and 00/100 Dollars ($387,270.00) (the "Purchase Price"), subject to credits and prorations as set forth in this Contract.

3. CONTINGENCIES: This Contract is subject to the following conditions:

(a) Seller's obligations under this Contract are expressly contingent upon Seller approving, by resolution, for Seller to enter into and close on this Contract.

(b) Buyer's obligations under this Contract are expressly contingent upon Buyer issuing the appropriate approvals and authorizations to enter into and close on this Contract.

4. DUE DILIGENCE/EVIDENCE OF TITLE: Buyer waives any investigations of the Property.

5. DEED: Upon Closing, Seller shall convey title to the Property to Buyer by a Quit-Claim Deed (the "Deed"). The conveyance of the Property shall be subject to: a) public alleys, rights-of-way, and legal highways; b) conditions, easements, restrictions, covenants, rights, and other matters of record; c) any conditions that would be disclosed by a survey of the Property; d) zoning ordinances and regulations; and e) any real estate taxes and assessments not yet due and payable.

6. CLOSING/CLOSING COSTS: The closing of this Contract (the "Closing") shall occur no later than fifteen (15) business days after the Effective Date, as defined in Section 15 of this Contract, unless Buyer and Seller mutually agree, in writing, to close on a different date. Seller shall be responsible for all documentary transfer taxes, conveyance fees for the Property, if any (although it is anticipated that the transfer will be exempt from a conveyance fee due to the Buyer and Seller's status as political subdivisions). Buyer shall pay all recording and closing costs with respect to the purchase and sale of the Property. Closing costs will exclude each party's respective attorney fees or broker fees, if any, for which each party is separately responsible. Buyer is to take possession immediately upon Closing.

7. TAXES AND ASSESSMENTS: The Property is exempt from real estate taxes and no assessments are levied against this Property. Therefore, there shall be no proration of real estate taxes and/or assessments at Closing.

8. CONDITION OF PROPERTY; AS IS: Buyer agrees and understands that Buyer's purchase of the Property is on an "AS IS, WHERE IS" basis, and Seller is making no warranties or representations whatsoever regarding the Property, including, without limitation, the zoning applicable thereto, the propriety of any proposed uses thereof, or the continuation of uses thereof, former or present, or the state of title or physical condition of the Property.

9. NOTICES: All notices to be given by either party will be in writing, addressed to the parties at the following addresses, and sent either by email, hand delivery, United State certified mail return receipt requested, postage prepaid or by a reputable overnight courier service:

Seller: Board of Education of the Buckeye Valley Local School District
Attention: Superintendent
679 Coover Rd.,
Delaware, OH 43015
Email: rstranges@mybvls.org

With a copy via email to: Bricker Graydon Wyatt LLP
Attention: Amy S. Bartemes
100 S. Third St.
Columbus, Ohio 43215
Email: abartemes@bricker.com

or such other address in Ohio as Seller may hereafter designate by written notice to Buyer. Any notice to be served on Buyer shall be addressed as follows:

Buyer: Board of Commissioners, Delaware County, Ohio
Attention: County Administrator
91 N. Sandusky St., First Floor
Delaware, OH 43015
Email: tdavies@co.delaware.oh.us

With a copy via Email to: Board of Commissioners, Delaware County, Ohio
Attention: Deputy County Administrator and General Counsel
91 N. Sandusky St., First Floor
Delaware, OH 43015
Email: ahochstettler@co.delaware.oh.us

or such other address in Ohio as Buyer may hereafter designate by written notice to Seller.

10. SUCCESSORS AND ASSIGNS: The terms of this Contract are not assignable. Any attempted assignment shall be void.

11. CONSTRUCTION OF CONTRACT: This Contract shall be construed and enforced in accordance with the laws of the State of Ohio, being the State where the Property is located and where this Contract has been drawn, executed, and is to be performed. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Time is of the essence in all provisions of this Contract. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Contract or any part hereof.

12. FURTHER ASSURANCES: The parties agree, as necessary from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Contract and to close the transaction described herein.

13. ENTIRE AGREEMENT: This Contract embodies the entire agreement between Seller and Buyer and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Contract by Buyer and Seller.

14. DUPLICATE ORIGINALS/ELECTRONIC DELIVERY: This Contract may be executed in duplicate counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Contract; provided, that, it shall only be necessary to produce one duplicate of such Contract for proof. Signatures on this Contract transmitted by facsimile or by scan/e-mail shall have the same effect as original signatures.

15. EFFECTIVE DATE: The "Effective Date" shall be the later of the two dates of when Buyer and Seller execute this Contract.

EXHIBIT A
PROPERTY



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

8
RESOLUTION NO. 26-726

IN THE MATTER OF AMENDING, BY SUBSTITUTION, RESOLUTION NO. 26-713, 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 Mr. Merrell, seconded by Mrs. Lewis, to approve the following:

WHEREAS, on September 28, 2026, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 26-713, approving an assignment and assumption agreement with ATS Automation USA Holdings 6, Inc., and its successors, related to the Creekside Business Park Community Reinvestment Area; and

WHEREAS, the agreement approved in Resolution No. 26-713 contains an incorrect date and has not been approved or executed by the other parties; and

WHEREAS, the Board wishes to amend Resolution No. 26-713 to provide for the approval and execution of a corrected agreement, when in its final form acceptable to all parties; and

WHEREAS, on September 25, 2017, 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 amends, by substitution, Resolution No. 26-713, and approves the Second Assignment and Assumption agreement, substantially in the form set forth herein, with any immaterial revisions the President of the Board deems necessary:

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 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 _____, 2026 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit C, the Successor, each as tenants in common, has succeeded on _____, 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 Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the three (3) years immediately prior to the date of this Agreement, and (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(C).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 20 thereof, addressed as follows:

If to Green Meadow D&C
c/o Douglas Capital Partners
29532 Southfield Road,
Suite 201
Southfield, Michigan
48076 Attn: Ben Israel
Email: ben@douglascapital.com

If to Green Meadow Partners
c/o Douglas Capital Partners
29532 Southfield Road, Suite 201
Southfield, Michigan
48076 Attn: Glenn Pavey
Email: glenn@douglascapital.com

With a copy to:
Taft, Stettinius & Hollister LLP
27777 Franklin Road, Suite
2500
Southfield, MI 48034-
8222 Attn: Mark D.
Rubenfire, Esq.
Email: mrubenfire@taftlaw.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of [_____, 2026].

[SIGNATURES]

[ACKNOWLEDGMENT OF PROPERTY OWNER]

EXHIBIT A
TO SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of First Assignment and Assumption Agreement

(attached hereto)

EXHIBIT C
TO SECOND ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

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

9
ADMINISTRATOR REPORTS

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

10
COMMISSIONERS' COMMITTEES REPORTS

- Commissioner Lewis
  - Attending the Delaware County Annual Foundation Banquet Tonight
    - Awards to be given to Joe Pemberton and Mark and Maria Pizzi
- Commissioner Merrell
  - Attended Ribbon Cutting with Commissioner Benton at the Boardman Arts Park yesterday
    - Roxanne Amidon is doing wonderful things with the Boardman Arts Park
  - Groundbreaking at Trailhead Crossing at 10:30 today
    - East side of Delaware for chipotle, Chic-fil-a and other establishments
  - Attending a meeting at Ohio Wesleyan tonight
- Commissioner Benton
  - No report

There being no further business, the meeting adjourned.

_____
Jeff Benton

_____
Barb Lewis

_____
Gary Merrell

_____
Jennifer Walraven, Clerk to the Commissioners