

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD APRIL 26, 2022

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

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

1
 RESOLUTION NO. 22-316

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 21, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 21, 2022; 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
 -None.

3
 RESOLUTION NO. 22-317

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0425 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0425:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0425, memo transfers in batch numbers MTAPR0425 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Genacross/Lutheran (P2201474)	Medical Related Services	22511607-5342	\$38,500.00

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

4
 RESOLUTION NO. 22-318

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM DELAWARE COUNTY AGRICULTURAL SOCIETY (DBA DELAWARE COUNTY FAIR) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D5 liquor license request for Delaware County Agricultural Society (DBA Delaware County Fair), located at 236 Pennsylvania Avenue, Delaware, OH 43015; and

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

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

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

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RESOLUTION NO. 22-319

IN THE MATTER OF A TREX LIQUOR LICENSE REQUEST FROM RTJ RESTAURANTS, LLC (DBA DONATOS) TO CENTER SQUARE COLUMBUS LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a TREX D1, D2 liquor license request From RTJ Restaurants, LLC (DBA Donatos), Located at 1263 Cameron Ave, Lewis Center, Oh 43035 to Center Square Columbus LLC, Located At 225 Neilston Street & Patio, Columbus, Ohio 43215; and

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

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

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

6

RESOLUTION NO. 22-320

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK OF APRIL 24, 2022 NATIONAL CRIME VICTIMS’ RIGHTS WEEK IN DELAWARE COUNTY:

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

WHEREAS, Delaware County continues its efforts to prevent and respond to crime at every level, and will never neglect to show fairness, dignity, and respect to survivors of crime, and will honor them during National Crime Victims’ Rights Week - April 24 through April 30, 2022; and

WHEREAS, Delaware County will observe National Crime Victims’ Rights Week from April 24 through April 30 by placing signs for each township on the lawn of the Delaware Historical Court House. This display will serve as a powerful reminder that victims are not alone and healing is possible. The Victim Services Coalition will partner with Mainstreet Delaware for a First Friday event on May 6th, 2022. We are excited to finally be back to an in-person Walk-A-Mile-In-Her-Shoes event. We will honor victims by walking a mile through downtown Delaware. The Walk-A-Mile event raises awareness about sexualized violence toward women;

NOW, THEREFORE, BE IT RESOLVED it is with great respect that the Delaware County Commissioners express their admiration for those survivors of crime who have turned personal tragedies into triumph. As a community, we understand that crime has an impact, and we vow to demonstrate compassion and offer support for those who need it most. To those who serve -- our volunteers, law enforcement officers, prosecutors, victim service providers, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to victims helps to lessen the trauma and assist in personal recoveries... we offer our deepest gratitude.

FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, The week of April 24 through 30, 2022, is declared National Crime Victims’ Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding, and compassion.

BE IT HEREBY RESOLVED, That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

7

RESOLUTION NO. 22-321

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES VEHICLE FLEET SHARED SERVICES BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND THE CENTRAL OHIO JOINT FIRE DISTRICT:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of an Intergovernmental Agreement for Emergency Medical Services Vehicle Fleet Shared Services by and

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between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and the Central Ohio Joint Fire District;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Intergovernmental Agreement for Emergency Medical Services Vehicle Fleet Shared Services by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and the Central Ohio Joint Fire District, as follows:

**INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES VEHICLE FLEET SHARED SERVICES**

This Intergovernmental Agreement for Emergency Medical Services Vehicle Fleet Shared Services (the "Agreement") is entered into on April 26, 2022 by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, 10 Court Street, Delaware, Ohio 43015 (the "County"), and the Central Ohio Joint Fire District, 5138 Columbus Road, Centerburg, Ohio 43011 (the "District"), referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties are in the process of reviewing operations, services and procedures within their respective organizations in an effort to identify areas where shared services may be appropriate; and

WHEREAS, the Parties, in discussing their respective emergency medical services vehicle fleet operations, have agreed in principle that situations may arise when it may be beneficial to utilize an emergency medical services vehicle ("Medic Unit") of another Party, either in emergency situations or due to short-term operational need; and

WHEREAS, pursuant to section 9.482 of the Ohio Revised Code, a political subdivision may enter into agreements with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render, subject to the approval of their respective legislative authorities; and

WHEREAS, the Parties acknowledge that, in the spirit of intergovernmental cooperation, the temporary sharing of a Medic Unit will result in cost savings and/or enhanced delivery of public services and benefit the public health, safety, convenience, and welfare;

NOW, THEREFORE, in consideration of the above, the Parties hereby agree as follows:

1. One Party to this Agreement may permit the other Party to use a designated Medic Unit for a fixed time period, not to exceed thirty (30) days, subject to the operational needs of the providing Party and the approval of the Parties' respective emergency medical services department chiefs. Both Parties recognize that this Agreement is non-exclusive and that a Party is under no obligation to provide a Medic Unit, or the Medic Unit of the other Party's choice, under this Agreement. In no way shall this Agreement be construed to require the sale or donation of equipment, materials, or supplies under the ownership and control of either Party of this Agreement. The borrowing Party shall be responsible for reimbursing for or replacing any fuel, materials, or supplies consumed during the use of the Medic Unit.
2. The Parties are political subdivisions and are entitled to all of the immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are acting under this Agreement.
3. Each Party agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other Party and the results thereof. Each Party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement. Notwithstanding anything to the contrary, a Party shall not be liable to another Party for any special, consequential, incidental, punitive, or indirect damages or attorney fees arising from or relating to this Agreement.
4. Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies. The borrowing Party shall only permit its employees with the requisite qualifications to drive a Medic Unit and shall provide evidence thereof, including driving history, to the providing Party prior to such employee being considered an authorized driver of the Medic Unit.
5. No covenant, obligation, or promise of the Parties contained in this Agreement shall be deemed to be a covenant, obligation, or promise of any present or future official, officer, or employee of the Parties in other than their official capacity and neither the official, officer, or employee of the Parties approving or executing this Agreement shall be liable personally by reason of the covenants, obligations, or promises contained in this Agreement.

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6. For employment relationship purposes, an employee of the County or the District shall be an employee of the entity for which that employee is ordinarily employed and by whom such employee is paid. Such employee shall not be entitled to any additional compensation or employment benefits from the other Party, and no claim of joint employer status or liability shall be made on account of or arising from any incident in which the employee may be involved.

7. The Parties agree that records pertaining to this Agreement are subject to Section 149.43 of the Ohio Revised Code (the "Public Records Law"), to the extent permitted or required by law. The Parties agree to cooperate with respect to any public record request and any request of an authorized representative of the Auditor of the State of Ohio in connection with audits and inspections of financial reports or conduct audits.

8. The Parties shall attempt to resolve any differences or disputes arising from this Agreement through voluntary, non-binding mediation prior to taking any formal legal action, by mutually selecting and sharing the cost of a qualified mediator. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

9. The effective date of this Agreement shall be the latest date signed below and shall be for a five-year period; provided, however, that either Party may terminate this Agreement upon 30 days' advance written notice to the other Party.

10. This Agreement may only be amended in writing signed by an authorized representative of each participating Party, and as authorized by their respective legislative authorities, if required.

11. Whenever notice is required in this Agreement, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to County: Jeff Fishel, Director
10 Court Street
Delaware, Ohio 43015

If to District: Mark Mccann, Fire Chief
5138 Columbus Road
Centerburg, Ohio 43011

or such other address as may be designated in writing by the Parties.

12. This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN WITNESS WHEREOF, the Parties, each by an authorized representative, have entered into this Intergovernmental

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

8
RESOLUTION NO. 22-322

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER'S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the county engineer and the engineer's assistants when on official business; and

WHEREAS, the County Engineer's Office has a need for a dump body and hydraulic system for use in performing the office's official duties; and

WHEREAS, the Board participates in the Ohio Department of Transportation's cooperative purchasing program (the "Program"), and the dump body and hydraulic system are available for purchase via the Program;

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

Section 1. The Board hereby authorizes the purchase of a FAE-6100 Ultra PCB SL Hydraulic System, at the price of \$23,130.00.

Section 2. The Board hereby authorizes the purchase of a Dump Body with accessories, at the price of \$98,250.00.

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Section 3. The purchase authorized in Section 1 hereof shall be subject to the ODOT Program Contract #835-22, which is fully incorporated herein and of which the purchase orders shall be made a part. The purchase authorized in Section 2 hereof shall be subject to the ODOT Program Contract #205-22, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 4. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

**9
RESOLUTION NO. 22-323**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE 2022 HSIP GUARDRAIL UPGRADE PROJECT:

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

Supplemental Appropriation		
29440455-5420	2022 HSIP Guardrail	200,000.00

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

**10
RESOLUTION NO. 22-324**

IN THE MATTER OF APPROVING A STAFFING AGREEMENT AND FIRST AMENDMENT TO STAFFING AGREEMENT WITH EXPRESS SERVICES, INC. (DBA EXPRESS EMPLOYMENT PROFESSIONALS) FOR A FRONT OFFICE RECEPTIONIST FOR THE DELAWARE COUNTY ENGINEER’S OFFICE:

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

WHEREAS, the County Engineer has a need for a front office receptionist and recommends approving a staffing agreement with Express Employment Professionals to provide the needed services on a temporary basis;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Staffing Agreement and First Amendment to Staffing Agreement:



Office Number and Location:

Staffing Agreement

This Staffing Agreement is made and entered into this 26th day of April, 2022, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address at (hereinafter referred to as “Express”, “We” and “Our”) and Delaware County, Ohio Board of Commissioners on behalf of the Delaware County, Ohio Engineer (hereinafter referred to as “Client” and “you”).

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers’ compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively “Loss” or “Losses”) resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you.

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- You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
 5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than **\$1,000,000 per occurrence.**
 6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
 7. You shall not allow Our associates to have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property.
 8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
 9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
 10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
 11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
 12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
 13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
 14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

FIRST AMENDMENT TO STAFFING AGREEMENT

This First Amendment to Staffing Agreement ("First Amendment") is entered into this 26th day of April, 2022 by and between the Delaware County, Ohio Board of Commissioners ("Board"), whose principal place of business is located at 91 N. Sandusky Street, Delaware, Ohio 43015 on behalf of the Delaware County, Ohio Engineer ("Engineer") whose principal place of business is 50 Channing Street, Delaware, Ohio 43015 (Board and Engineer collectively "County") and Express Services, Inc. (aka Express Employment Professionals)

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(“Express”), whose principal place of business is located at 1065 Bethel Road., Columbus, Ohio 43220 (individually “Party” and collectively “Parties”).

WHEREAS, the Parties entered into a Staffing Agreement dated [REDACTED] (“Agreement”); and,

WHEREAS, the Parties now desire to amend the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. AMENDMENTS: The Agreement terms and conditions are amended as follows:

A. Sec. 3 is deleted in its entirety, shall have no effect, and is replaced with the following:

“The County agrees to comply with all applicable laws regarding the collection, use, storage, or protection of private and/or biometric information of Express employees to which the County gains access and, except as otherwise required by law, the County agrees to protect and safeguard such information. The County also agrees to comply with all applicable federal, state, and local laws and regulations regarding sick leave, vacation, wage and hour, and meals and rest breaks.

Express pays associates promptly, based on information approved by the Engineer. Express will invoice the Engineer for the charges for its services, based on the timecard or other acceptable recording method as mutually agreed by the Parties. Invoices shall conform with all requirements of Sec. 2(D) of this First Amendment. The Engineer shall pay Proper Invoices (defined in Sec. 2(D)) in accordance with Sec. 2(D) of this First Amendment.”

B. Sec. 4 is deleted in its entirety, shall have no effect, and is replaced with the following:

“The Engineer is in need of and Express agrees to provide to the Engineer for the term of this Agreement one (1) receptionist. The receptionist shall at all times be and remain an employee of Express. At no time and for no reason shall the receptionist be or be interpreted to be an employee of the Engineer, Board, or County. The bill rates charged by Express for providing the receptionist shall be as follows:

Pay Rate (Rate Paid to Receptionist)	Bill Rate (Rate Billed to Engineer)
\$16.50	\$23.93 (45% mark-up over pay rate)

Upon prior written notice by Express to the Engineer, the above rates may change based on federal, state, or local laws that provide benefits to Express associates. The County shall have the right to terminate this Agreement without cost or penalty within 10 days of receipt of such notice.

The work location will be the Delaware County Engineer’s Office located at 50 Channing Street, Delaware, Ohio 43015. The work schedule will be every day Monday through Friday, except County holidays, 8:00 AM until 4:30 PM (7.5 hours per day), with a 1 hour lunch break. The Engineer shall provide to Express the job duties for the receptionist position.

At no additional cost to the County, Express shall handle the interviewing process for the receptionist position. Also at no additional cost to the County, Express shall conduct a criminal background check and drug screen of any candidate for the receptionist position. The Engineer shall provide Express the criteria for these tests. The criminal background check and drug screen shall be made available to the Engineer in advance of any interview of the candidate by the Engineer. The Engineer shall be the sole determiner of whether the criminal background check and/or drug screen are satisfactory.

The Engineer shall have the opportunity to interview any candidate before placement. Express will contact the Engineer for a good date for the interview. The Engineer shall be the sole determiner of whether the candidate is acceptable and should be placed in the receptionist position.”

C. Sec. 5. The following sentences shall be added to Sec. 5:

“Notwithstanding the foregoing, all insurance policy coverage amounts shall be no less than is required by applicable law. The County shall be named as an additional insured on all of the above policies of insurance. Prior to placement of any Express associate with the Engineer, Express shall provide certificates of insurance (Acord 25 Form or equivalent) to the Engineer showing all such policies and coverage amounts. The certificates of insurance shall list the County as an additional insured on commercial general liability policies.”

D. Sec. 8 is deleted in its entirety, shall have no effect, and is replaced with the following:

“During the assignment, the Express associate shall not operate any motor vehicle, forklift, or any other motorized mobile equipment.”

E. Sec. 9. The following sentence of Sec. 9 is deleted in its entirety and shall have no effect:

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“You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively “Loss” or “Losses”) that may be caused by breach of this agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.”

F. Sec. 11. The phrase “you agree to” in the second sentence is replaced in its entirety with the phrase “the Parties may mutually.”

2. ADDITIONS: The following terms and conditions are added to the Agreement:

A. Term: The term of this Agreement shall be effective on and be inclusive of the date the last Party signs this Agreement and continue through January 31, 2023 unless otherwise terminated as provided in this Agreement.

B. Renewal: Upon written agreement, this Agreement may be renewed for any length of time as agreed by the Parties (“Renewal Term”) subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

C. Maximum: The maximum amount payable pursuant to this Agreement is \$34,000. It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

D. Invoice: Invoices shall include all of the following (“Proper Invoice”):

- Clearly be headed with the word “Invoice.”
- Include a sequential invoice number.
- Be dated.
- List the proper name and address for Express.
- Include contact information for questions about the invoice.
- Include a due date (no less than 30 days after receipt by the Engineer).
- Be itemized and include:
 - Detail of all services provided;
 - Date or date range when services were provided;
 - Cost breakdown; and,
 - Total amount due.

Proper Invoices shall be accompanied by, including but not be limited to, time records and other documents that support the services provided and invoice.

The Engineer shall have no less than 30 days after receipt to pay a Proper Invoice. The date of the warrant issued in payment shall be considered the date payment is made. Payment shall be made only after a Proper Invoice is received and payment shall not be initiated by the Engineer before a Proper Invoice is received. Defective invoices shall be returned to Express noting areas for correction. When such notification of defect is sent, the required payment date shall be 30 days after receipt by the Engineer of the corrected invoice.

A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 60 days after the due date on a Proper Invoice.

E. Taxes: The County is a political subdivision and tax exempt and shall not be charged any tax. The County shall, upon request, provide Express proof of exemption.

F. Authority: The County is authorized by, including, but not limited to, R.C. § 325.17 to contract for and purchase the Services.

G. Indemnification: To the fullest extent of the law and without limitation, Express shall indemnify and hold free and harmless the Board, Engineer, Delaware County, Ohio, and all of their respective boards, officers, officials, directors, employees, associates, volunteers, agents, and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, damage to property, infringement, or occurrence related in any manner, in whole or in part, to Express or any of its boards, officers, officials, directors, employees, associates, volunteers, agents, and/or representatives intentional acts or negligence. Express agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Express shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. Express further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Express shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees.

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H. Independent Contractor: Express agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

Express assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

Express and/or officers, officials, directors, employees, associates, volunteers, agents, and/or representatives are not entitled to any benefits enjoyed by employees of the County.

I. Independent Contractor Acknowledgement/No Contribution to OPERS: The County is a public employer as defined in R.C. § 145.01(D). The County has classified Express as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Express and/or any of its board members, officers, officials, directors, employees, associates, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Express acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Express is an individual or has less than five (5) employees, Express, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached hereto as Exhibit A and incorporated herein by this reference. The County shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Express has five (5) or more employees, Express by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

 Signature Date

 Title

J. Findings for Recovery: Express, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

 Signature Date

 Title

K. Personal Property Taxes. Express, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

 Signature Date

 Title

L. Drug Free Environment: Express agrees to comply with all applicable local, state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. In the performance of this Agreement, Express shall make a good faith effort to ensure that all of its employees and associates engaged in performing the services and/or in filling the receptionist position will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

M. Competitive Bidding Not Required: This Agreement is not required to be competitively bid.

N. Subcontracting: Express may not subcontract any portion of this Agreement.

O. Assignment: This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the express written consent of both Parties.

P. County and Engineer Policy: Express shall be bound by, conform to, comply with, and abide by all current applicable County and Engineer policies and shall require any and all of its boards, board members, officers, officials, employees, directors, associates, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County or Engineer

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(collectively “Employees”) to comply with County Policy and shall be responsible for such compliance. Notwithstanding any other termination provision of this Agreement, the County may, in its sole discretion, immediately terminate this Agreement for failure of Express or any of its Employees or subcontractors to comply with County and Engineer policy. Copies of County and Engineer Policy are available upon request or County Policy is available online at:

<http://www.co.delaware.oh.us/index.php/policies>.

The County and Engineer reserve the authority to change, amend, replace, enact, repeal, and/or rescind County and/or Engineer Policy at any time and without notice.

- Q. Audits:** Express agrees to submit to any audit related to this Agreement and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority. Express agrees to reimburse the County the amount of any identified audit exception.
- R. Records Retention:** For a minimum of three (3) years after termination of this Agreement or any Renewal Term of this Agreement or as otherwise required by any applicable law, regulation, rule, or records retention schedule, whichever requires the longest retention period (“Retention Period”), Express shall retain and maintain all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement (collectively “Records”). If an audit, litigation, prosecution, or other action (collectively “Action”) is initiated during the term of this Agreement or any Renewal Term, Express shall retain and maintain the Records until the Action is concluded and all issues are resolved or the longest applicable Retention Period has expired, whichever is later.
- S. Access to Records:** At any time during regular business hours (M-F, 8:00AM -4:30PM) and with reasonable notice, Express shall make available to the County or its authorized representatives, at no cost and within a reasonable period of time, any and/or all Records. The County or its authorized representatives shall be permitted to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.
- T. Licenses:** Express certifies and warrants that it, its board members, officers, officials, employees, directors, associates, volunteers, representatives, and/or agents that will perform this Agreement have obtained and maintain current all approvals, licenses, including operator licenses, certifications, permits, and/or other qualifications or prerequisites (collectively “Licenses”) necessary to fully perform this Agreement and to conduct business in the state of Ohio. Express further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason. Proof of such Licenses shall be promptly provided to the County upon request.
- U. No Exclusivity:** Express shall not be an exclusive provider to the County. The County, in the County’s sole discretion, may utilize other contractors to provide or perform the same or similar products, work, or services.
- V. Termination:** This Agreement may be terminated as follows:

1. Termination for the Convenience:

The County may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to Express.

2. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that Express shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

If the Agreement is terminated pursuant to this Section, Express shall have no cause of action against the County except for a cause of action for non-payment for services rendered prior to the effective date of termination. In no event will the County be obligated to pay for any services not actually performed.

Upon termination, the Engineer may require any Express employee or associate to immediately leave Engineer and/or County premises.

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W. Waiver: The waiver of any provision of this Agreement or any occurrence of breach or default is not and should not be interpreted as a waiver of any other provision or future occurrences. Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

X. Warranty: Express hereby warrants that it and all of its officers, officials, directors, employees, associates, volunteers, agents, and/or representatives that have or will perform this Agreement are properly trained and/or licensed to perform the tasks they are required to perform under this Agreement.

Express also hereby warrants that the services it and all of its officers, officials, directors, employees, associates, volunteers, agents, and/or representatives provide pursuant to this Agreement are performed to the complete satisfaction of the Engineer and that if the Engineer is not completely satisfied, the Engineer may provide notice of its dissatisfaction to Express and Express will immediately remove and replace the officer, official, director, employee, associate, volunteer, agent, and/or representative with whom the Engineer is dissatisfied or the Engineer, in the Engineer's sole discretion, may immediately terminate this Agreement without cost or penalty.

Y. Anti-Discrimination: The Parties warrant and agrees as follows:

1. That in the hiring of employees for the performance of work under this Agreement, the Parties shall not, by reason of race, color, religion, sex, sexual orientation, transgender status, Vietnam-era veteran status, age, handicap, national origin, or ancestry, discriminate against any citizen of this state qualified to perform the work to which this Agreement relates; and,
2. That neither the Parties nor any person acting on their behalf shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race color, religion, sex, sexual orientation, transgender status, Vietnam-era veteran status, age, handicap, national origin, or ancestry; and,
3. The Parties shall comply with all federal, state, and/or local discrimination laws and shall not discriminate.

3. MISCELLANEOUS:

A. Additional Signature Page: The "Additional Signature Page" in its entirety is by this reference hereby incorporated into and made a part of the Order Form.

B. Drafting: This First Amendment shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

C. Headings: The headings in the Agreement and this First Amendment are included for purposes of convenience only and shall not affect the construction or interpretation of any of their provisions.

D. Severability: The provisions of the Agreement and this First Amendment are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

E. Governing Law and Venue: 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 and such courts shall be deemed to have jurisdiction and venue. The Parties hereby irrevocably consent to such applicable law, venue, and jurisdiction.

F. Force Majeure: The Parties shall be temporarily excused from performance under this Agreement and shall not be entitled to impose any penalty as a result of any delay in performance or interruption of payments caused by reason of war, insurrection, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strike, supplier and third party failure, lockouts, or labor difficulties automobile fuel shortage, weather, explosion, pandemic, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties ("*Force Majeure*"). Such excusal from performance or interruption of payments shall continue until such *Force Majeure* ceases to exist or the Agreement is terminated as provided herein. Any Party affected by a *Force Majeure* shall immediately provide written notice of such *Force Majeure* to the other Party and make every effort to expeditiously resolve the *Force Majeure* and resume performance.

G. Notices: All notices and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, or email, confirmation of delivery, to the following individuals at the following addresses and shall be effective when sent or transmitted:

County:

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Lee Bodnar
Administrator
Delaware County Engineer’s Office
50 Channing Street
Delaware, Ohio 43015

Email: lbodnar@co.delaware.oh.us

Express:

Blake Garner
Owner
Express Employment Professionals
1065 Bethel Road
Columbus, Ohio 43220

Email: Blake.Garner@ExpressPros.com

- H. Counterparts:** The Agreement and this First Amendment may be executed in counterparts.
- I. Signatures:** Any person executing the Agreement and/or this First Amendment in a representative capacity hereby warrants that he/she has authority to sign these documents or has been duly authorized by his/her principal to execute these documents on such principal’s behalf and is authorized to bind such principal.
- J. Conflicts:** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- K. Survival:** The following sections survive any termination of this Agreement:
 - 1. **Agreement (as amended by this First Amendment);** 3, 4, and 5(Insurance).
 - 2. **First Amendment (added by this First Amendment):** 2(C)(Maximum), 2(E) (Taxes), 2(G)(Indemnification), 2(H)(Independent Contractor), 2(I)(Independent Contractor Acknowledgement/No Contribution to OPERS), 2(Q)(Audits), 2(R)(Records Retention), 2(S)(Access to Records), and 3(K)(Survival).
- L. Other Terms Unchanged:** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- M. Entire Agreement:** This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

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

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RESOLUTION NO. 22-325

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO OWNER’S AGREEMENTS FOR PIATT PRESERVE EXTENSION SECTION 1 AND PIATT PRESERVE EXTENSION SECTION 2:

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

WHEREAS, the Engineer recommends approving Amendment No. 1 to the Owner’s Agreements for Piatt Preserve Extension Section 1 and Piatt Preserve Extension Section 2:

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment No. 1 to the Owner’s Agreements for Piatt Preserve Extension Section 1 and Piatt Preserve Extension Section 2, as follows:

Piatt Preserve Extension Amendment No. 1 Section 1:

**AMENDMENT NO. 1
OWNER’S AGREEMENT
Project Number 21092**

This Amendment No. 1 to the Owner’s Agreement dated November 22, 2021 for **Piatt Preserve Extension Sec 1**, is made and entered into this 26th day of April, 2022, by and between **D.R. Horton** (“Owner”) and the **Board of County Commissioners of Delaware County Ohio** (“County Commissioners”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Both Parties mutually agree to amend the Owner’s Agreement as follows:

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- A. The Owner elects to change the Option chosen for this project from Option 2 to Option 1.
- B. The Owner shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in accordance with Option 1 of the Owner’s Agreement.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Owner’s Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1.

Piatt Preserve Extension Amendment No. 1 Section 2:

**AMENDMENT NO. 1
OWNER’S AGREEMENT
Project Number 21093**

This Amendment No. 1 to the Owner’s Agreement dated November 22, 2021 for **Piatt Preserve Extension Sec 2**, is made and entered into this 26th day of April, 2022, by and between **D.R. Horton** (“Owner”) and the **Board of County Commissioners of Delaware County Ohio** (“County Commissioners”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Both Parties mutually agree to amend the Owner’s Agreement as follows:

- A. The Owner elects to change the Option chosen for this project from Option 2 to Option 1.
- B. The Owner shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in accordance with Option 1 of the Owner’s Agreement.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Owner’s Agreement not specifically amended herein shall remain in full force and effect.

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

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RESOLUTION NO. 22-326

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT22-0056	Thayer Power and Communications	Cheshire Road	Place aerial fiber cable
UT22-0057	Columbia Gas	Home Road	Install gas main
UT22-0058	Del-Co Water	Hartford Road	Road bore
UT22-0059	Del-Co Water	Hartford Road	Install waterline

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

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RESOLUTION NO. 22-327

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, AND ESTIMATE, AND SETTING THE BID DATE, FOR THE PROJECT KNOWN AS DEL-36-19.93, US 36 AND CARTER’S CORNER INTERSECTION IMPROVEMENT:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-36-19.93 US 36 and Carter’s Corner intersection (the “Improvement”), which includes the reconstruction of US 36, Domigan Road and Carter’s Corner Road to add left turn lanes and prepare for the installation of a

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future traffic signal at the intersection;

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

Section 1. The Board hereby approves the specifications and estimate for the project known as DEL-36-19.93, US 36 and Carter’s Corner Intersection Improvement.

Section 2. The Board hereby authorizes the County Engineer to advertise for and receive bids on behalf of the Board in accordance with the following:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, May 31, 2022, at which time they will be publicly received and read aloud, for the project known as:

DEL-36-19.93
US 36 and Carter’s Corner Intersection Improvement

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids.”

The Owner requires that all work associated with the project be completed before October 1, 2022. The estimated commencement of work date is June 13, 2022.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
May 6, 2022
May 13, 2022
May 20, 2022

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

Other business:

RESOLUTION NO. 22-328

IN THE MATTER OF APPROVING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ LETTER OF SUPPORT REGARDING THE OHIO WESLEYAN UNIVERSITY’S DELAWARE ENTREPRENEURIAL CENTER AT OWU (DEC OWU) COMMUNITY PROJECT FUNDING REQUEST:

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

April 26, 2022

The Honorable Troy Balderson
U.S. Representative – 12th District
250 E. Wilson Bridge Road, Suite 100
Worthington, OH 43085

RE: Letter of Support for Ohio Wesleyan University/DEC OWU Community Project Funding request

To The Honorable Troy Balderson:

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We, the Delaware County Commissioners, proudly submit this letter in support of Ohio Wesleyan University’s (OWU) growth goals for the Delaware Entrepreneurial Center at OWU (DEC OWU). As a founding partner in DEC OWU, we have witnessed substantial entrepreneurial activity at OWU and its impact in Delaware County.

In 2018, we invested in DEC OWU because we believed in the mission and vision of the center. We also knew first-hand about the undeniable need in our community members to have a dedicated place to grow and launch their businesses. This need has largely been fueled by Delaware County’s population growth, which continues to be the highest in Ohio. Entrepreneurs of all kinds have found their home at DEC OWU and we continue to be impressed by their activity and accomplishments. As a founding partner, we are very pleased with the results achieved to date.

This investment empowers Delaware to become a catalyst for a culture of entrepreneurship and sustainability while fostering future generations of global entrepreneurial leaders. High-growth start-ups, budding student entrepreneurs and CleanTech industry leaders will be motivated to locate in Delaware, bringing economic development, job creation, and national recognition to the area.

We enthusiastically support OWU’s entrepreneurial programs and their growth, and we urge your support as our representative in the U.S. Congress to help fund this important project in the 12th District.

Signed,

The Delaware County Board of Commissioners

_____	_____	_____
Jeff Benton	Barb Lewis	Gary Merrell
Vote on motion	Mr. Merrell	Aye Mrs. Lewis Aye Mr. Benton Aye

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

-Thank you to Ohio Wesleyan’s President, Rock Jones for the tour of campus on Friday.

Dawn Huston, Deputy Administrator

-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

-Wanted to say how well the State of the County went since he wasn’t here last Thursday.

-The Land Bank will meet this afternoon.

Commissioner Benton

-The Land Bank will meet this afternoon.

-Attended the Chamber’s Third Thursday lunch last week featuring ODOT District 6 updates.

-Will be attending the CEBCO Board retreat this Thursday and Friday.

Commissioner Lewis

-Asked Commissioner Merrell “Who the College Softball’s Wonderful Monster?” referencing an article in the Wall Street Journal.

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RESOLUTION NO. 22-329

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

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 of a public employee or public official.

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

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RESOLUTION NO. 22-330

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners