

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 16, 2024**

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

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

**1
RESOLUTION NO. 24-392**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 13, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 13, 2024; 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 Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-393**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0515, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0515:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0515, memo transfers in batch numbers MTAPR 0515 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2402210) New Mercy Outreach	Children's Services	22511607-5348	\$31,525.00

PR Number	Vendor Name	Line Description	Account	Amount
R2403167	KING BUSINESS INTERIORS	BYXBE CAMPUS FURNITURE	42011440 - 5410	\$ 41,381.80
R2403243	STATE INDUSTRIAL PRODUCTS INC	WATER TREATMENT PROGRAM	10011105 - 5325	\$ 14,500.00
R2403286	TERRACON CONSULTANTS INC	BERLIN BUSINESS PARK STAGE 1 & PHASE 1 SITE	21011113 - 5301	\$ 8,120.00
R2403337	OHIO DEPARTMENT OF MEDICAID	MSY GRANT RECONCILIATION	70161605 - 5319	\$ 16,690.00

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

**4
RESOLUTION NO. 24-394**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Capt. Joe Farmer attend the ITLS International Conference in Ontario, Canada from October 23-26, 2024 at the cost of \$1,964.00. (fund number 10011303).

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 16, 2024**

**5
RESOLUTION NO. 24-395**

IN THE MATTER OF A NEW LIQUOR LICENSE FROM LOST IN THE WOODS LLC DBA LOST IN THE WOODS BIKE SHOP AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mrs. Lewis, 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 request for a new D1 D2 license from Lost in the Woods LLC DBA Lost in the Woods Bike Shop, located at 5175 Cheshire Road, Berlin Township, Galena, Ohio 43021; 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. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

RESOLUTION NO. 24-397

IN THE MATTER OF POSTPONING THE BOARD OF COMMISSIONERS ACTION ON PENDING RESOLUTION NO. 24-396, UNTIL THE THURSDAY MAY 30, 2024 COMMISSIONERS' SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to postpone the Board of Commissioners action on pending Resolution No. 24-396, until the Thursday May 30, 2024 Commissioners' Session.

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

**6 *Item postponed until May 30, 2024*
RESOLUTION NO. 24-396**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH FLIPSIDE COMMERCIAL SERVICES, LLC FOR CLEANING AND FLOOR CARE SERVICES AT THE SHERIFF TRAINING FACILITY:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with Flipside Commercial Services, LLC for cleaning and floor care services at the Sheriff Training Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Flipside Commercial Services, LLC for cleaning and floor care services at the Sheriff Training Facility:

SERVICES AGREEMENT

This Agreement is made and entered into on May 16, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Flipside Commercial Services, LLC, 130 Griswold Street, Delaware, Ohio 43015 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide cleaning and floor care services at the County's Sheriff Training Facility located at 4981 County Home Road, Delaware, Ohio (the "Services"). The Contractor shall perform the Services in a workmanlike manner.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's proposal, dated April 19, 2024 (the "Proposal"), attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 16, 2024**

2.2 *The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.*

3 AGREEMENT AND MODIFICATIONS

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

4 COMPENSATION

4.1 *Compensation for Services provided under this Agreement shall be in accordance with the Proposal.*

4.2 *Total compensation under this Agreement shall not exceed \$45,000.00 without subsequent modification.*

4.3 *The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.*

5 PAYMENT

5.1 *Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.*

5.2 *Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.*

5.3 *The County shall pay invoices within the time period set forth in the Proposal.*

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

6.1 *The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly in accordance with the Contractor's Proposal. The term of this Agreement shall be one year from the date Services commence.*

6.2 *In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.*

7 SUSPENSION OR TERMINATION OF AGREEMENT

7.1 *Either the County or the Contractor may, upon thirty (30) days' written notice to the other party, terminate this Agreement with or without cause.*

7.2 *In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.*

8 INDEMNIFICATION

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

9 INSURANCE

9.1 *General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.*

9.2 *Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.*

9.3 *Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.*

9.4 *Additional Insureds: Delaware County, its elected officials and employees, shall be named*

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 16, 2024**

as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

- 9.5 *Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.*

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 *Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.*
- 10.2 *Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.*
- 10.3 *Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.*
- 10.4 *Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.*
- 10.5 *Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.*
- 10.6 *Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.*
- 10.7 *Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.*
- 10.8 *Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.*
- 10.9 *County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the*

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 16, 2024

authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

10.10 *Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.*

10.11 *Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.*

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion

Mr. Benton

Mrs. Lewis

Mr. Merrell

7

RESOLUTION NO. 24-398

IN THE MATTER OF APPROVING A LICENSE AND RIGHT OF ENTRY TO THE CITY OF DELAWARE, OHIO, FOR WATERMAIN CONSTRUCTION:

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

WHEREAS, pursuant to sections 307.09 and 307.10 of the Revised Code, a board of county commissioners may grant leases, rights, and easements to municipal corporations or other governmental subdivisions of the state for public purposes; and

WHEREAS, the Director of Facilities recommends granting an license and right of entry to the City of Delaware, Ohio, for watermain construction purposes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the President of the Board to execute, the following license and right of entry:

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 16, 2024



LICENSE AND RIGHT OF ENTRY

Board of Commissioners of Delaware County Ohio of 844 US Highway 42 N, ("Grantor"), in consideration of the mutual promises herein contained, does hereby grant to the City of Delaware, Ohio, ("Grantee"), its employees, consultants, contractors, agents and assigns the right and license to enter upon the real estate owned by Grantor at the - above-listed address for the following purposes: To construct a Watermain at the address in the City of Delaware as show in "Exhibit A" attached hereto and incorporated herein by this reference.

The above right and license is granted under the following conditions:

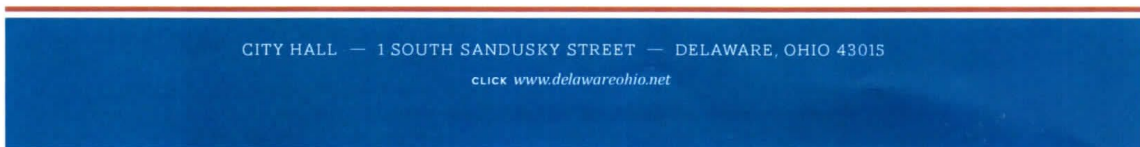
1. Any grass and/or crops disturbed by the entry be restored and replaced by seed or the value of the damaged crops be paid to the Grantor.
2. Any damaged fences or other improvements be repaired or replaced at the Grantee's cost.
3. The work will be completed not later than 12/30/2024.
4. All property or materials stored or kept within the construction area as designated in Exhibit A will be temporarily relocated by the Grantor prior to commencement of construction activity.

In Witness Whereof, the Grantor has hereunto set his/her hand this _____ day of _____, 202____.

Board of Commissioners of Delaware County Ohio

Public Utilities Department:

This instrument prepared by Natalia S. Harris, Delaware City Attorney



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

**8
RESOLUTION NO. 24-399**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND AN ADVANCE OF FUNDS:

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

Supplemental Appropriations		
22111502-5365	Litter Grant/Grant Related Services	1,997.50
30311342-5319	EMS Retention ARPA/Reimbursements-Refunds	14,000.00
10011102-5403	Commissioners General/Improvements Other Than Build	137,916.33

ADVANCE OF FUNDS		
From	To	
21411306-8500	30311341-8400	1,971.00

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

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 16, 2024

9

ADMINISTRATOR REPORTS

DCA Huston – Nothing to report.

CA Davies and Attorney Hochstettler - Absent

10

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis – Attended the “Women Giving Together” event, a group of women who give charitable donations to multiple charities.

Commissioner Merrell – Will be attending a Township meeting hosted by the Chamber of Commerce. He will also be attending a CACO & CEIC board meeting this week.

Commissioner Benton – Absent

11

RESOLUTION NO. 24-400

RESOLUTION TO SELECT AN ALTERNATE TO SERVE IN PLACE OF THE PRESIDENT OF THE BOARD ON THE DELAWARE GENERAL HEALTH DISTRICT ADVISORY COUNCIL:

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

WHEREAS, pursuant to section 3709.03 of the Revised Code, the president of the board of county commissioners shall serve on a district advisory council for a general health district, and a board of county commissioners may select an alternate from among themselves to serve if the president is unable to attend any meeting of the district advisory council; and

WHEREAS, the Delaware General Health District Advisory Council is scheduled to meet Thursday, May 23, 2024, and the President of the Delaware County Board of Commissioners (the “Board”) is unable to attend the meeting; and

WHEREAS, the Board desires to select an alternate to serve in place of the President of the Board on the Delaware General Health District Advisory Council;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby selects Barb Lewis, Commissioner Member of the Board, as an alternate to serve in place of the President of the Board on the Delaware General Health District Advisory Council;

BE IT FURTHER RESOLVED that the alternate selected herein may vote on any matter on which the member is authorized to vote, pursuant to section 3709.03(A) of the Revised Code.

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell