

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 6, 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 - Absent
Jeff Benton, Commissioner

**1
RESOLUTION NO. 24-366**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 2, 2024:

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 May 2, 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 Aye Mrs. Lewis Absent

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-367**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0503:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0503 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2402695	MISSIONCIT LLC	EMS PROMOTION EXAM SVCS	10011303 - 5301	\$10,000.00
R2403053	NATIONAL EMS MANAGEMENT ASSOCIATION	EMS FTEP COURSE 06 24-06 28 24	10011303 - 5305	\$13,000.00
R2403088	NEUTRATEK GP LTD	REPLACEMENT PARTS FOR THE ACWRF NEUTRALOX	66211900 - 5228	\$32,133.75
R2403149	OFFICE CITY EXPRESS INC	DOMESTIC RELATIONS - OFFICE FURNITURE	42311453 - 5450	\$20,950.00
R2403168	WESTECH ENGINEERING INC	DENSITY CURRENT BAFFLES	66211900 - 5450	\$187,765.00
R2403180	LAWHON AND ASSOCIATES INC	HOME CEMETERY GROUND RADAR SURVEY	10011102 - 5301	\$22,400.00
R2403199	SELLERS ELECTRIC CO INC	GENERATORS - EMS 8 & 9	40111402 - 5410	\$49,000.00
R2403202	CREATIVE PALETTE INC	BYXBE CAMPUS SIGNAGE	42011440 - 5410	\$5,428.00

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

**4
RESOLUTION NO. 24-368**

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSIONS

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SCHEDULED FOR: THURSDAY, JUNE 20, 2024; MONDAY, JUNE 24, 2024; THURSDAY, JULY 11, 2024; THURSDAY, JULY 18, 2024; THURSDAY, JULY 25, 2024; THURSDAY, AUGUST 8, 2024; THURSDAY, AUGUST 15, 2024; THURSDAY, AUGUST 22, 2024; THURSDAY, SEPTEMBER 19, 2024; MONDAY, SEPTEMBER 30, 2024; AND THURSDAY, OCTOBER 3, 2024:

It was moved by Mr. Benton, seconded by Mr. Merrell, to cancel the Delaware County Commissioners' sessions scheduled for: Thursday, June 20, 2024; Monday, June 24, 2024; Thursday, July 11, 2024; Thursday, July 18, 2024; Thursday, July 25, 2024; Thursday, August 8, 2024; Thursday, August 15, 2024; Thursday, August 22, 2024; Thursday, September 19, 2024; Monday, September 30, 2024; and Thursday, October 3, 2024.

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

5

RESOLUTION NO. 24-369

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of some regular sessions of the Board's meetings, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from June 18, 2024 through June 26, 2024 and September 27, 2024 through October 6, 2024 to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners' departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 24-348, which shall remain in full force and effect.

Section 3. This Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 24-370

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the "Policy"); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Parking Lot and Front Lawn of Historic Courthouse and for Freedom Fest hosted by Delaware County Veterans Parade on November 3, 2024; at no

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cost.

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

7

RESOLUTION NO. 24-371

IN THE MATTER OF APPROVING AN EMPLOYER SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND OHIOHEALTH CORPORATION FOR EMPLOYMENT/PRE-EMPLOYMENT SERVICES:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of an Employer Services Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Employment/Pre-Employment Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Employer Services Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Employment/Pre-Employment Services, as follows:

EMPLOYER SERVICES AGREEMENT

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Services division ("Supplier") as described below:

Company: Delaware County EMS
Company Information
 Contact Name: Rachael Cox
 Title: Assistant Chief of Administration
 Address: 10 Court Street
 City/State/Zip: Delaware, Ohio 43015
 Phone: 740-833-2194
 Email: rcox@co.delaware.oh.us
 # of Employees:
 # of Employees Estimated to Receive Service(s):

Billing Information
 Contact Name: Anna Smith
 Title: Fiscal Coordinator
 Address: 10 Court Street
 City/State/Zip: Delaware, Ohio 43015
 Phone: 740-833-2162
 Email: asmith@co.delaware.oh.us

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

X Schedule A: Employment/Pre-Employment Services

This Employer Services Agreement is subject to the attached Terms & Conditions to Employer Services Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Services Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Please complete the following Information for result reporting:

Contact Name: Rachael Cox
 Title: Assistant Chief of Administration
 Address: 10 Court Street
 City/State/Zip: Delaware, Ohio 43015
 Phone: 740-833-2194
 Email: rcox@co.delaware.oh.us

All results will be shared via the Employer Portal to the contact listed above

TERMS & CONDITIONS TO EMPLOYER SERVICES AGREEMENT

1. Engagement. The company hereby engages the Supplier to perform the services selected on page 1 of

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- the is Agreement (“Services”).
2. **Scheduling and Space.** The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
 3. **Required Consent/Release Forms.** The Company acknowledge that prior to an Employee’s receipt of Services, the Employee must complete the applicable consent/release form.
 4. **Fees/payments.** The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within 30 days from date on the invoice. If the company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal.
 5. **No Requirement to Refer.** It is not the purpose of this agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
 6. **Terms and Termination: Cancellation Fee.** This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all service’s provided. This agreement may be terminated without cause with Thirty (30) days written notice by either party. If Company terminates this agreement within seven (7) days of scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
 7. **Qualifications.** The Services shall be performed by employees and/or subcontractors of Supplier (“Supplier Staff”) who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall maintain, throughout the term of this Agreement, all such licenses, accreditation, certifications, and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulations in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractor of Supplier and not Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company’s site for cause.
 8. **Records.** Documentation/information generated in the performance of the Services shall be handled as specified in the applicable schedule, attached here.
 9. **Confidential and Proprietary Information.** Except as otherwise required by applicable law or court order, the parties must not disclose technical, business, financial, or any other information which a party considers confidential or proprietary to it, or other information which, under the circumstance, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement. (“Confidential Information”) relating to the other party unless it has obtained prior written consent for such disclosure, Confidential information does not include “public records”, as that term is defined in section 149.43 of the Ohio Revised Code or Records of the Aggregate Reports information already in the public domain.
 10. **Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither party shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employee, (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personal are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payment alone.
 11. **Insurance.** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self- insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers' Compensation: Statutory coverage.
 12. **Liability.** Each party to this Agreement shall be responsible for the actions or omissions of its own members, managers, officers, directors, agents, attorneys, and employees.
 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page I . Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Services, 3430 OhioHealth Parkway, Columbus, Ohio 43202 ATTN: David Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 3430 OhioHealth Parkway, 5th Floor, Columbus, Ohio 43202. Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.
 14. **Books and Records.** In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-

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month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.

15. Miscellaneous. Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of Law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.
16. Survival. The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

**SCHEDULE A
EMPLOYMENT/PRE-EMPLOYMENT SERVICES**

1. Summary

To provide occupational health services to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

2. Services to be Performed by OhioHealth Employer Services

- Respirator Clearance to include:** \$28.00 per clearance
- OSHA respirator medical evaluation questionnaire form completed by the patient & reviewed by a trained healthcare professional.
 - Please bring the completed Questionnaire to your scheduled appointment at a WorkHealth clinic.
 - If additional care is needed based on the questionnaire results, next steps will be determined while at the WorkHealth clinic.
- | | |
|--|--------------------|
| Pulmonary Function Test (PFT) (If requested by provider) | \$53.00 per test |
| Chest X-Ray PA & Lateral (2-view) (If requested by provider) | \$100.00 per x-ray |
- Includes Radiologist Interpretation

- Respirator Physical Examination to include:** \$82.00 per exam
- Medical history/questionnaire form completed by patient & reviewed by a clinician.
 - Height/weight/blood pressure/pulse/temperature/vision test/dipstick urinalysis (this is not a drug screen)

3. Location and Hours of Operation

Services to be rendered at any OhioHealth WorkHealth Clinic. Central Ohio clinics are open Monday-Friday from 7:30am to 4:00pm.

4. Records

Documentation/records generated in connection with the Employment Health Services are the property of Company. Such information is gathered by the employer for non-clinical purposes and will not constitute "protected health information" under HIPAA. Such information shall be provided to Company.

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

**8
RESOLUTION NO. 24-372**

IN THE MATTER OF ESTABLISHING RATES AND CHARGES FOR TRAINING PROVIDED BY DELAWARE COUNTY EMS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established Delaware County EMS as an emergency medical service organization, pursuant to section 307.05 of the Revised Code; and

WHEREAS, Delaware County EMS provides various training to individuals and partner agencies, both from within and outside Delaware County; and

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WHEREAS, the Chief of Delaware County EMS recommends establishing rates and charges for training provided by Delaware County EMS, pursuant to section 307.05 of the Revised Code;

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

Section 1. The Board hereby establishes the following rates and charges for training provided by Delaware County EMS:

Class Name	County Resident or County Agency Cost per person	Out of County Resident or County Agency Cost per person	Student/Instructor Ratio Max
ACLS-2day	\$ 7.00	\$ 100.00	6:1 Max 24
ACLS-1 day	\$ 7.00	\$ 50.00	6:1 Max 24
ACLS Instructor Online	\$ 38.00	\$ 200.00	
ACLS Instructor Card	\$ 7.20	\$ 50.00	6:1, Min of 12, Max 24
BLS Instructor Online	\$ 35.00	\$ 175.00	
BLS Instructor Card	\$ 3.50	\$ 50.00	6:1, Min of 12, Max 24
BLS Provider	\$ 3.30	\$ 30.00	6:1, Min of 12, Max 24
Heartsaver First Aid/CPR/AED	\$ 17.00	\$ 125.00	6:1, Min of 12, Max 24
Heartsaver CPR/AED Card	\$ 17.00	\$ 100.00	6:1, Min of 12, Max 24
ITLS 1 day	\$ 30.00	\$ 100.00	6:1, Min of 12, Max 24
ITLS 2 day	\$ 30.00	\$ 150.00	6:1, Min of 12, Max 24
EPC Hybrid Provider Course (1/2 online 1/2 in classroom)	\$ 51.50	\$ 200.00	6:1, Min of 12, Max 18
EPC Course Card (Full 2 day)	\$ 51.50	\$ 200.00	6:1, Min of 12, Max 18
Handtevy Hybrid Full Course	\$ 20.00	\$ 100.00	6:1, Min of 12, Max 18
Handtevy Hybrid Refresher	\$ 20.00	\$ 100.00	6:1, Min of 12, Max 18
TECC-Tactical Emergency Combat Care 1 day Refresher	\$ 45.00	\$ 100.00	6:1, Min of 12, no max
TECC-Tactical Emergency Combat Care 2 day	\$ 45.00	\$ 200.00	6:1, Min of 12, no max
CE/EMS Instructor	\$0/hr	\$60/hr	Can include patient simulators- SIM Man

Section 2. The Board hereby declares that Delaware County shall be exempt from paying any rates and charges as approved in Section 1 of this Resolution.

Section 3. This Resolution shall be effective immediately upon adoption, and the rates and charges approved herein shall remain in effect until superseded by a subsequent resolution of this Board. All previous resolutions inconsistent with this Resolution are hereby superseded.

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

**9
RESOLUTION NO. 24-373**

**IN THE MATTER OF APPROVING THE REQUEST FOR BIDS FOR DELAWARE COUNTY
LEAD SAFE OHIO PROGRAM GENERAL CONTRACTORS:**

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

WHEREAS, on September 11, 2023, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 23-782, authorizing submission of an application to the Ohio Department of Development for the Lead Safe Ohio Program; and

WHEREAS, the Board has been awarded the Lead Safe Ohio Program grant, and the county administrator has executed the Lead Safe Ohio Program grant agreement; and

WHEREAS, the Director of Finance recommends requesting competitive sealed bids from qualified offerors for general contractor services related to the Lead Safe Ohio Program;

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NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the request for bids for Delaware County Lead Safe Ohio Program general contractor services and authorizes the Director of Finance to issue the request in accordance with the following public notice:

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

Delaware County Commissioners are requesting Bids for the following Project in accordance with Bidding Documents prepared by Gandee & Associates, Inc.:

**Lead Safe Ohio - 2024-2026 Term Contract
GA24-007**

Bids will be received at **Delaware County Commissioners' Office** located at **91 North Sandusky Street, Delaware, Ohio 43015**, until **Tuesday, May 21, 2024, at 2:00 p.m.** local time. Bids received will then be **publicly** opened and read; Bids received after this date and time will be returned to Bidder unopened.

Project includes the following Work: Replacement of exterior window and door assemblies and associated work.

Estimate of Cost for this Project is \$380,000. Prevailing Wage Rates are not applicable to this Project.

OBTAINING BIDDING DOCUMENTS

Issuing Office for Bidding Documents is:

Gandee & Associates, Inc.
5676 State Route 521, Suite A
Delaware, Ohio 43015
(614) 338-9799
Jill Baldinger (jbaldinger@gandee.net)

Prospective Bidders may obtain an electronic copy of Bidding Documents from Issuing Office by email at no charge (Adobe PDF format, readable by Adobe Acrobat Reader [Version Adobe Acrobat DC or later] by attachment or through provision of a link). Neither County nor Engineer will be responsible for sets of Bidding Documents, including addenda, if any, obtained from sources other than Issuing Office.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT.

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program ("DFSP") approved by Ohio Bureau of Workers' Compensation ("OBWC") prior to submitting a Bid and provide, on Bid Form with its Bid, certain information relative to enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in **Article 22 of Instructions to Bidders**.

Equal Employment Opportunity requirements are applicable to this Project. And Bidder may be subject to Pre-Award Affirmation Action Compliance Review in accordance with Ohio Revised Code.

PRE-BID MEETING

A pre-bid meeting for the Project will be held on **Tuesday, May 14, 2024, at 9:30 a.m.** local time at **91 North Sandusky Street, Delaware, Ohio 43015**. Attendance at pre-bid meeting is encouraged but not required.

INSTRUCTIONS TO BIDDERS

For further requirements regarding bid submittal, qualifications, procedures, bid and contract securities, and contract award, refer to Instructions to Bidders included in Bidding Documents.

Owner reserves right to accept or reject any or all bids and to waive certain informalities or irregularities in bids received. No bids may be withdrawn after scheduled closing time for receipt of bids for 60 days.

THIS ADVERTISEMENT IS ISSUED BY:

Delaware County Commissioners

Justin Nahvi

Director of Finance

May 6, 2024 [Date of initial publication of advertisement] (Delaware County Website)

May 8, 2024 [Date of initial publication of advertisement] (Delaware Gazette)

Vote on Motion

Mrs. Lewis Absent

Mr. Merrell Aye

Mr. Benton Aye

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ADMINISTRATOR REPORTS

CA Davies – Possible TID meeting scheduled for 05/08/24

DCA Huston - attended the Fairfield County Workforce Program on 055/03/24

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**11
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell – attended the Fairfield County Workforce program on 05/03/24. Complimented all the staff on a job well done.

Commissioner Benton – will be attending the Ohio Chamber State of the Business event on 05/07/24. Reminder of TID meeting on 05/08/24. He attended the first Friday event in downtown Delaware. Announced that FEMA assistance is now available to Delaware County.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners