

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 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. 24-736**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 9, 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 September 9, 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. 24-737**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0911:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0911 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2402646) Komline Sanderson	SRF Operations & Maintenance	66211900-5228	\$18,910.00
(P2402573) PRADCO	EMS	10011303-5342	\$6,500.00
(P2400981) Enterprise FM Trust	Commissioners General	10011102-5335	\$1,140.00
(P2400981) Enterprise FM Trust	Building Safety	10011301-5335	\$20,430.00
(P2400981) Enterprise FM Trust	Prosecuting Attorney	10012101-5335	\$1,350.00
(P2400981) Enterprise FM Trust	Juvenile Court	10026201-5335	\$148.00
(P2400981) Enterprise FM Trust	Dog and Kennel	20411305-5335	\$9,452.00
(P2400981) Enterprise FM Trust	SRF Operations & Maintenance	66211900-5335	\$10,400.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2404530	AT & T MOBILITY LLC	CRADLEPOINT EQUIP CAPTAIN VEH	10011303 - 5260	\$ 5,305.12
R2404567	DETECTION INSTRUMENTS CORP	(2) ACRULOG ELD	66211900 - 5260	\$ 9,990.00
R2404567	DETECTION INSTRUMENTS CORP	(2) 12 MONTH DATA PLAN	66211900 - 5330	\$ 420.00
R2404567	DETECTION INSTRUMENTS CORP	SUBMOUNT MANHOLE ANTENNA	66211900 - 5228	\$ 595.00
R2404567	DETECTION INSTRUMENTS CORP	SHIPPING FEES	66211900 - 5331	\$ 25.00

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

**4  
RESOLUTION NO. 24-738**

**IN THE MATTER OF APPROVING AN AGREEMENT WITH LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO FOR THE INSPECTION, MAINTENANCE, AND REPAIR OF THE INTERSECTION**

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024**

---

**STREET LIGHTING SYSTEM AT SAWMILL ROAD AND PRESIDENTIAL PARKWAY**

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

WHEREAS, pursuant to section 9.482 of the Revised Code, the board of county commissioners may enter into an agreement with another political subdivision whereby the county agrees to exercise any power, perform any function, or render any service for a contracting recipient political subdivision that the political subdivision is otherwise legally authorized to exercise, perform, or render; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") desires to enter an agreement with Liberty Township, Delaware County, Ohio, a political subdivision, pursuant to which the County, by and through the Delaware County Engineer, will perform, on behalf of the township, inspection, maintenance, and repair of the intersection street lighting system at Sawmill Road and Presidential Parkway (collectively, the "Services"); and WHEREAS, the Engineer consents to the Agreement and the performance of the Services;

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

Section 1. The Board hereby approves the following agreement with Liberty Township, Delaware County, Ohio for the County, by and through the Delaware County Engineer, to perform, on behalf of the Township, inspection, maintenance, and repair of the intersection street lighting system at Sawmill Road and Presidential Parkway:

**AGREEMENT FOR INSPECTION, MAINTENANCE, AND REPAIR OF INTERSECTION STREET LIGHTING SYSTEM**  
(Sawmill Road and Presidential Parkway)

This Agreement, made this 12<sup>th</sup> day of September, 2024 by and between Delaware County, Ohio, through its Board of County Commissioners and the Delaware County Engineer's Office whose address is 1610 State Route 521, Delaware, Ohio, 43015 (hereinafter referred to as the "County"), and Liberty Township and whose address is 7802 Liberty Road N, Powell, OH 43065 (hereinafter referred to as the "Township").

**WITNESSETH:**

WHEREAS, the parties wish to enter into this Agreement for the purpose of inspecting, maintaining, and repairing the Intersection Street Lighting System, as hereinafter defined, for Sawmill Road and Presidential Parkway; and

WHEREAS, the need for the Intersection Street Lighting System exists to provide safety for vehicle and pedestrian traffic; and

WHEREAS, the County, in conjunction with the Township, installed the Intersection Street Lighting System as part of the DEL-TR119-0.56 project; and

WHEREAS, Sawmill Road and Presidential Parkway are under the jurisdiction of the Township; and

WHEREAS, the Intersection Street Lighting System is the property of the Township;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**I. DEFINITIONS**

INTERSECTION STREET LIGHTING SYSTEM – includes the lighting control center, light poles, luminaires, conduit, and pull boxes.

**II. ELECTRICAL ENERGY CHARGES**

It is expressly understood that during the term of this Agreement, the Township shall pay for all electrical energy charges for the Intersection Street Lighting System.

**III. ANNUAL INSPECTIONS**

The County, through the County Engineer, shall provide required annual inspections at all times, hereafter, for the efficient operation of the Intersection Street Lighting System.

Annual inspection will include inspection of the field equipment; i.e. poles, controller, luminaires, conduit, pull boxes, wires, etc., to ensure the Intersection Street Lighting System is functioning properly.

Reimbursement for the actual cost of the Annual Inspections as provided by the County Engineer or its representative shall be made to the County by the Township. This fee shall be a flat lump sum amount of \$1,000 per year and is payable upon receipt of an invoice which will be issued on or about January 30 of each year by the County, through the County Engineer. It is understood by both parties that, biennially, this cost may be reviewed and adjusted as necessary by either party.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024**

---

**IV. ROUTINE/MINOR MAINTENANCE**

The County, through the County Engineer, shall provide requires routine/minor maintenance at all times, hereafter, for the efficient operation of the Intersection Street Lighting System.

Routine/minor maintenance guidelines shall incorporate those functions necessary for maintaining the Intersection Street Lighting System operation at all times; i.e., minor repair and replacement of malfunctioning components or those that may be damaged or deteriorated.

Reimbursement for the actual cost of the Normal/Minor Maintenance as provided by the County Engineer or its representative shall be made to the County by the Township. This fee will not exceed \$1,500 and is payable upon receipt of an invoice which will be issued on or about January 30 of each year by the County, through the County Engineer. It is understood by both parties that, biennially, this cost may be reviewed and adjusted as necessary by either party.

**V. MAJOR MAINTENANCE OR REPAIR**

The County, through the County Engineer, shall provide required major maintenance by County Engineer staff or by contractor at all times, hereafter, for the efficient operation of the Intersection Street Lighting System. Major maintenance or repairs include those activities and costs necessary to restore operation of the Intersection Street Lighting System signal arising from physical damage to the system from impacts or weather related events, or any routine/minor maintenance that exceeds the amount specified in Section IV.

All costs associated with Major Maintenance will be identified prior to the work being started. The amount shall be estimated by the County Engineer and approved by the Township Administrator prior to the County Engineer commencing work. Within 30 days of the work being completed, the County, through the County Engineer, shall submit an invoice to the Township for reimbursement. Invoice is payable upon receipt.

**VI. GOVERNING LAW**

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

**VII. SEVERABILITY**

If, and to the extent that any court of competent jurisdiction holds any provisions or part of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

**VIII. ENTIRE AGREEMENT**

This Agreement and the attachments hereto, if any, constitute the entire agreement between the Township and the County and supersede all previous written and oral negotiations, commitments and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

**IX. CONSIDERATION**

Each party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**IX. TERM**

This agreement shall remain in full force and effect between the parties until the Intersection Street Lighting System reaches the end of its useful life because of normal deterioration to its major structural components as determined by the County Engineer in good faith and based on engineering judgment, at which time the County Engineer shall notify the Township, whereupon the Intersection Street Lighting System shall be removed at the Township's expense and this agreement shall terminate. If the Intersection Street Lighting System is still required as determined by the County Engineer, a new agreement shall be negotiated between the County and the Township to install and maintain a new replacement intersection street lighting system

Section 2. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including section 121.22 of the Revised Code.

Section 3. This Resolution shall be in full force and effect immediately upon adoption.

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

**5  
RESOLUTION NO. 24-739**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE**

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024**

---

**BID DATE FOR THE PROJECT KNOWN DEL-2024 CULVERT PROJECT:**

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-2024 Culvert Project;

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

Section 1. The specifications and estimate for the project known as DEL-2024 Culvert Project are hereby approved.

Section 2. The County Engineer is authorized 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](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, October 1, 2024, at which time they will be publicly received and read aloud, for the project known as:

**DEL-2024 Culvert Project**

All proposals shall be submitted electronically through the web service [www.bidexpress.com](http://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](http://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](http://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 August 1, 2025. The estimated commencement of work date is October 14, 2024.

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: September 14, 2024

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

**6  
RESOLUTION NO. 24-740**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE  
BID DATE FOR THE PROJECT KNOWN AS DEL-TR180-1.25 FULTON CREEK ROAD OVER  
FULTON CREEK:**

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-TR180-1.25, Fulton Creek Road over Fulton Creek;

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

Section 1. The specifications and estimate for the project known as DEL-TR180-1.25 Fulton Creek Road over Fulton Creek are hereby approved.



COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024

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

8  
RESOLUTION NO. 24-742

**IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS RAVINES AT MEADOW RIDGE AND RELEASING CONSTRUCTION SURETY:**

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

WHEREAS, on November 6, 2023, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with Metro Development (the "Owner") for the project known as Ravines at Meadow Ridge; and

WHEREAS, the County Engineer has inspected the improvements constructed within the Ravines at Meadow Ridge and finds them to be constructed in accordance with the approved plans; and

WHEREAS, the County Engineer recommends the Board accept the improvements in accordance with the Owner's Agreement and release the bond being held as construction surety to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the improvements made for Ravines at Meadow Ridge in accordance with the Owner's Agreement and releases the bond being held as construction surety to the Owner.

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

9  
RESOLUTION NO. 24-743

**IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR BERLIN FARM WEST SECTION 1:**

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

WHEREAS, the roadway construction has been completed for the project known as Berlin Farm West Section 1 (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at ten percent (10%) of the original construction estimate for the Project and that the Project be placed on the required one-year maintenance period; and

WHEREAS, M/I Homes of Central Ohio LLC (the "Owner") has provided a maintenance bond in the amount of \$284,500.00 as surety to cover the one-year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amounts of \$284,500.00 for the Project, places the Project on the required one-year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

10  
RESOLUTION NO. 24-744

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH MIKE'S ROOFING, INC. FOR THE DELAWARE COUNTY BUILDING LOCATED AT 149 NORTH SANDUSKY STREET:**

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 Mike's Roofing, Inc. for the Delaware County building located at 149 North Sandusky Street;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Mike's Roofing, Inc. for the Delaware County building located at 149 North Sandusky Street,

**SERVICES AGREEMENT**

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024**

---

This Agreement is made and entered into on September 12, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Mike’s Roofing, Inc., 217 South Elm Street, Prospect, Ohio 43342 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide the labor, equipment, and materials to remove the existing roofing materials and install new roofing materials, including related materials and services, at the County’s Wolf Building, located at 149 North Sandusky Street, 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 August 5, 2024 (the “Proposal”), which is 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.
- 2.2 The Director shall have authority to review changes to, and order commencement and suspension of, the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 For all Services, the lump sum fee shall be \$68,475.00.
- 4.3 Total compensation under this Agreement shall not exceed \$68,475.00 without subsequent modification.
- 4.4 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 in accordance with the Proposal, 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 Director may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

**6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly and in accordance with the Proposal.
- 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**

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024**

---

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

**8 INDEMNIFICATION**

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

**9 INSURANCE**

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

**10 MISCELLANEOUS TERMS AND CONDITIONS**

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

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024**

---

hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability 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 complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

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

**11  
RESOLUTION NO. 24-745**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A REDUCTION OF APPOPRIATIONS:**

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

<b>Supplemental Appropriations</b>		
29911190-5380	Ag Society Excise Tax/Other Services	500,000.00
10011105-5338	Land and Buildings/Utilities	175,000.00
<b>Reduction of Appropriations</b>		
22211330-5470	American Rescue Plan/Non County Owned Infrastructure	9,309,362

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

**12  
ADMINISTRATOR REPORTS**

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2024**

---

**CA Davies** – Attended a TID meeting and application was approved by MORPC for paving.

**DCA Huston** – Nothing to report.

**Attorney Hochstettler** – Nothing to report.

**13**

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Lewis** – Attended the DKMM meeting

**Commissioner Merrell** – Attended the training session along with Commissioner Lewis in regards to the Wall That Heals. He will be attending a Township Association meeting later today. He gave reminder about the County Fair and Session Hearing scheduled for September 16<sup>th</sup>, will take place at the fairgrounds

There being no further business, the meeting adjourned.

---

Jeff Benton

---

Barb Lewis

---

Gary Merrell

---

Jennifer Walraven, Clerk to the Commissioners