

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 13, 2025**

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 - Absent
Gary Merrell, Commissioner

**1
RESOLUTION NO. 25-109**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 10, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 10, 2025; 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 Absent

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 25-110**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0212:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0212 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2502030	SMITH FEIKE MINTON INSURANCE	WORKERS' COMP EXCESS PREMIUM	61311923 - 5370	\$ 8,536.00
R2502056	DELAWARE COUNTY BOARD OF DD	REVENUE REPOSTING 2024	22511607 - 5319	\$ 51,469.10
R2502062	OFFICE CITY EXPRESS INC	GLASS WALL SYSTEM FOR CONFERENCE ROOM	40111402 - 5450	\$ 14,002.09

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

**4
RESOLUTION NO. 25-111**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Job and Family Services Department is requesting their employees attend various trainings, business meetings, continuing education classes and conferences held throughout 2025 at the total cost of \$33,500 from the following fund number numbers: 22411605 (\$30,000) and 70161603 (\$3,500).

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

**5
RESOLUTION NO. 25-112**

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2025:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated Eighteen Thousand Dollars and No Cents (\$18,000.00) for apiary inspections in 2025;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2025 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 13th day of February, 2025 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("Board"), and Dan Curtis, 8399 Hickory Road Galena, Ohio 43021 ("Contractor").

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Eighteen Thousand Dollars and No Cents (\$18,000.00) for the inspection of registered apiaries in the county. This amount shall be payable to the Contractor, subject to the Director's approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director's consent and concurrence, and shall continue through the 2025 apiary season, which terminates on approximately October 31, 2025.

Section 5 – Insurance

5.1 Liability Coverage: Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.

5.2 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 Subsection 5.1.

5.3 Proof of Insurance: Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. 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 termination of this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may

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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 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.

Section 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor's appointment.

Section 8 – Miscellaneous Terms & Conditions

8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor's status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHER, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves the purchase order request R2501566, in the amount of \$18,000.00

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

**6
RESOLUTION NO. 25-113**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds		
From:	To:	
10011102-5801	42311453-4601	\$827,546.20
Commissioners General/Cash Transfer	Capital Acquisition & Project/Interfund Revenues	

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

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RESOLUTION NO. 25-114

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Transfer of Funds

From	To	
22511607-5801	22411604-4601	\$7,042.90
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues	

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

8

RESOLUTION NO. 25-115

IN THE MATTER OF AMENDING RESOLUTION NO. 20-1165 TO BIFURCATE THE PROJECT KNOWN AS BIG WALNUT ROAD AT S. OLD 3C AND TUSSIC STREET INTO TWO PHASES AND CANCEL PHASE B OF THE PROJECT:

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

WHEREAS, section 5555.022 of the Revised Code provides that a board of county commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement, and may authorize such improvement; and

WHEREAS, pursuant to section 5555.022 of the Revised Code, on December 21, 2020, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 20-1165, declaring necessity to improve Big Walnut Road (Township Road 109) and its intersections with South Old 3C Hwy and Tussic Street Road, which project is now identified as DEL-TR109-2.87 (the "Project"); and

WHEREAS, the County Engineer has prepared plans for the Project, including right-of-way plans specifying the real property required for the Project; and

WHEREAS, upon review of the plans for the Project, the Board desires to bifurcate the Project into Phases A and B, to be split at a point on Big Walnut Road located just east of the intersection with South Old 3C Highway; and

WHEREAS, Phase A shall consist of improvements to the intersection of Big Walnut Road and Tussic Street Road, beginning at a point just east of South Old 3C Highway and extending eastward past the intersection of Tussic Street Road and shall be identified as DEL-TR109-2.94; and

WHEREAS, Phase B shall consist of improvements to the intersection of Big Walnut Road and South Old 3C Hwy, commencing at a point approximately 0.07 miles west of South Old 3C Highway and shall be identified as DEL-TR109-2.80; and

WHEREAS, the Board desires to proceed with the construction of Phase A and to cancel the planned or pending land acquisition for, and construction of, Phase B of the Project;

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

Section 1. The Board hereby amends Resolution No. 20-1165 to bifurcate the Project into Phase A and Phase B as defined herein and cancel Phase B of the Project.

Section 2. The Board hereby declares that proceeding with Phase B of the Project at a future date shall require a new resolution of necessity in accordance with an applicable provision of Chapter 5555 of the Revised Code.

Section 3. The Board directs the Clerk of the Board to deliver a copy of this Resolution to the County Engineer and cause notice of this Resolution to be provided to impacted parties.

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

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ADMINISTRATOR REPORTS

CA Davies – Nothing to report.

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Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell – attended the Orange Township “Business Breakfast” on 02/11/25. He also attended the Women’s Leadership Network event held on 02/12/25.

Commissioner Lewis – will be attending a panel discussion today with Leadership Delaware. She also wanted to inform that the Emergency Management Department is hosting a free “Debris Management Workshop” on March 28, 2025.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners