

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 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
Gary Merrell, Commissioner

1
RESOLUTION NO. 25-375

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 19, 2025:

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 19, 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 Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-376

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0521, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0521, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR 0521:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0521, memo transfers in batch numbers MTAPR 0521, Procurement Card Payments in batch number PCAPR 0521:

PR Number	Vendor Name	Line Description	Account	Amount
R2503144	MARATHON ENGINEERING CORP	SEAMLESS SHOWER COATING SYSTEM - JAIL	40111402 - 5410	\$ 16,958.00
R2503175	PETERSON CONSTRUCTION CO	UPGRADES AT ACWRF AND ACPS	66611900 - 5410	\$ 70,000.00
R2503180	NORFIELD DEVELOPMENT PARTNERS LLC	UTILITY LOCATING SOFTWARE RENEWAL 7 6 25-7 6 26	66211900 - 5321	\$ 5,787.94
R2503183	DELAWARE COUNTY HISTORICAL SOCIETY	2024 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 9,947.50

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

4
RESOLUTION NO. 25-377

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Services Department is requesting that Captain Scott Gano attend NAEMSE EMS Educators Symposium and Trade Show in Orlando, FL on August 4-9, 2025, at the cost of \$2,745.00

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

5
RESOLUTION NO. 25-378

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025

PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING ANNEXATION OF 43.616 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on April 22, 2025, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade., agent for the petitioners, requesting annexation of 43.616 acres, more or less, from Delaware Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 43.616 acres, more or less, from Delaware Township to the City of Delaware.

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

6
RESOLUTION NO. 25-379

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DAVID HODGE, ESQ. AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 50.885 ACRES OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:

It was moved by Mr. Benton, seconded by Mr. Merrell, to acknowledge that on May 15, 2025, the Clerk to the Board of Commissioners received a petition requesting annexation of 50.885 acres of land from Trenton Township to the City of Sunbury.

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

7
RESOLUTION NO 25-380

IN THE MATTER OF ESTABLISHING NEW ORGANIZATION KEYS, APPROVING SUPPLEMENTAL APPROPRIATIONS AND REVISED REVENUE ESTIMATES

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

New Organization Key		
25422313	Community Corrections Account 2.0	
25322314	Probation Services Grant	
Supplemental Appropriation		
25422313-5001	Community Corrections Act 2.0/Compensation	87,009
25322314-5001	Probation Services Grant/Compensation	89,869
25922307-5319	Mental Health Docket	35,000
Revenue Estimate Revision		
25422313-4530	Community Corrections Act 2.0/State Grants A	87,009
25322314-4530	Probation Services Grant /State Grants A	89,869
25922307-4530	Mental Health Docket/State Grants A	35,000

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

8
RESOLUTION NO. 25-381

IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSALS FOR THE PROVISION OF SERVICES TO SUPPORT DELAWARE COUNTY’S PARTICIPATION IN THE STATE OF OHIO’S AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025

WHEREAS, the Emergency Medical Services Director recommends requesting competitive sealed proposals from qualified contractors for the provision of services to support Delaware County’s participation in the State of Ohio’s Ambulance Supplemental Payment Program on behalf of Delaware County Emergency Medical Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the request for proposals for support Delaware County’s participation in the State of Ohio’s Ambulance Supplemental Payment Program on behalf of Delaware County Emergency Medical Services and authorizes the following public notice:

PUBLIC NOTICE
REQUEST FOR
PROPOSALS BOARD OF
COMMISSIONERS
DELAWARE COUNTY,
OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of services to support Delaware County’s participation in the State of Ohio’s Ambulance Supplemental Payment Program on behalf of Delaware County Emergency Medical Services. Proposals will be received at the Delaware County Commissioners’ Office, 91 North Sandusky Street, Delaware, Ohio 43015, until 4:00 pm EDT on July 7, 2025. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading “Public Notices and Bids” or may be obtained from the Delaware County Emergency Medical Services office, 10 Court Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. The decision to award a contract is within the sole discretion of the Board of Commissioners. If an award is made, it shall be to the offeror whose proposal is determined to be the most advantageous to Delaware County, Ohio.

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

9
RESOLUTION NO. 25-382

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH
FEECORP CORPORATION FOR VACUUM BOX RENTAL AND SERVICES:

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

WHEREAS, FeeCorp Corporation is currently under contract to provide Vacuum Box Rental and Services for the Sewer District; and

WHEREAS, the contract allows for an extension of up to two (2) additional one (1) year terms; and

WHEREAS, there is no change in contract price; and

WHEREAS, on August 19, 2024, the Delaware County Board of Commissioners adopted Resolution No. 24-640, approving Change Order No. 1 with FeeCorp Corporation to extend the existing contract until June 15, 2025; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 2 to extend the existing contract with FeeCorp Corporation until June 15, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves Change Order No. 2 to extend the contract with FeeCorp Corporation.

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

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025**

10

RESOLUTION NO 25-383**IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH VISU-SEWER OF OHIO LLC FOR THE EAST ALUM CREEK INTERCEPTOR REHABILITATION:**

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

WHEREAS, sealed bids for the East Alum Creek Interceptor Rehabilitation were received at www.bidexpress.com at 10:00 a.m. Friday, April 4, 2025; and

WHEREAS, three (3) bids were received, and the lowest and best bid received was from Visu-Sewer of Ohio LLC; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Visu-Sewer of Ohio LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the East Alum Creek Interceptor Rehabilitation to Visu-Sewer of Ohio LLC, and directs the Sanitary Engineer to prepare the necessary Notice of Award and Contract documents and submit them to the contractor for execution;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with Visu-Sewer of Ohio LLC:

**AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND
CONTRACTOR
EAST ALUM CREEK INTERCEPTOR REHABILITATION**

This Agreement is by and between Delaware County Board of Commissioners, Delaware, Ohio (Owner) and Visu-Sewer of Ohio, LLC 6508 Taylor Road SW, Reynoldsburg, Ohio 43068 (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sanitary sewer pipe rehabilitation including cleaning, televising, and installing cured-in-place lining in approximately 4,567 LF of 21" sanitary sewer.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

East Alum Creek Interceptor Rehabilitation.

ARTICLE 3 - ENGINEER

3.01 The Project is designated to the Delaware County Sanitary Engineer (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. All inquiries and correspondence shall be directed to Tiffany Maag, P.E., Delaware County Regional Sewer District.

The Design Engineer is CDM Smith Inc.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word "State" occurs, it is to mean OWNER. Wherever the word "Department" occurs, it is to mean OWNER.

Wherever the words "Director", "Deputy Director" or "Engineer" occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

Within the City of Columbus, Construction and Material Specification, wherever the word "City" occurs, it is to mean OWNER. Wherever the words "Department" or "Division" occur, it is to mean OWNER. Wherever the words "Director" or "Engineer" occur or any other reference to a City of Columbus employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence - All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment-

Substantial Completion – 365 days from Notice to Proceed

Final Payment/Completion – 425 days from Notice to Proceed

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025**

4.03 Liquidated Damages-\$1,000/day

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.02 of the General Conditions:

- a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
- b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.02.B.5 of the General Conditions and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 6 of this contract shall bear interest at the rate of one percent (1.0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been provided in Paragraph 5.06 of the General Conditions.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025**

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages CF-1 to CF-9, inclusive).
2. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (page BF-X, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (Bidding Forms, inclusive).
3. Contract bond (pages BF-13 to BF-14, inclusive).
4. Legal and Fiscal Officers (page CF-10, inclusive).
5. Certificate of Insurance (pages CF-11 inclusive).
6. Addenda (numbers 1 to 2, inclusive).
7. Construction Drawings bearing the following general title: East Alum Creek Interceptor Rehabilitation
8. Specifications and Standard Drawings as listed in the table of contents of the Project Manual - East Alum Creek Interceptor Rehabilitation
9. Supplementary Conditions (if needed).
10. General Conditions (pages 1-64, inclusive).
11. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Work Change Directive(s).
 - d. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented by change order. as provided in Paragraph 3.04 of the General Conditions.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025**

E. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

F. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.

ARTICLE 10 – INSURANCE

10.1 Insurance Coverage

Contractor shall maintain insurance as described in the General Conditions and Supplementary Conditions.

10.2 Additional Insureds

The 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 10.1. Contractor shall require all of its subcontractors to provide like endorsements.

10.3 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 and properly executed endorsements listing the additional insured as required in Subsection 10.2. 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 completion of work under this Agreement.

ARTICLE 11 – INDEMNIFICATION; COMPLIANCE WITH WORK AGREEMENTS

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

D. The Contractor shall, in all material respects, comply with the terms and conditions of the Work Agreements, including, without limitation, the following: (1) Contractor shall comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the Work or any portion of the Work; (2) Contractor shall clean up and remove all construction debris from the lands subject to the Work Agreements promptly after completion of the Work; and (3) Contractor shall indemnify, defend, and hold harmless the owners of lands subject to the Work Agreements, and such owners' heirs, successors, assigns, employees, beneficiaries, agents, lessees, contractors, and subcontractors (the "Indemnitees"), from any and all liens, claims, demands, costs (including but not limited to attorney fees, accountant fees, engineer fees, consultant fees, and expert fees), expenses, damages, losses, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property (real or personal) arising from or caused by the Contractor's negligence and/or willful misconduct, to the extent such losses were not caused by the negligence or willful misconduct of the Indemnitees.

ARTICLE 12 - MISCELLANEOUS

12.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025

12.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Other Provisions

12.05 Findings for Recovery

A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

12.06 [NOT USED]

12.07 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor's or subcontractor's behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 22, 2025 (which is the Effective Date of the Agreement).

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

11
ADMINISTRATOR REPORTS

CA Davies – Nothing to report.

DCA Huston – attended the Delaware County Transit Authority meeting on 05/21/25 which honored Representative Brian Lorenz

12
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell – nothing to report

Commissioner Benton – wishing everyone a happy and safe Memorial Day weekend

Commissioner Lewis – attended the White House State Leadership Conference in Washington DC

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2025

13
RESOLUTION NO. 25-384

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, FOR PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

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

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment and Compensation of a Public Employee or a Public Official, to consider the Purchase of Property for Public Purposes, for Pending or Imminent Litigation and for Collective Bargaining.

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

14
RESOLUTION NO. 25-385

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners