

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

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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MINUTES FROM REGULAR MEETING HELD NOVEMBER 13, 2025

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

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RESOLUTION NO. 25-946

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds		
From:	To:	
10011102-5801	42311453-4601	
Commissioners General/Cash Transfer	Capital Acquisition & Project/Interfund Revenues	865,677.08

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

6
RESOLUTION NO. 25-947

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE BUILDING DEMOLITION AND SITE REVITALIZAITON GRANT PROGRAM FOR THE COMMISSIONER’S OFFICE:

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

WHEREAS, the Director of Finance requests authorization to submit an application for the following grant to be used for the demolition of the property located at 1251 US 23 North, Delaware, Ohio 43015:

Source:	Ohio Department of Development
Grant Period:	July 1, 2025 – June 30, 2026
Grant Amount:	\$20,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$20,000.00

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

Section 1. The Board hereby authorizes the submission of an application for the Building Demolition and Site Revitalization Program.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Director of Finance shall be the primary contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

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RESOLUTION NO. 25-958

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE BUILDING DEMOLITION AND SITE REVITALIZAITON GRANT PROGRAM FOR THE COMMISSIONER’S OFFICE:

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

WHEREAS, the Director of Finance requests authorization to submit an application for the following grant to be used for the demolition of the property located at 1405 US 23 North, Delaware, Ohio 43015:

Source:	Ohio Department of Development
Grant Period:	July 1, 2025 – June 30, 2026
Grant Amount:	\$50,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$50,000.00

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

Section 1. The Board hereby authorizes the submission of an application for the Building Demolition and Site

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Revitalization Program.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Director of Finance shall be the primary contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

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RESOLUTION NO. 25-949

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND
SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Appropriations		
From:	To:	
10011102-5801	10011101-5001	24,000.00
Commissioner General/Misc Cash Transfers	Commissioner Admin/Compensation	
10011103-5101	10011103-5001	1,250.00
Records Center/Health Insurance	Records Center/Compensation	
10011103-5201	10011103-5001	700.00
Records Center/Gen Supplies & Equip <1,000	Records Center/Compensation	
10011106-5328	10011106-5101	700.00
County Garage/Maint & Repair Supplies	County Garage/Health Insurance	
10011139-5101	10011139-5001	2,700.00
Public Info/Community Relation/Health Insurance	Public Info/Community Relation/Compensation	
10011302-5101	10011302-5001	500.00
Employee Safety/Health Insurance	Employee Safety/Compensation	
10012301-5001	10012301-5101	7,000.00
Victims Assistance/Compensation	Victims Assistance/Health Insurance	
10030301-5342	10030301-5001	15,000.00
Coroner/Medical & Health Related Services	Coroner/Compensation	
10083801-5301	10083801-5001	39,000.00
Public Defender Commission/Contracted Professional Services	Public Defender Commission/Compensation	
10083801-5301	10083801-5101	30,000.00
Public Defender Commission/Contracted Professional Services	Public Defender Commission/Health Insurance	
24820101-5101	24820101-5001	7,800.00
Title Administration/Health Insurance	Title Administration/Compensation	
Supplemental Appropriations		
10011107-5001	Zoning/Compensation	50.00
10011107-5101	Zoning/Health Insurance	50.00
10011303-5001	Emergency Medical Services/Compensation	364,000.00
10011303-5101	Emergency Medical Services/Health Insurance	285,000.00
20411305-5001	Dog and Kennel/Compensation	5,000.00
20411305-5101	Dog and Kennel/Health Insurance	1,200.00
21411306-5001	911/Compensation	163,500.00
21411306-5101	911/Health Insurance	53,500.00
21411306-5452	911/Software >\$100,000	158,352.00
23011704-5301	CDBG PY2020/Contracted Professional Services	81,557.00
23512102-5001	Delinquent Tax Prosecutor/Compensation	8,200.00
29552501-5801	Developmental Disabilities/Misc Cash Transfers	200,000.00

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

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RESOLUTION NO. 25-950

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE
DELAWARE COUNTY COMMISSIONERS AND ROBERTSON CONSTRUCTION SERVICES,
LLC FOR THE PROJECT KNOWN AS RENOVATIONS FOR DELAWARE COUNTY WILLIS
BUILDING:

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

Renovations for Delaware County Willis Building
Bid Opening of October 23, 2025

WHEREAS, as the result of the above referenced bid opening, the Director of Facilities recommends that a bid award be made to Robertson Construction Services, LLC, the lowest and best bidder for the project; and

WHEREAS, the Director of Facilities recommends approval of the Contract between the Delaware County Commissioners and Robertson Construction Services, LLC for the project known as Renovations for Delaware County Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid for the project known as Renovations for Delaware County Willis Building to Robertson Construction Services, LLC, and approves the following Contract:

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Robertson Construction Services, LLC
1801 Thornwood Drive
Heath, Ohio 43056

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”). “Contract Documents,” as used herein, shall mean collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Contract and Attachments, Bond, Bulletins, Approved Shop Drawings, Contract Modifications, Contract Modification Procedure and Pricing Guidelines and Standard Conditions of the Contract (General and Special), which are, by this reference, fully incorporated herein.

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Renovations for Delaware County Willis Building
2079 US Highway 23 North
Delaware, Ohio 43015
Bid Package 1 – General Contractor

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of Six Million Six Hundred Seven Thousand Four Hundred dollars (\$6,607,400.00) (the “Contract Price”), based upon the Bid Form, dated October 23, 2025, submitted by the Contractor.

Base Bid - \$6,504,000.00
Alternate 2 - Add 3rd Canopy - \$98,000.00
Alternate 3 – Add SS Bollards \$5,400.00
Total Contract Amount = \$6,607,400.00

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before the date set by the approved construction schedule per General Conditions Article 4.3, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be

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- completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5

LIQUIDATED DAMAGES	
<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the Contractor’s performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. 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 which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

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ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall Constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

10
RESOLUTION NO. 25-951

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND GGC WHOLESALE FLOORING, LLC, DBA GGC FLOORING:

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

WHEREAS, the Delaware County Sheriff and his staff recommend approval of an agreement with GGC Wholesale Flooring, LLC, dba GGC Flooring, for carpet replacement in three room at DCSO’s Training Academy Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with GGC Wholesale Flooring, LLC, dba GGC Flooring:

SERVICES AGREEMENT

This Agreement is made and entered into on November 13, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), the Delaware County Sheriff’s Office, 1776 State Route 521, Delaware, Ohio 43015 ("DCSO"), and GGC Wholesale Flooring , LLC , dba GGC Flooring, 1962 East Main Street, Columbus, Ohio 43205 ("Contractor"), hereinafter collectively referred to as the "Parties".

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall furnish all labor, equipment, and materials to complete carpet replacement in three (3) rooms at DCSO' s Academy building, 4981 County Horne Road, Delaware, OH 43015 and three (3) areas at the Delaware County Jail, 844 US HWY 42 N., Delaware, OH 43015 (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 Proposals, dated 10/10/2025 and 08/25/2025, 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 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein take precedence.

2 SUPERVISION OF SERVICES

2.1 County and DCSO hereby designates the (the "Director") as the agent of Delaware County and DCSO for this Agreement.

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

3 AGREEMENT AND MODIFICATIONS

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

4 COMPENSATION

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor's Proposals.

4.2 For all Services, the lump sum fee shall be \$24,100.00.

4.3 Total compensation under this Agreement shall not exceed \$24,100.00 without subsequent modification in accordance with Section 3.1.

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 periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with the Proposals and approved by the Director.

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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 DCSO may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.

5.3 The DCSO 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 Services promptly, diligently, in a workmanlike manner, and in accordance with the Contractor's Proposals.

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

7 SUSPENSION OR TERMINATION OF AGREEMENT

7.1 Delaware County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County I DCSO, at which time the Contractor shall immediately suspend or terminate Services, as ordered by Delaware 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 and the DCSO are 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 requested 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, Ohio, its elected officials and employees, shall be named as additional insured 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 its subcontractors, shall furnish the County with properly executed certifications of insurance for all insurance required by the Agreement. Certificate s 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 Delaware 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 Delaware County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of Delaware 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 and heard before the courts of Delaware County, Ohio.

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10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented . Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision of 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 Contactor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/o r 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 police s are available upon request or online at [https:// humansresources.com.de.laware.oh.us/policies/](https://humansresources.com.de.laware.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 faither 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall 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. 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 the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

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

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RESOLUTION NO. 25-952

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND FLIPSIDE COMMERCIAL SERVICES, LLC:

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

WHEREAS, the Delaware County Sheriff and his staff recommend approval of an agreement with Flipside Commercial Services, LLC, for cleaning and floor care services at the County Sheriff’s Training Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Flipside Commercial Services, LLC:

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SERVICES
AGREEMENT

This Agreement is made and entered into on November 13, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), the Delaware County Sheriff's Office, 1776 State Route 521, Delaware, Ohio 43015 ("DCSO"), and Flipside Commercial Services, LLC, 130 Griswold Street, Delaware, Ohio 43015 ("Contractor"), hereinafter collectively referred to as the "Parties".

1 SERVICES PROVIDED BY CONTRACTOR

1. The Contractor shall provide cleaning and floor care services at the County Sheriff's Training Facility located at 4981 County Home Road, Delaware, Ohio 43015 and The Delaware County Jail located at 844 US HWY 42 N., Delaware, Ohio 43015.
2. The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's proposal, dated October 8, 2025 (the "Proposal"), attached hereto and by this reference, incorporated herein.
3. In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein take precedence.

2 SUPERVISION OF SERVICES

- 2.1 County and DCSO hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County/DCSO for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor's Proposal.
- 4.2 Total compensation under this Agreement shall not exceed \$60,000.00.
- 4.3 The fees specified above shall constitute full compensation for all director labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services

5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with the Proposal 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 DCSO may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The DCSO shall pay invoices within the time period set forth in the Proposal.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly in accordance with the Contractor's Proposal. The term of this Agreement shall be one year from the date Services commence.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

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7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 Either the County/DCSO or the Contractor may, upon thirty (30) days' written notice to the other party, terminate this Agreement with or without cause.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County and the DCSO are 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 requested 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, Ohio, its elected officials and employees, shall be named as additional insured 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 its subcontractors, shall furnish the County with properly executed certifications of insurance for all insurance required by the 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 Delaware 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 Delaware County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of Delaware 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

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and heard before the courts of Delaware County, Ohio.

- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision of 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.com.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, ancestry, or military status 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, ancestry, or military status. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

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

12
RESOLUTION NO. 25-953

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 WITH BONDED CHEMICALS, INC.:

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

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WHEREAS, Bonded Chemicals, Inc. is currently under contract to supply ferric chloride for the Sewer District; and

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

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 1 to extend the existing contract with Bonded Chemicals, Inc. to supply ferric chloride until December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 to extend the contract with Bonded Chemicals, Inc. and authorize the Sanitary Engineer to execute the Change Order approved herein.

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

13
RESOLUTION NO. 25-954

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 WITH EVOQUA WATER TECHNOLOGIES LLC:

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

WHEREAS, Evoqua Water Technologies LLC is currently under contract to supply calcium nitrate for the Sewer District; and

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

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 1 to extend the existing contract with Evoqua Water Technologies LLC to supply calcium nitrate until December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 to extend the contract with Evoqua Water Technologies LLC and authorize the Sanitary Engineer to execute the Change Order approved herein.

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

14
RESOLUTION NO. 25-955

IN THE MATTER OF APPROVING CHANGE ORDER NO. 3 WITH POLYDYNE, INC., AND CHANGE ORDER NO. 3 WITH TIDEWATER PRODUCTS, INC.:

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

WHEREAS, Polydyne, Inc., and Tidewater Products, Inc., are each currently under contract to supply sludge thickening polymers for the Sewer District (DCRSD Contract 23-01); and

WHEREAS, the contracts allow for an extension of up to three (3) additional one (1) year terms; and

WHEREAS, the contracts allow for a change in contract price based on the Consumer Price Index; and

WHEREAS, on November 27, 2023, the Delaware County Board of Commissioners adopted Resolution No. 23-1012, approving Change Order No. 1 with Polydyne, Inc., and Change Order No. 1 with Tidewater Products, Inc., to extend the existing contracts until December 31, 2024 and increase the contract price in accordance with the Consumer Price Index; and

WHEREAS, on October 31, 2024, the Delaware County Board of Commissioners adopted Resolution No. 24-891, approving Change Order No. 2 with Polydyne, Inc., and Change Order No. 2 with Tidewater Products, Inc., to extend the existing contracts until December 31, 2025 and increase the contract price in accordance with the Consumer Price Index; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 3 to extend the existing contracts with Polydyne, Inc., and Tidewater Products, Inc., until December 31, 2026;

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

Section 1. The Board hereby approves Change Order No. 3 to extend the contract with Polydyne, Inc.

Section 2. The Board hereby approves Change Order No. 3 to extend the contract with Tidewater Products, Inc.

Section 3. The Board hereby authorizes the Sanitary Engineer to execute the Change Orders approved herein.

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

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15

RESOLUTION NO. 25-956

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY PROSECUTOR'S OFFICE
SERVING AS LEGAL ADVISER TO THE DELAWARE COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT:**

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

WHEREAS, pursuant to Chapter 5540 of the Ohio Revised Code, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 18-536 on May 17, 2018, creating the Delaware County Transportation Improvement District (the "TID"); and

WHEREAS, the TID and the Delaware County Prosecutor's Office (the "Prosecutor's Office") wish to enter into a contract for services whereby the Prosecutor's Office will provide legal adviser services to the TID; and WHEREAS, pursuant to sections 309.09(M) and 5540.03(C), the Board may authorize the Prosecutor's Office to serve as legal adviser to the TID; and

WHEREAS, the Prosecutor's Office and the TID have negotiated and agreed upon a services contract, attached hereto as "Exhibit A", and are requesting the Board's approval to enter into the same;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Delaware County Prosecutor's Office to serve as legal adviser to the Delaware County Transportation Improvement District, pursuant to the agreement attached hereto as "Exhibit A."

**INTERGOVERNMENTAL AGREEMENT FOR THE DELAWARE COUNTY PROSECUTOR
TO BE THE LEGAL ADVISOR TO THE DELAWARE COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT (TID)**

This Agreement is made and entered into this November 13, 2025 by and between the Delaware County Prosecutor ("Prosecutor"), whose principal place of business is located at 145 North Union Street, 3rd Floor, Delaware, Ohio 43015, with the approval of the Delaware County Board of Commissioners ("Board"), whose principal place of business is 91 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transportation Improvement District ("TID"), whose principal place of business is Delaware County Historic Courthouse, c/o Tracie Davies, Vice-Chair, Delaware County Administrator, 91 North Sandusky Street, Delaware, Ohio 43015 (individually "Party," collectively "Parties").

1. Purpose

This Agreement sets forth the terms and conditions for the Prosecutor to be the legal advisor to the TID.

2. Authority

This Agreement is authorized by, including, but not limited to, R.C. §309.09(M).

3. Board of Commissioners Approval

The Board is not a Party to his Agreement, but in accordance with R.C. § 309.09(M) and by its signature below, provides its approval for the Prosecutor to be the legal advisor to the TID.

4. Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue perpetually until terminated as provided in this Agreement.

5. Scope of Representation

The Prosecutor, or her assistants as directed by the Prosecutor, will serve as the legal advisor for the TID. In that capacity, the Prosecutor shall provide the TID with general legal advice and representation as may be requested by the TID, including, but not limited to, advice relating to contracts, open meetings, public records, and the Ohio Ethics Law. Such representation shall include research, analysis, advice and opinions. Representation shall not include litigation. The Prosecutor shall have discretion to refuse a TID request for legal advice or representation on a particular matter if she has a reasonable basis for doing so, except in matters where the rules of professional conduct prohibit advice and/or representation, in which case the Prosecutor shall have complete discretion to refuse a request for advice and/or representation.

6. Consideration

The Parties agree that the mutual benefits and welfare derived from and received by all Parties and the public as a result of this Agreement are good and valuable consideration in support of this

Agreement. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

7. Attorney-Client Relationship

The services provided by the Prosecutor under this Agreement shall create an attorney-client relationship between the Prosecutor and TID, meaning the Prosecutor will adhere to the duties of confidentiality, loyalty, and competent and zealous representation. The TID shall make the Prosecutor aware of all relevant information and will communicate fully and without reservation so that the Prosecutor can properly provide legal services to the TID. Further, the Prosecutor's legal representation and client relationship is confined to

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the TID and its Board of Directors when performing tasks in their official capacities, and not to members performing tasks in their individual capacities or outside the scope of their position with the TID or its Board of Directors.

8. Outside Legal Counsel

The TID shall retain its ability, pursuant to R.C. § 5540.03(A)(9), to contract with outside legal counsel without the permission of the Prosecutor. However, the TID shall notify the Prosecutor when using outside counsel on a matter. When outside counsel is retained by the TID, the Prosecutor shall have no involvement in that particular matter and the TID shall not ask the Prosecutor to review outside counsel's work or to provide additional advice or representation on that matter.

9. Other Clients

The TID understands and acknowledges that the Prosecutor has other clients for whom she and her assistants perform work. The TID shall notify the Prosecutor of any deadlines related to services it requests the Prosecutor perform and provide the Prosecutor with as much advance notice as possible ahead of such deadlines so that the Prosecutor has ample time to perform the requested services. The Prosecutor reserves the right to determine the priority of the services she and her assistants perform for the TID and other clients.

10. Termination

This Agreement may be terminated as follows:

A. Convenience:

Either Party may terminate this Agreement for convenience at any time and/or for any reason by giving at least thirty (30) days advance notice in writing to the other Party.

The Parties may terminate this Agreement for convenience on terms mutually agreed to in writing.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that the TID shall be entitled to return of any TID owned records and/or property in the possession of the Prosecutor.

11. Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

12. Parties Responsible for Their Own Actions

The Parties are political subdivisions of the State of Ohio and unable to provide indemnification. Accordingly, the Parties shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, directors, agents, representatives, and/or volunteers resulting from the performance of this Agreement.

13. Insurance

The TID understands that the Prosecutor and her assistants are not required to and do not maintain professional and/or errors and omissions insurance (a.k.a. malpractice insurance) applicable to the services provided under this Agreement. The TID acknowledges this agrees to proceed with this Agreement. Each Party shall carry and maintain throughout the term of the Agreement, without lapse, commercial general liability insurance with minimum coverage limits adequate to protect both Parties. The Parties shall also carry and maintain, without lapse, worker's compensation insurance as required by Ohio law. Upon request, a Party shall present to the other current certificates of insurance evidencing the above required policies of insurance. Each Party shall be responsible for any and all premiums for all required policy(ies) of insurance.

14. Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel.

Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

15. Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

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16. Miscellaneous Terms and Conditions

- A. Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- B. 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.
- C. Drafting: This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.
- D. Waiver: 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.
- E. Notices:
All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, or email, confirmation of delivery, to the signatories to this Agreement at the following addresses in their signature blocks below.
- F. Severability: The provisions of this Agreement are severable and independent, and if any provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.
- G. No Assignment: This Agreement shall not be assigned.
- H. Modifications: This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.
- I. Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.
- J. Signatures: Any person signing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to sign this Agreement on such principal's behalf and are authorized to bind such principal.

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

16
ADMINISTRATOR REPORTS

- CA Davies – attended the TID meeting on 11/12, gave project updates
- DCA Huston and Attorney Hochstettler – Nothing to report.

17
COMMISSIONERS' COMMITTEES REPORTS

- Commissioner Merrell – attended a DKMM meeting on 11/10. He also attended a CCO Board meeting on 11/12 and Veterans Day ceremonies on 11/11. He will be attending a CCAO meeting on 11/14. He read aloud a few letters to Veterans from local students.
- Commissioner Benton – attended Veterans Day ceremonies on 11/11. He also attended the DKMM Budget meeting and Land Bank meeting on 11/12. He will be attending a Ribbon Cutting Ceremony for the new Kroger in Powell. He also read aloud a letter to Veterans from a local student.
- Commissioner Lewis – attended the Veterans Day ceremonies on 11/11 and recognized the Vet of the Year. She also read aloud a letter to Veterans from a local student.

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18
RESOLUTION NO. 25-957

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL AND FOR
CONSIDERATION OF THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

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 of a Public Employee or a Public Official and for consideration of the purchase of Property for Public Purposes.

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

19
RESOLUTION NO. 25-958

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners