

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 2004**

**THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

**PUBLIC COMMENT**

**RESOLUTION NO. 04-1393**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 10, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held November 15, 2004 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion                Mrs. Martin            Aye     Mr. Jordan            Aye     Mr. Ward            Aye

**RESOLUTION NO. 04-1394**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1112:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1112, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Clemans Nelson	Wage Salary Survey	10011108-5301	\$ 8,050.00
Lehner Excavating	FY'03 Ashley	23011704-5365	\$ 25,000.00
Prescription Relief	Prescription Drug	23111709-5301	\$ 75,164.00
Ressa Enterprises	RLF Let Them Eat Cake	23111709-5365	\$ 81,000.00
<b>Vouchers</b>			
US Postal Service	Postal Services	10011105-5331	\$ 19,750.00
Kindercare Neverland	Day Care	22411610-5348	\$ 15,554.00
Meyer Design	FY'03 Ashley ADA Play Equip.	23011704-5365	\$ 14,180.00
JG Contracting	Work Through October '04	41111421-5410	\$ 74,587.00

Vote on Motion                Mr. Jordan            Aye     Mrs. Martin            Aye     Mr. Ward            Aye

**RESOLUTION NO. 04-1395**

**IN THE MATTER OF APPROVING THE TREASURER'S REPORT:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the Treasurer's Report.

(Copy available for review at the Commissioner's office until no longer of administrative value.)

Vote on Motion                Mr. Ward            Aye     Mr. Jordan            Aye     Mrs. Martin            Aye

**RESOLUTION NO. 04-1396**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, EUGENE L. HOLLINS ESQUIRE, REQUESTING ANNEXATION OF 6.995 ACRES OF LAND IN GENOA TOWNSHIP TO THE CITY OF WESTERVILLE:**

It was moved by Mr. Ward, seconded by Mr. Jordan to acknowledge that on November 8, 2004, the Clerk to the Board of Commissioners received an annexation petition request to annex 6.995 Acres Of Land In Genoa Township To The City Of Westerville.

Vote on Motion                Mrs. Martin            Aye     Mr. Jordan            Aye     Mr. Ward            Aye

**RESOLUTION NO. 04-1397**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, J. JEFFREY MCNEALEY, ESQUIRE, REQUESTING ANNEXATION OF 262.6447 ACRES OF LAND IN LIBERTY AND BERLIN TOWNSHIPS TO THE CITY OF DELAWARE:**

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It was moved by Mr. Jordan, seconded by Mr. Ward to acknowledge that on November 9, 2004, the Clerk to the Board of Commissioners received an annexation petition request to annex 262.6447 acres of land in Liberty and Berlin Townships to the City Of Delaware.

Vote on Motion            Mr. Jordan            Aye            Mrs. Martin            Aye            Mr. Ward            Aye

**RESOLUTION NO. 04 -1398**

**IN THE MATTER OF PROCLAIMING NOVEMBER, 2004 AS ADOPTION MONTH IN DELAWARE COUNTY:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

**PROCLAMATION**

**Whereas**, every child deserves to have a loving, nurturing and permanent family to provide a stable, caring and supportive environment; and

**Whereas**, a growing number of Ohioans are building families through adoption enabling hundreds of individual children and siblings of all ages, races, cultures, mental and physical conditions and emotional needs, to become members of the community; and

**Whereas**, adoptive parents are rewarded by the joy of nurturing and supporting these children as they become happy and productive adult members of the community; and

**Whereas**, citizens should be encouraged to demonstrate their respect and gratitude for adoptive parents who unselfishly share their lives; and

**Whereas**, The Delaware County Department of Job and Family Services, public and private child care agencies and adoption support groups work diligently for Delaware County's children in need of permanent, safe and loving homes; and strive to increase public awareness of the importance of adoptions.

**Now Therefore Be It Resolved**, that, the Commissioners of Delaware County do hereby proclaim November 2004, as Adoption Month in Delaware County and encourage citizens to observe this month by honoring adoptive families and to participate in efforts to find permanent homes for waiting children.

Vote on Motion            Mr. Ward            Aye            Mr. Jordan            Aye            Mrs. Martin            Aye

**RESOLUTION NO. 04 -1399**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

The Court of Common Pleas is requesting a \$114.04 increase to Melinda Bettac's previously approved travel request to attend Firearms Training in Fremont, Ohio.

The EMS Department is requesting that Jennifer Shicks-Burke and Matthew Fletchler attend an EMD Certification Class in Mt. Vernon, Ohio December 6-8, 2004, at the cost of \$590.00.

The Prosecutor's Office is requesting that Leah Sellers attend a Ethics, Professionalism & Substance Abuse Seminar in Delaware, Ohio November 16, 2004, at the cost of \$95.00.

The Auditor's Office is requesting that Kathy Beeghley attend a Tax Seminar in Columbus, Ohio November 19, 2004, at the cost of \$199.00.

The Engineer's Office is requesting that Ryan Mraz and Robert Riley attend a Financial Management Seminar in Las Vegas, Nevada January 12 to 15, 2005, at the cost of \$3,145.00.

Vote on Motion            Mrs. Martin            Aye            Mr. Jordan            Aye            Mr. Ward            Aye

**RESOLUTION NO. 04-1400**

**IN THE MATTER OF APPROVING PLAT FOR EDGEWATER ESTATES:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

**Edgewater Estates**

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Situated In The Township Of Scioto, County Of Delaware, State Of Ohio, Located In Part Of U. Springer's Virginia Military Survey No. 3884, And Being All Of A 21.103 Acre Tract Conveyed To Dennis C. Erwin, Trustee And John H. Kilbury, As Described In Official Record 462, Page 1095, County Recorder's Office Delaware, Ohio. Cost \$15.00.

Vote on Motion                      Mr. Jordan                      Aye                      Mrs. Martin                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 04-1401**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR THE WINDSONG SUBDIVISION:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following agreement:

**Windsong Subdivision**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 15<sup>th</sup> day of November, 2004 between **SOVEREIGN DEVELOPMENT CORPORATION** as evidenced by the **WINDSONG SUBDIVISION** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 10/8/04, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **SUBDIVIDER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-EIGHT THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

**Acceptance of the roads and drainage structures** in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the

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funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, “as built” drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mrs. Martin                      Aye

**RESOLUTION NO. 04-1402**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WINDING CREEK ESTATES 4:**

It was moved by Mr. Jordan, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

**Winding Creek Estates 4**

The roadway to be accepted is as follows:

- An addition of 0.15 mile to **Township Road Number 883, Winding Creek Lane**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Vote on Motion                      Mrs. Martin                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 04 -1403**

**IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U04172	Verizon	Burnt Pond Road	Place buried cable
U04173	Suburban Natural Gas	Old State @ Lewis Center Road	Directional bore gas main
U04174	Suburban Natural Gas	Old State @ Powell Road	Directional bore gas main
U04175	Columbia Gas	Old 3C Highway	Install gas line
U04176	American Electric Power	Sawmill Road	Install protective equipment
U04177	Columbia Gas of Ohio	Glen Lakes Drive	Install gas main

Vote on Motion                      Mr. Jordan                      Aye                      Mrs. Martin                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 04 -1404**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY RAILROAD CROSSING TASK FORCE FUNDS TO ASSIST IN FUNDING THE PURCHASE OF CANDY TO BE DISTRIBUTED AT THE DELAWARE COUNTY FAIR:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

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WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Railroad Crossing Task Force has been provided a budget by the Delaware County Commissioners to enable the purchase of operating supplies including candy that is used to pass out at the Delaware County Fair and other events where the Task Force is working to educate the community about the importance of obeying the safety rules when near a railroad crossing.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Railroad Crossing Task Force funds in an amount not to exceed \$30.00, to assist in funding the purchase of candy for The Delaware County Fair.

Vote on Motion                Mrs. Martin        Aye        Mr. Jordan        Aye        Mr. Ward        Aye

**RESOLUTION NO. 04-1405**

**IN THE MATTER OF APPROVING A CONTRACT WITH THE BRUNER CORPORATION FOR BID PACKAGE TWELVE (PLUMBING) AND BID PACKAGE FOURTEEN (HVAC) FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

**Bruner Corporation  
3637 Lacon road  
Hilliard, Ohio 43026**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

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 Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Twelve -Plumbing  
Bid Package Fourteen-HVAC  
New Dormitory and Jail Renovations for the Delaware County Jail  
844 US 42 North  
Delaware, Ohio 43015**

**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 Bid Documents, the combined amount of One Million Nine Thousand Thirteen Dollars (\$1,009,013), based upon the Bid Form, dated August 31, 2004 submitted by the Contractor.

**\$969,000 Base Bid  
\$ 40,013 Alternate M1**

**Total Bid Amount        \$1,009,013**

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 Bid Documents.

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**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

▪ Commencement of Site Utilities	08/30/2004
▪ Men's Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
▪ Intake/Booking Demolition Start	11/17/2004
▪ Footing Installation Complete Male Dorm	11/22/2004
▪ Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 <sup>nd</sup> Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
▪ Intake/Booking Substantial Completion	03/15/2005
▪ Existing Jail Security Electronics Upgrade Substantial Completion	04/01/2005
▪ Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪ Roof Top Unit Deliver – Male Dorm	04/05/2005
▪ Medical & Isolation Renovation Start	
04/12/2005	
▪ Roofing Complete – Male Dorm	04/25/2005
▪ Permanent Electric – Male Dorm	05/02/2005
▪ Male Dorm Under Temporary Temperature Control	05/23/2005
▪ Medical & Isolation Substantial Completion	08/09/2005
▪ Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪ Completion of all Associates Prepared Punch List Items	
09/08/2005	
▪ Project Turnover, Owner Move-In All Bid Packages	09/29/2005

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid 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 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 Bid 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 set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, 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 Bid 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 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.

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4.2 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 a court of competent jurisdiction in the State of Ohio.

4.3 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 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 Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid 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 execution by the Delaware County Board of Commissioners.

**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.

**Further be it resolved**, that the Commissioners approve a Purchase Order Request to The Bruner Corporation in the amount of \$250,000.00.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mrs. Martin                      Aye

**RESOLUTION NO. 04-1406**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BEAM'S BP DISTRIBUTING, INC. FOR BULK GASOLINE AND DIESEL FUEL:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

**Delaware County Board of Commissioners  
Multiple Award Contract**

This Contract made by and between:

**Beam's BP Distributing, Inc.  
278 Curtis St.  
Delaware, OH 43015**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

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 provide the materials and services described in the Bid Documents, which is attached hereto as Exhibit "A" and any other materials or services necessary to produce the results intended by the Bid Documents for:

**ITB #04-09  
Bulk Gasoline and Diesel Fuel  
Multiple Award Bid**

**ARTICLE 2**

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2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on October 4, 2004 for Bulk Gasoline and Diesel Fuels submitted by, and in consideration of the notice of multiple award to:

Beem's BP Distributing, Inc.  
Englefield Oil Company  
McWherter Petroleum, LTD.  
Petroleum Traders Corporation

The County agrees to contact all parties for current price quotes and purchase from the party with the lowest current prices, and the contractor agrees to provide quotes for current prices of bulk gasoline and diesel fuels and provide quoted product if said prices are lowest at the prices quoted at the time of order, not to exceed annually Five Hundred Thousand dollars (\$500,000.00 )

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

**ARTICLE 3**

3.1 The original term of this contract shall be for two (2) years, beginning November 1, 2004, and ending October 31, 2006.

3.2 This contract may be renewed at the end of the original period for two (2) additional two year (24 months) periods, if agreed upon by both parties.

3.3 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of service(s) as specified in the bid instructions, such failure may, at its sole shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so

**ARTICLE 4**

4.1 This Contract 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, and made a part hereof.

4.2 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 a court of competent jurisdiction in the State of Ohio.

4.3 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 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, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor 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.

**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                      Mrs. Martin              Aye              Mr. Jordan              Aye              Mr. Ward              Aye



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**RESOLUTION NO. 04-1407**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF  
COMMISSIONERS AND ENGLEFIELD OIL COMPANY FOR BULK GASOLINE AND DIESEL FUEL:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

**Delaware County Board of Commissioners  
Multiple Award Contract**

This Contract made by and between:

**Englefield Oil Company  
3600 Enterprise Ave.  
Columbus, OH 43228**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

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 provide the materials and services described in the Bid Documents, which is attached hereto as Exhibit "A" and any other materials or services necessary to produce the results intended by the Bid Documents for:

**ITB #04-09  
Bulk Gasoline and Diesel Fuel  
Multiple Award Bid**

**ARTICLE 2**

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on October 4, 2004 for Bulk Gasoline and Diesel Fuels submitted by, and in consideration of the notice of multiple award to:

Beem's BP Distributing, Inc.  
Englefield Oil Company  
McWherter Petroleum, LTD.  
Petroleum Traders Corporation

The County agrees to contact all parties for current price quotes and purchase from the party with the lowest current prices, and the contractor agrees to provide quotes for current prices of bulk gasoline and diesel fuels and provide quoted product if said prices are lowest at the prices quoted at the time of order, not to exceed annually Five Hundred Thousand dollars (\$500,000.00 )

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

**ARTICLE 3**

3.4 The original term of this contract shall be for two (2) years, beginning November 1, 2004, and ending October 31, 2006.

3.5 This contract may be renewed at the end of the original period for two (2) additional two year (24 months) periods, if agreed upon by both parties.

3.6 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of service(s) as specified in the bid instructions, such failure may, at its sole shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so

**ARTICLE 4**

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4.1 This Contract 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, and made a part hereof.

4.2 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 a court of competent jurisdiction in the State of Ohio.

4.3 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 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, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor 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.

**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. Jordan            Aye            Mrs. Martin            Aye            Mr. Ward            Aye

**RESOLUTION NO. 04-1408**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MCWHERTER PETROLEUM, LTD. FOR BULK GASOLINE AND DIESEL FUEL:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

**Delaware County Board of Commissioners  
Multiple Award Contract**

This Contract made by and between:

**McWherter Petroleum, LTD.  
84 Ross St.  
Delaware, OH 43015**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

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 provide the materials and services described in the Bid Documents, which is attached hereto as Exhibit "A" and any other materials or services necessary to produce the results intended by the Bid Documents for:

**ITB #04-09  
Bulk Gasoline and Diesel Fuel  
Multiple Award Bid**

**ARTICLE 2**

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 2004**

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2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on October 4, 2004 for Bulk Gasoline and Diesel Fuels submitted by, and in consideration of the notice of multiple award to:

Beem's BP Distributing, Inc.  
Englefield Oil Company  
McWherter Petroleum, LTD.  
Petroleum Traders Corporation

The County agrees to contact all parties for current price quotes and purchase from the party with the lowest current prices, and the contractor agrees to provide quotes for current prices of bulk gasoline and diesel fuels and provide quoted product if said prices are lowest at the prices quoted at the time of order, not to exceed annually Five Hundred Thousand dollars (\$500,000.00 )

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

**ARTICLE 3**

3.1 The original term of this contract shall be for two (2) years, beginning November 1, 2004, and ending October 31, 2006.

3.2 This contract may be renewed at the end of the original period for two (2) additional two year (24 months) periods, if agreed upon by both parties.

3.3 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of service(s) as specified in the bid instructions, such failure may, at its sole shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so

**ARTICLE 4**

4.1 This Contract 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, and made a part hereof.

4.2 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 a court of competent jurisdiction in the State of Ohio.

4.3 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 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, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor 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.

**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. Ward            Aye            Mr. Jordan            Aye            Mrs. Martin            Aye

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
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**RESOLUTION NO. 04-1409**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PETROLEUM TRADERS CORPORATION FOR BULK GASOLINE AND DIESEL FUEL:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

**Delaware County Board of Commissioners  
Multiple Award Contract**

This Contract made by and between:

**Petroleum Traders Corporation  
7110 Pointe Inverness Way  
Fort Wayne, IN 46804**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

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 provide the materials and services described in the Bid Documents, which is attached hereto as Exhibit "A" and any other materials or services necessary to produce the results intended by the Bid Documents for:

**ITB #04-09  
Bulk Gasoline and Diesel Fuel  
Multiple Award Bid**

**ARTICLE 2**

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on October 4, 2004 for Bulk Gasoline and Diesel Fuels submitted by, and in consideration of the notice of multiple award to:

Beem's BP Distributing, Inc.  
Englefield Oil Company  
McWherter Petroleum, LTD.  
Petroleum Traders Corporation

The County agrees to contact all parties for current price quotes and purchase from the party with the lowest current prices, and the contractor agrees to provide quotes for current prices of bulk gasoline and diesel fuels and provide quoted product if said prices are lowest at the prices quoted at the time of order, not to exceed annually Five Hundred Thousand dollars (\$500,000.00 )

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

**ARTICLE 3**

3.1 The original term of this contract shall be for two (2) years, beginning November 1, 2004, and ending October 31, 2006.

3.2 This contract may be renewed at the end of the original period for two (2) additional two year (24 months) periods, if agreed upon by both parties.

3.3 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of service(s) as specified in the bid instructions, such failure may, at its sole shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so

**ARTICLE 4**

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
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4.1 This Contract 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, and made a part hereof.

4.2 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 a court of competent jurisdiction in the State of Ohio.

4.3 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 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, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor 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.

**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                Mrs. Martin        Aye        Mr. Jordan        Aye        Mr. Ward        Aye

**RESOLUTION NO. 04-1410**

**IN THE MATTER OF ACCEPTING AND AWARDING THE PROPOSAL SUBMITTED BY NATIONAL CITY BANK FOR PROCUREMENT CARD SERVICES FOR DELAWARE COUNTY:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

WHEREAS, Delaware County received four proposal in response to RFP #04-01 Governmental Procurement Cards for Delaware County on October 20, 2004 as set by the Delaware County Procurement Card Program Policy adopted by the Board of Commissioners by Resolution No. 04-1193 dated September 30, 2004 and Ohio Revised Code section 301.29. And;

WHEREAS, after carefully reviewing the proposals received, the proposal submitted by National City Bank has been determined to be the best proposal for procurement cards by the review committee, the County Auditor and the County Treasurer;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the proposal submitted by National City Bank for procurement card services for Delaware County.

Vote on Motion                Mr. Jordan        Aye        Mrs. Martin        Aye        Mr. Ward        Aye

**RESOLUTION NO. 04-1411**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR MURPHY PARK SECTION 5 AND GOLF VILLAGE SELF STORAGE:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plans for Murphy Park Section 5 and Golf Village Self Storage for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion                Mr. Jordan        Aye        Mrs. Martin        Aye        Mr. Ward        Aye

**RESOLUTION NO. 04-1412**

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
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**IN THE MATTER OF APPROVING THE NOTICE TO PROCEED LETTER BETWEEN DELAWARE COUNTY AND TRUCCO CONSTRUCTION COMPANY, INC. FOR PERRY-TAGGART SANITARY SEWER IMPROVEMENTS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

NOTICE TO PROCEED

**To:** Trucco Construction Company, Inc. **Date:** November 15, 2004  
 3046 Home Road  
 Powell, Ohio 43065

**Project Description:** Perry-Taggart Sanitary Sewer Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated November 1, 2004. The date of completion of all WORK is 600 calendar days from November 15, 2004. The WORK is to be fully completed by July 8<sup>th</sup>, 2006.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Aye

**RESOLUTION NO. 04-1413**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF APPLICATIONS FOR DOMESTIC VIOLENCE FUNDS FOR 2005 ESTIMATING AMOUNT OF FUNDS ANTICIPATED AND ALLOCATING SAME TO QUALIFIED APPLICATIONS. THIS ACTION PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:**

It was moved by Mr. Jordan, seconded by Mr. Ward to acknowledge receipt of qualified applications for 2005 domestic violence funds from “Turning Point” Shelter, Marion, Ohio and “Choices” Shelter, Columbus, Ohio and to estimate the total sum to be collected in said fund in 2005 at \$ 34,000.00. Further that said funds to be allocated as follows:

- 90% of funds actually received to Turning Point, Marion, Ohio
- 10% of funds actually received to Choices, Columbus, Ohio

Said allocation based on percentage of services provided to Delaware County residents by the respective shelters in 2005. Further, the Clerk shall cause notice of this action to be sent to each of the Shelter Applicants.

Vote on Motion            Mrs. Martin            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 04-1414**

**IN THE MATTER OF APPROVING A DESCRIPTION CHANGE FOR THE ORGANIZATION KEY FOR INTENSIVE SUPERVISION:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

**Description Change for Organization Key**

From	To
10022202	10022202
Com Pleas Int. Superv. Probation	Adult Court Services

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Aye

**RESOLUTION NO. 04-1415**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:30AM.

Vote on Motion            Mrs. Martin            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 04-1416**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 9:50AM.

Vote on Motion            Mr. Jordan        Aye    Mrs. Martin        Aye    Mr. Ward            Aye

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward

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Letha George, Clerk to the Commissioners